

**VILLAGE OF RUIDOSO
NOTICE OF SPECIAL MEETING**

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Special Meeting of the Governing Body of the Village of Ruidoso for Thursday, October 24, 2024 at 8:00 AM. The Special Meeting will be held at 313 Cree Meadows Rd., Ruidoso, NM 88345. The purpose of the Special Meeting is as follows:

CALL TO ORDER.

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

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

ROLL CALL.

AGENDA ITEMS.

1. Discussion and Possible Action on Adoption of Resolution 2024-43, a Resolution Amending the Fiscal Year 2025 Budget (Quarter Ending September 30, 2024) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.
2. Discussion and Possible Action on Task Order #3 on RFP #2024-004P with Cobb, Fendley & Associates, Inc. for Surveying and Engineering Services to Conduct the Village of Ruidoso Base Flood Elevation Survey and to Develop an Interim FEMA Flood Map in an Amount Not to Exceed \$290,128.58 Including NMGRT.
3. Discussion and Possible Action on Award of RFP #2025-002P for Professional Services Agreement for Disaster Recovery Coordinator to D.W. Dukes, LLC.
4. Discussion and Possible Action on Agreement for RFP #2025-002P for Professional Services for Disaster Recovery Coordinator with D.W. Dukes, LLC.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2024-01. 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.

Jini S. Turri, MMC, Village Clerk

ADJOURN.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 1.

To: Mayor Crawford and Councilors

Presenter(s): Judi M. Starkovich, Finance Director

Meeting Date: October 24, 2024

Re: Discussion and Possible Action on Adoption of Resolution 2024-43, a Resolution Amending the Fiscal Year 2025 Budget (Quarter Ending September 30, 2024) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2024-43, a Resolution Amending the Fiscal Year 2025 Budget (Quarter Ending September 30, 2024) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

Financial Impact:

The total increase to the Village's Budget for all funds increased by \$48,617,284. This increase was mainly due to the rollover of FY 2024 purchase orders and project balances. The budget increase is broken down as follows:

General Fund Budget Increase \$1,992,097
SGRT Special Revenue Fund Budget Increase \$18,752,607
EMS Special Revenue Fund Budget Increase \$116,370
CERF Special Revenue Fund Budget Increase \$352,365
Fire Fund Special Revenue Fund Budget Increase \$580,651
Law Enforcement Protection (LEPF) Special Revenue Fund Budget Increase \$61,961
Special Library Special Revenue Fund Increased \$54,980
Lodgers' Tax Special Revenue Fund Budget Increase \$469,100
Special Recreation Special Revenue Fund Budget Increase \$408,270
Intergovernmental Grants Special Revenue Fund Budget Increase \$3,913,670
Forestry Grants Special Revenue Fund Budget Increase \$49,302
FEMA Capital Project Fund Budget Increase \$5,036,108
GO Bond Capital Project Fund Budget Increase \$2,133,967
General Capital Project Fund Budget Increase \$2,842,698
RJU Enterprise Fund Budget Increase \$2,122,708

Airport Enterprise Fund Budget Increase \$833,452
Affordable Housing Enterprise Fund Budget Increase \$1,802,243
Ruidoso Wastewater Treatment Plant (RWWTP) Enterprise Fund Budget Increase \$7,102,377
Solid Waste Enterprise Fund Budget Decrease \$77,037
Risk Management Internal Service Fund Increase \$69,395

Item Discussion:

Each quarter, the Finance Department reviews changes to the budget and submits these changes to Council for approval. The following areas are reviewed: revenues, personnel, operations, capital outlay, transfers in, transfers out, and cash for each fund. DFA requires Council to pass a Resolution for all budget increases, decreases, and transfers between funds.

This revision encompasses all budget changes processed July 1, 2024 through September 30, 2024 (Quarter 1 of FY 2025). The DFA Resolution report is due October 31, 2024.

Attached is the schedule of all the budget changes for all funds for the quarter ending September 30, 2024. This Resolution will serve as the FIRST budget adjustment for FY 2025. The Internal Finance Committee reviewed and recommended this this budget adjustment for approval on October 21, 2024.

Included for your review are: 1) DFA Resolution Report titled Schedule of Budget Adjustments, 2) Total Budget Adjustments by Fund, and 3) Budget Recap by Fund and Department, and 4) Reconciliation to Cash for the General Fund.

Recommendations:

To Approve Adoption of Resolution 2024-43, a Resolution Amending the Fiscal Year 2025 Budget (Quarter Ending September 30, 2024) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

ATTACHMENTS:

Description

Resolution 2024-43

Resolution Report 093024

Budget Recap 093024

Budget Changes 093024

GF Cash Rollforward 093024

**VILLAGE OF RUIDOSO
RESOLUTION NO. 2024-43**

**A RESOLUTION AMENDING THE FISCAL YEAR 2025 BUDGET (QUARTER
ENDING SEPTEMBER 30, 2024) FOR CERTAIN FUNDS AND APPLICATION TO
THE LOCAL GOVERNMENT DIVISION OF THE NEW MEXICO DEPARTMENT OF
FINANCE AND ADMINISTRATION FOR THE APPROVAL THEREOF:**

WHEREAS, the Governing Body in and for the Village of Ruidoso, New Mexico has amended the budget for Fiscal Year 2024 (July 1, 2024 through June 30, 2025); and

WHEREAS, said budget amendment was developed on the basis of need and through cooperation and review with all elected officials; and

WHEREAS, to perform essential and necessary services for the citizens of the Village of Ruidoso, certain transfers of funds for personnel, operations and capital outlay expenditures are necessary; and

WHEREAS, the official meeting for the review of said documents were duly advertised on October 19, 2024, in compliance with the State Open Meetings act; and

WHEREAS, it is the recommendation of the Internal Finance Committee and the majority opinion of this Council that the proposed budget adjustment meets the requirements as currently determined for the close of the first quarter of FY 2025, ending October 21, 2024.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Village of Ruidoso, State of New Mexico hereby adopts the budget amendment attached as part of this action and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED, AND ADOPTED on this 24th day of October 2024.

VILLAGE OF RUIDOSO, NEW MEXICO

Lynn D. Crawford, Mayor

(SEAL)

Attest:

Jini Turri, MCM, Village Clerk

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06									For Local Government Division use only:
ENTITY NAME: Village of Ruidoso FISCAL YEAR: 2024-2025 QTR 1 DFA Resolution Number: _____									
(A) ENTITY	(B)	(C)	(D)	(E)	(F)	(G)			
RESOLUTION NUMBER	ENTITY FUND	DFA FUND	FUND NAME		EXPENDITURE TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
2024-	101	101	GENERAL FUND	10	REVENUES	\$19,287,253	\$1,828,394	\$21,115,647	FEMA Southfork Fire Reimb \$1,750,000; Keep NM Beautiful Grant \$51,741; FY 2025 Donations \$26,653 (Fire \$21,530, Seniors \$2,451, and Parks \$2,672)
2024-	101	101	GENERAL FUND	20	TRANSFERS IN	\$2,337,460	\$2,025,652	\$4,363,112	TRNSF from DFA Loan for Southfork Fire \$2,000,000 and TRNSF from Intergovernmental Grants for Moon Mtn Grant Match Paid Twice \$25,652
2024-	101	101	GENERAL FUND	30	EXPENDITURES	\$22,426,017	\$1,992,097	\$24,418,114	FY 2024 Rollover: Donations \$54,848 (Police \$12,847, Police Canine \$2,794, Fire \$2,735, Seniors \$13,430, and Parks \$23,042); Southfork Fire \$1,811,154; Keep NM Beautiful \$51,741; FY 2025 Donations \$26,654 (Fire \$21,530, Seniors \$2,452, and Parks \$2,672); IT Server Project \$47,700
2024-	101	101	GENERAL FUND	40	TRANSFERS OUT	(\$3,354,167)	(\$861,177)	(\$4,215,344)	TRNSF to FEMA for VOR Match on Bridges
2024-	202	202	SGRT	10	REVENUES	\$4,370,000	\$6,239,304	\$10,609,304	FY 2024 Rollover: Storm Drainage Plan \$350,000 (Grant \$250K; Loan 100K), Upper Canyon Diversion \$918,415 (Grant \$826,573; Loan \$91,842), Watershed Plan Grant \$137,250; Tank Restoration Phase II \$1,187,944 (Grant \$1,069,150, Loan \$118,794); Country Club Waterline Replacement \$3,645,695 (Grant \$3,098,841, Loan \$546,854)
2024-	202	202	SGRT	30	EXPENDITURES	\$298,288	\$18,752,607	\$19,050,895	FY 2024 Rollover: On-call Engineering \$49,231, Watershed Plan \$268,750, Storm Drainage Plan \$350K, Rio Ruidoso Water Plant \$58,694, Eagle Creek Water Line \$19,942; Geomorphic Survey North Fork \$58,231, H2O Conservation \$41,000, Professional Fees \$509, Water Rights \$587,365, Wingfield Drainage \$60K, River Wells Rehab \$340,967, Upper Canyon Diversion \$2,366,851, Two Rivers Raw Waterline \$478,179, Country Club Water Line \$2,005,133, Eagle Creek Phase III \$415,364, Grindstone Dam Spillway \$45,885, Water Tanks Phase I \$4,541,679, Water Tanks Phase II \$891,301; Tank Restoration Phase II \$296,643; Country Club Water Line Replacement \$1,458,277; Homestead \$125,000; Hollywood Well \$40,190; Loan Repayment \$757,490 (Tank Restoration Phase II \$118,794, Country Club \$546,854, Upper Canyon Diversion \$91,842); Interest Expense \$5,000; Storm Drain Inventory \$154,492; Eagle Creek Water Line \$68,050; Water Rights \$2,355,884, Anaconda Line \$900,000, Alto Lake \$12,500
2024-	206	206	EMS	10	REVENUES	\$16,000	\$116,370	\$132,370	FY 2025 EMS Fund Act Amount Increased \$84,000 and Grant for AEDs \$32,370
2024-	206	206	EMS	30	EXPENDITURES	\$16,000	\$116,370	\$132,370	FY 2025 EMS Fund Act Amount Increased \$84,000 and Grant for AEDs \$32,370
2024-	207	299	CERF	30	EXPENDITURES	\$0	\$352,365	\$352,365	FY 2024 Rollover: Fire \$149,954, Seniors \$7,680, Police \$101,926, Water Production \$1,334, Water Distribution \$152, Parks \$21,289, RWWTP \$5,278, Admin \$1,926, Convention Ctr \$200, Airport \$5,424, Streets \$7,964, P&Z \$7,523, Solid Waste \$30,701, Contingency \$11,014
2024-	209	209	FIRE FUND	10	REVENUES	\$1,390,074	(\$990,074)	\$400,000	Loan issued in NMFA Debt Service Fund for Fire Truck
2024-	209	209	FIRE FUND	20	TRANSFERS IN	\$0	\$990,074	\$990,074	TRNSF From NMFA Loans
2024-	209	209	FIRE FUND	30	EXPENDITURES	\$1,300,000	\$580,651	\$1,880,651	FY 2024 Rollover: Cash
2024-	211	211	LEPF	30	EXPENDITURES	\$128,000	\$61,961	\$189,961	FY 2024 Rollover: In Car Computer Systems
2024-	213		SPECIAL LIBRARY	30	EXPENDITURES	\$0	\$54,980	\$54,980	FY 2024 Rollover: Library Materials
2024-	214	214	LODGERS' TAX	20	TRANSFERS IN	\$0	\$91,355	\$91,355	TRNSF from Special Events
2024-	214	214	LODGERS' TAX	30	EXPENDITURES	\$1,496,268	\$469,100	\$1,965,368	FY 2024 Rollover: Zia Contract \$21,900; SWAG \$50,000, Trade Show \$20,000, Outside Events Advertising \$112,000, Parks Events \$200,000, Tourism Events \$65,200
2024-	215	214	SPECIAL EVENTS	40	TRANSFERS OUT	\$0	(\$91,355)	(\$91,355)	TRNSF to Lodgers' Tax to Close Out Fund
2024-	217	217	SPECIAL RECREATION	10	REVENUES	\$240,000	\$40,000	\$280,000	Ice Rink Revenue
2024-	217	217	SPECIAL RECREATION	30	EXPENDITURES	\$134,265	\$408,270	\$542,535	FY 2024 Rollover: Wubit \$121,917, Ice Rink \$36,950, Parks \$76,027, and Watershed \$173,376
2024-	218	218	INTERGOV'TAL GRANTS	10	REVENUES	\$0	\$4,720,157	\$4,720,157	FY 2024 ROLLOVER: Links \$871,104, Moon Mtn \$20,306, Recreation \$956,272, Sr Ctr Bathroom \$87,414, Sr Ctr Kitchen \$259,280, McBride \$2,260,781, RMA Bathroom \$265,000
2024-	218	218	INTERGOV'TAL GRANTS	30	EXPENDITURES	\$0	\$3,913,670	\$3,913,670	FY 2024 ROLLOVER: Links \$216,912, Moon Mtn \$23,555, Recreation \$918,423, Sr Ctr Bathroom \$43,282, Sr Ctr Kitchen \$185,716, McBride \$2,260,782, RMA Bathroom \$265,000
2024-	218	218	INTERGOV'TAL GRANTS	40	TRANSFERS OUT	\$0	(\$25,652)	(\$25,652)	TRNSF to GF for VOR Match Moon Mtn Paid Twice

FUND #	FUND NAME	DEPT#	REVENUES	TRANSFERS IN	TOTAL REVENUES	PERSONNEL	SUPPLIES	SERVICES	DEBT SERVICE	TOTAL OPERATIONS (SUP+SVS+DS)	C/O	SUBTOTAL	TRANSFERS OUT	TOTAL EXPENDITURES	NET
GENERAL FUND															
101	GENERAL FUND	000	21,115,647	4,363,112	25,478,759	-	-	-	-	-	-	-	-	-	25,478,759
101	Legislative	010	-	-	-	226,690	165,400	305,220	-	470,620	-	697,310	-	697,310	(697,310)
101	Village Clerk	012	-	-	-	214,030	8,500	43,080	-	51,580	-	265,610	-	265,610	(265,610)
101	Administration	015	-	-	-	461,920	124,770	94,350	-	219,120	-	681,040	-	681,040	(681,040)
101	Tourism	016	-	-	-	126,590	7,273	9,020	-	16,293	-	142,883	-	142,883	(142,883)
101	Judicial	020	-	-	-	243,240	3,950	16,900	-	20,850	-	264,090	-	264,090	(264,090)
101	Finance	030	-	-	-	554,710	13,180	85,785	-	98,965	-	653,675	-	653,675	(653,675)
101	Human Resources	031	-	-	-	443,420	61,380	188,070	-	249,450	-	692,870	-	692,870	(692,870)
101	Police	040	-	-	-	2,523,000	230,110	264,560	-	494,670	55,000	3,072,670	-	3,072,670	(3,072,670)
101	Police - Administration	045	-	-	-	979,080	-	-	-	-	-	979,080	-	979,080	(979,080)
101	Consolidated Dispatch	047	-	-	-	1,011,390	54,250	93,357	-	147,607	71,000	1,229,997	-	1,229,997	(1,229,997)
101	Fire	050	-	-	-	3,253,240	317,980	196,940	-	514,920	-	3,768,160	-	3,768,160	(3,768,160)
101	EMS	051	-	-	-	93,130	42,170	34,830	-	77,000	80,000	250,130	-	250,130	(250,130)
101	Planning and Zoning	070	-	-	-	627,480	29,500	788,655	-	818,155	-	1,445,635	-	1,445,635	(1,445,635)
101	Snow Removal	080	-	-	-	369,113	633,051	695,848	-	1,328,899	113,142	1,811,154	-	1,811,154	(1,811,154)
101	Senior Citizens	090	-	-	-	216,990	40,466	13,651	-	54,117	-	271,107	-	271,107	(271,107)
101	Library	100	-	-	-	498,200	80,425	37,900	-	118,325	75,000	691,525	-	691,525	(691,525)
101	Purchasing	132	-	-	-	370,780	12,880	18,370	-	31,250	-	402,030	-	402,030	(402,030)
101	Information Technology	133	-	-	-	66,560	368,300	261,348	-	629,648	687,766	1,383,974	-	1,383,974	(1,383,974)
101	Swimming Pool	150	-	-	-	73,270	87,600	28,600	-	116,200	-	189,470	-	189,470	(189,470)
101	Parks and Recreation	155	-	-	-	1,950,210	672,505	408,790	-	1,081,295	393,500	3,425,005	-	3,425,005	(3,425,005)
101	Horton Complex	157	-	-	-	-	27,565	7,500	-	35,065	-	35,065	-	35,065	(35,065)
101	Cemetery	180	-	-	-	-	430	10,000	-	10,430	-	10,430	-	10,430	(10,430)
101	Cemetery - GV	181	-	-	-	-	-	10,000	-	10,000	-	10,000	-	10,000	(10,000)
101	Convention Center	391	-	-	-	394,540	92,210	76,158	-	168,368	893,646	1,456,554	-	1,456,554	(1,456,554)
101	Wingfield House	395	-	-	-	96,010	32,400	18,960	-	51,360	-	147,370	-	147,370	(147,370)
101	Special Activities	791	-	-	-	-	-	441,280	-	441,280	-	441,280	-	441,280	(441,280)
101	Transfers Out	920	-	-	-	-	-	-	-	-	-	-	4,215,344	4,215,344	(4,215,344)
SUBTOTAL General Fund			21,115,647	4,363,112	25,478,759	14,793,593	3,106,295	4,149,172	-	7,255,467	2,369,054	24,418,114	4,215,344	28,633,458	(3,154,699)
SPECIAL REVENUE FUNDS															
201	CORRECTIONS FEE	140	-	-	-	-	-	-	-	-	-	-	-	-	-
202	SGRT	2XX	10,609,304	-	10,609,304	-	41,000	3,766,231	1,060,778	4,868,009	14,182,886	19,050,895	437,000	19,487,895	(8,878,591)
206	EMS	135	132,370	-	132,370	-	92,000	8,000	-	100,000	32,370	132,370	-	132,370	-
207	CERF	204	-	-	-	-	11,014	-	-	11,014	341,351	352,365	-	352,365	(352,365)
209	FIRE PROTECTION	140	400,000	990,074	1,390,074	-	680,651	-	-	680,651	1,200,000	1,880,651	90,074	1,970,725	(580,651)
211	LEPF	430	128,000	-	128,000	-	154,871	35,090	-	189,961	-	189,961	-	189,961	(61,961)
213	SPECIAL LIBRARY	100	-	-	-	-	54,980	-	-	54,980	-	54,980	-	54,980	(54,980)
214	LODGERS' TAX	165	2,615,000	91,355	2,706,355	-	51,300	1,609,243	-	1,660,543	-	1,660,543	-	1,660,543	1,045,812
214	LODGERS' TAX	166	-	-	-	-	-	304,825	-	304,825	-	304,825	245,792	550,617	(550,617)
215	SPECIAL EVENTS	167	-	-	-	-	-	-	-	-	-	-	91,355	91,355	(91,355)
216	MUNICIPAL GAS TAX FUND	080	125,000	2,672,322	2,797,322	1,305,470	807,645	252,700	-	1,060,345	431,507	2,797,322	-	2,797,322	-
217	SPECIAL RECREATION	151	280,000	-	280,000	118,100	172,656	159,230	-	331,886	92,549	542,535	-	542,535	(262,535)
218	INTERGOV'TAL GRANTS	XXX	4,720,157	-	4,720,157	-	-	-	-	-	3,913,670	3,913,670	25,652	3,939,322	780,835
219	RSVP	091	113,550	-	113,550	62,480	18,081	26,180	-	44,261	-	106,741	-	106,741	6,809
220	MAGISTRATE COURT BUILDIN	025	425,592	-	425,592	-	21,800	10,000	-	31,800	-	31,800	315,100	346,900	78,692
223	DWI GRANT	437	216,967	-	216,967	-	6,000	210,967	-	216,967	-	216,967	-	216,967	-
297	FORESTRY GRANTS	200	-	-	-	-	49,302	-	-	49,302	-	49,302	-	49,302	(49,302)

CAPITAL PROJECT FUNDS

300	FEMA	281	9,702,333	2,703,373	12,405,706	-	-	335,811	-	335,811	4,700,297	5,036,108	-	5,036,108	7,369,598
302	GO BONDS	302	-	-	-	-	-	1,516,302	-	1,516,302	617,665	2,133,967	-	2,133,967	(2,133,967)
320	GENERAL CAP IMPROVEMENT	302	967,474	-	967,474	-	22,290	-	-	22,290	2,820,408	2,842,698	-	2,842,698	(1,875,224)
DEBT SERVICE FUNDS															
403	REVENUE BONDS	403	-	91,300	91,300	-	-	-	91,300	91,300	-	91,300	-	91,300	-
450	NMFA LOANS	403	990,074	520,216	1,510,290	-	-	-	576,235	576,235	-	576,235	990,074	1,566,309	(56,019)
495	OTHER DEBT	403	22,030,000	-	22,030,000	-	-	-	-	-	-	-	2,000,000	2,000,000	20,030,000
499	GO BOND FUND	403	1,009,346	-	1,009,346	-	-	-	976,920	976,920	-	976,920	-	976,920	32,426
ENTERPRISE FUNDS															
502	UTILITY FUND	000	9,311,208	-	9,311,208	-	-	-	-	-	-	-	-	-	9,311,208
502	Water Billing	209	-	-	-	146,280	7,150	142,730	-	149,880	-	296,160	-	296,160	(296,160)
502	Water Production	210	-	-	-	1,011,310	844,450	636,830	-	1,481,280	-	2,492,590	510,360	3,002,950	(3,002,950)
502	Administration	212	-	-	-	445,440	265,500	612,423	-	877,923	-	1,323,363	-	1,323,363	(1,323,363)
502	Water Distribution	220	-	-	-	1,681,490	376,275	933,946	-	1,310,221	2,812,708	5,804,419	208,490	6,012,909	(6,012,909)
503	AIRPORT	170	2,449,106	470,795	2,919,901	653,220	1,173,133	236,230	-	1,409,363	931,164	2,993,747	-	2,993,747	(73,846)
507	AFFORDABLE HOUSING	520	1,000,000	-	1,000,000	-	600,000	-	-	600,000	1,202,243	1,802,243	-	1,802,243	(802,243)
508	AFFORDABLE HOUSING RENT	521	132,000	-	132,000	-	5,800	40,000	-	45,800	-	45,800	-	45,800	86,200
510	RWWTP - JUB	410	12,744,826	-	12,744,826	981,420	1,482,525	1,491,377	-	2,973,902	7,622,377	11,577,699	41,340	11,619,039	1,125,787
510	Village of Ruidoso	411	-	-	-	-	-	30,000	1,132,954	1,162,954	1,500,000	2,662,954	2,381,626	5,044,580	(5,044,580)
522	SOLID WASTE	200	4,800,870	-	4,800,870	1,617,990	363,850	1,781,890	-	2,145,740	432,963	4,196,693	470,090	4,666,783	134,087
522	Forestry Services	201	-	-	-	362,320	18,300	312,600	-	330,900	-	693,220	-	693,220	(693,220)
537	RADIO STATION	537	5,000	119,750	124,750	71,350	36,250	17,150	-	53,400	-	124,750	-	124,750	-
INTERNAL SERVICE FUND															
600	INTERNAL SERVICE		872,200	-	872,200	-	69,395	872,200	-	941,595	-	941,595	-	941,595	(69,395)
	SUBTOTAL Other Funds		85,780,377	7,659,185	93,439,562	8,456,870	7,426,218	15,341,955	3,838,187	26,606,360	42,834,158	77,897,388	7,806,953	85,704,341	7,735,221
	TOTAL Village of Ruidoso		106,896,024	12,022,297	118,918,321	23,250,463	10,532,513	19,491,127	3,838,187	33,861,827	45,203,212	102,315,502	12,022,297	114,337,799	4,580,522
214	LODGERS' TAX		2,615,000	91,355	2,706,355	-	51,300	1,914,068	-	1,965,368	-	1,965,368	245,792	2,211,160	495,195
502	JOINT UTILITY FUND		9,311,208	-	9,311,208	3,284,520	1,493,375	2,325,929	-	3,819,304	2,812,708	9,916,532	718,850	10,635,382	(1,324,174)
510	RWWTP FUND		12,744,826	-	12,744,826	981,420	1,482,525	1,521,377	1,132,954	5,118,276	9,122,377	14,240,653	2,422,966	16,663,619	(3,918,793)
522	SOLID WASTE FUND		4,800,870	-	4,800,870	1,980,310	382,150	2,094,490	-	2,476,640	432,963	4,889,913	470,090	5,360,003	(559,133)

RECAP			
	EXP	T/O	TTL
GEN	24,418,114	4,215,344	28,633,458
SP REV	31,018,658	1,204,973	32,223,631
DBT	1,644,455	2,990,074	4,634,529
ENT	34,013,638	3,611,906	37,625,544
ISF	941,595	-	941,595
VOR	92,036,460	12,022,297	104,058,757

LGBMS 50,995,122
55,900,902

53,698,218
48,617,284

VILLAGE OF RUIDOSO

BUDGET CHANGES BETWEEN ADOPTED AND PROPOSED

BYE 06/30/25

FUND	FUND #	BUDGET	REVENUES	TRANSFERS IN	EXPENDITURES	TRANSFERS OUT	EXCESS OF REV OVER EXP
General Fund	101	Q1	\$ 21,115,647	\$ 4,363,112	\$ 24,418,114	\$ 4,215,344	\$ (3,154,699)
General Fund	101	ADOPTED	19,287,253	2,337,460	22,426,017	3,354,167	(4,155,471)
Difference Between Budgets			1,828,394	2,025,652	1,992,097	861,177	1,000,772
SGRT	202	Q1	10,609,304	-	19,050,895	437,000	(8,878,591)
SGRT	202	ADOPTED	4,370,000	-	298,288	437,000	3,634,712
Difference Between Budgets			6,239,304	-	18,752,607	-	(12,513,303)
EMS	206	Q1	132,370	-	132,370	-	-
EMS	206	ADOPTED	16,000	-	16,000	-	-
Difference Between Budgets			116,370	-	116,370	-	-
CERF	207	Q1	-	-	352,365	-	(352,365)
CERF	207	ADOPTED	-	-	-	-	-
Difference Between Budgets			-	-	352,365	-	(352,365)
Fire Fund	209	Q1	400,000	990,074	1,880,651	90,074	(580,651)
Fire Fund	209	ADOPTED	1,390,074	-	1,300,000	90,074	-
Difference Between Budgets			(990,074)	990,074	580,651	-	(580,651)
LEPF	211	Q1	128,000	-	189,961	-	(61,961)
LEPF	211	ADOPTED	128,000	-	128,000	-	-
Difference Between Budgets			-	-	61,961	-	(61,961)
Special Library	213	Q1	-	-	54,980	-	(54,980)
Special Library	213	ADOPTED	-	-	-	-	-
Difference Between Budgets			-	-	54,980	-	(54,980)
Lodgers' Tax	214	Q1	2,615,000	91,355	1,965,368	245,792	495,195
Lodgers' Tax	214	ADOPTED	2,615,000	-	1,496,268	245,792	872,940
Difference Between Budgets			-	91,355	469,100	-	(377,745)
Special Events	215	Q1	-	-	-	91,355	(91,355)
Special Events	215	ADOPTED	-	-	-	-	-
Difference Between Budgets			-	-	-	91,355	(91,355)
Special Recreation	217	Q1	280,000	-	542,535	-	(262,535)
Special Recreation	217	ADOPTED	240,000	-	134,265	-	105,735
Difference Between Budgets			40,000	-	408,270	-	(368,270)
Intergovernmental Grants	218	Q1	4,720,157	-	3,913,670	25,652	780,835
Intergovernmental Grants	218	ADOPTED	-	-	-	-	-
Difference Between Budgets			4,720,157	-	3,913,670	25,652	780,835
Forestry Grants	297	Q1	-	-	49,302	-	(49,302)
Forestry Grants	297	ADOPTED	-	-	-	-	-
Difference Between Budgets			-	-	49,302	-	(49,302)
FEMA	300	Q1	9,702,333	2,703,373	5,036,108	-	7,369,598
FEMA	300	ADOPTED	-	-	-	-	-

VILLAGE OF RUIDOSO							
BUDGET CHANGES BETWEEN ADOPTED AND PROPOSED							
BYE 06/30/25							
FUND	FUND #	BUDGET	REVENUES	TRANSFERS IN	EXPENDITURES	TRANSFERS OUT	EXCESS OF REV OVER EXP
<i>Difference Between Budgets</i>			<u>9,702,333</u>	<u>2,703,373</u>	<u>5,036,108</u>	<u>-</u>	<u>7,369,598</u>
GO Bond	302	Q1	-	-	2,133,967	-	(2,133,967)
GO Bond	302	ADOPTED	-	-	-	-	-
<i>Difference Between Budgets</i>			<u>-</u>	<u>-</u>	<u>2,133,967</u>	<u>-</u>	<u>(2,133,967)</u>
General Capital	320	Q1	967,474	-	2,842,698	-	(1,875,224)
General Capital	320	ADOPTED	-	-	-	-	-
<i>Difference Between Budgets</i>			<u>967,474</u>	<u>-</u>	<u>2,842,698</u>	<u>-</u>	<u>(1,875,224)</u>
NMFA Loans	450	Q1	990,074	520,216	576,235	990,074	(56,019)
NMFA Loans	450	ADOPTED	-	520,216	576,235	-	(56,019)
<i>Difference Between Budgets</i>			<u>990,074</u>	<u>-</u>	<u>-</u>	<u>990,074</u>	<u>-</u>
Other Debt	495	Q1	22,030,000	-	-	2,000,000	20,030,000
Other Debt	495	ADOPTED	-	-	-	-	-
<i>Difference Between Budgets</i>			<u>22,030,000</u>	<u>-</u>	<u>-</u>	<u>2,000,000</u>	<u>20,030,000</u>
RJU	502	Q1	9,311,208	-	9,916,532	718,850	(1,324,174)
RJU	502	ADOPTED	7,188,500	-	7,793,824	718,850	(1,324,174)
<i>Difference Between Budgets</i>			<u>2,122,708</u>	<u>-</u>	<u>2,122,708</u>	<u>-</u>	<u>-</u>
Airport	503	Q1	2,449,106	470,795	2,993,747	-	(73,846)
Airport	503	ADOPTED	1,689,500	470,795	2,160,295	-	-
<i>Difference Between Budgets</i>			<u>759,606</u>	<u>-</u>	<u>833,452</u>	<u>-</u>	<u>(73,846)</u>
Affordable Housing Trust	507	Q1	1,000,000	-	1,802,243	-	(802,243)
Affordable Housing Trust	507	ADOPTED	-	-	-	-	-
<i>Difference Between Budgets</i>			<u>1,000,000</u>	<u>-</u>	<u>1,802,243</u>	<u>-</u>	<u>(802,243)</u>
RWWTP	510	Q1	12,744,826	-	14,240,653	2,422,966	(3,918,793)
RWWTP	510	ADOPTED	6,370,270	-	7,138,276	580,770	(1,348,776)
<i>Difference Between Budgets</i>			<u>6,374,556</u>	<u>-</u>	<u>7,102,377</u>	<u>1,842,196</u>	<u>(2,570,017)</u>
Solid Waste	522	Q1	4,800,870	-	4,889,913	470,090	(559,133)
Solid Waste	522	ADOPTED	4,800,870	-	4,966,950	470,090	(636,170)
<i>Difference Between Budgets</i>			<u>-</u>	<u>-</u>	<u>(77,037)</u>	<u>-</u>	<u>77,037</u>
Risk Management	600	Q1	872,200	-	941,595	-	(69,395)
Risk Management	600	ADOPTED	872,200	-	872,200	-	-
<i>Difference Between Budgets</i>			<u>-</u>	<u>-</u>	<u>69,395</u>	<u>-</u>	<u>(69,395)</u>
TOTAL VOR		Q1	106,896,024	12,022,297	102,315,502	12,022,297	4,580,522
TOTAL VOR		ADOPTED	50,995,122	6,211,843	53,698,218	6,211,843	(2,703,096)
<i>Difference Between Budgets</i>			<u>\$ 55,900,902</u>	<u>\$ 5,810,454</u>	<u>\$ 48,617,284</u>	<u>\$ 5,810,454</u>	<u>\$ 7,283,618</u>



VILLAGE OF RUIDOSO

FIVE YEAR GENERAL FUND PROJECTION

FOR THE YEARS ENDING JUNE 30TH

	FY 2021 (06/30/21)			FY 2022 (06/30/22)			FY 2023 (06/30/23) PERIOD 12			FY 2024 (06/30/24) PERIOD 12			FY 2025 (06/30/25) PERIOD 03		
	BUDGET	YTD	VARIANCE	BUDGET	YTD	VARIANCE	BUDGET	YTD	VARIANCE	BUDGET	YTD	VARIANCE	BUDGET	YTD	VARIANCE
	REVENUES														
Taxes	\$ 8,009,267	\$ 8,919,674	\$ 910,407	\$ 9,164,985	\$10,232,551	\$ 1,067,566	\$11,383,230	\$10,939,562	\$ (443,668)	\$11,047,041	\$12,382,215	\$ 1,773,174	\$11,483,142	\$ 1,965,830	\$ (9,517,312)
Intergovernmental	3,778,252	7,558,912	3,780,660	4,658,571	5,893,576	1,235,005	5,689,755	5,932,845	243,090	6,337,023	7,460,667	2,758,837	7,556,741	1,410,522	(6,146,219)
Licenses & Permits	336,000	503,540	167,540	334,200	526,973	192,773	422,000	570,986	148,986	512,000	588,430	76,430	517,000	153,009	(363,991)
Charges for Services	371,364	255,773	(115,591)	351,885	570,554	218,669	316,000	333,319	17,319	351,000	590,606	239,606	388,000	46,733	(341,267)
Fines and Forfeits	53,000	72,204	19,204	40,000	34,037	(5,963)	40,000	27,739	(12,261)	20,000	34,734	14,734	20,000	10,309	(9,691)
Interest	50,000	59,784	9,784	50,000	85,013	35,013	68,000	94,454	26,454	80,000	170,504	90,504	100,000	60,477	(39,523)
Miscellaneous	505,472	588,852	83,380	881,235	1,138,286	257,051	604,998	779,688	174,690	797,687	1,015,027	272,157	1,050,764	257,138	(793,626)
	13,103,355	17,958,739	4,855,384	15,480,876	18,480,990	3,000,114	18,523,983	18,678,593	154,610	19,144,751	22,242,183	5,225,442	21,115,647	3,904,018	(17,211,629)
EXPENDITURES															
Personnel	9,644,062	9,002,308	641,754	10,392,381	9,842,101	550,280	12,714,040	11,422,174	1,291,866	13,156,964	12,459,572	672,788	14,793,593	3,837,107	10,956,486
Operations	4,863,108	3,219,014	1,644,094	6,589,568	4,090,065	2,499,503	7,793,341	5,892,296	1,901,045	6,688,904	4,934,294	111,636	7,255,467	1,816,556	5,438,911
Capital Outlay	448,395	269,829	178,566	805,321	426,806	378,515	1,335,649	1,036,152	299,497	1,071,559	950,159	(180,159)	2,369,054	350,537	2,018,517
	14,955,565	12,491,151	2,464,414	17,787,270	14,358,972	3,428,298	21,843,030	18,350,622	3,492,408	20,917,427	18,344,025	604,265	24,418,114	6,004,200	18,413,914
OVER/(UNDER) EXPENDITURES	(1,852,210)	5,467,588	2,390,970	(2,306,394)	4,122,018	(428,184)	(3,319,047)	327,971	(3,337,798)	(1,772,676)	3,898,158	4,621,177	(3,302,467)	(2,100,182)	(35,625,543)
OTHER FINANCING SOURCES															
Designated Cash	1,784,915	-	-	7,003,209	-	-	5,535,740	-	-	5,224,825	-	-	3,154,699	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers IN	5,053,026	2,156,154	(2,896,872)	3,305,766	2,315,039	(990,727)	4,402,963	4,396,019	(6,944)	2,613,784	2,592,681	662,301	4,363,112	2,605,424	(1,757,688)
Transfers OUT	(4,985,731)	(4,860,691)	125,040	(8,002,581)	(7,466,614)	535,967	(6,619,656)	(4,721,836)	1,897,820	(6,065,933)	(4,899,328)	(1,341,555)	(4,215,344)	(546,885)	3,668,459
	1,852,210	(2,704,537)	(2,771,832)	2,306,394	(5,151,575)	(454,760)	3,319,047	(325,817)	1,890,876	(3,452,149)	(2,306,647)	(679,254)	147,768	2,058,539	1,910,771
NET REVENUES AND OTHER FINANCING SOURCES OVER/(UNDER) EXPENDITURES	\$ -	2,763,051	\$ 4,547,966	\$ -	(1,029,557)	\$ 5,973,652	\$ -	2,154	\$ 5,537,894	\$ -	1,591,511	\$ 5,150,453	\$ -	(41,643)	\$ 3,113,056
CASH, BEGINING OF YEAR	\$ 3,116,539	6,900,038	\$ 1,998,584	\$ 362,444	9,663,089	\$ 2,297,436	\$ 161,692	8,633,532	\$ 2,936,100	\$ 475,817	8,635,686	\$ 2,935,044	\$ 3,165,600	10,227,197	\$ 3,906,898
AVAIL CASH			RESERVE*	AVAIL CASH		RESERVE*	AVAIL CASH		RESERVE*	AVAIL CASH		RESERVE*	AVAIL CASH		RESERVE*
CASH, END OF YEAR		\$ 9,663,089			\$ 8,633,532			\$ 8,635,686			\$10,227,197			\$10,185,554	
* State Law requires the Village maintain 1/12th (8%) of actual expenditures on reserve; Council's desires a reserve of 2/12ths (16%) due to the number of natural disasters within the last few years. JS 04/30/18															

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Ashlie Carabajal, Water Resource Manager
Michael Martinez, Deputy Village Manager

Meeting Date: October 24, 2024

Re: Discussion and Possible Action on Task Order #3 on RFP #2024-004P with Cobb, Fendley & Associates, Inc. for Surveying and Engineering Services to Conduct the Village of Ruidoso Base Flood Elevation Survey and to Develop an Interim FEMA Flood Map in an Amount Not to Exceed \$290,128.58 Including NMGRT.

Item Summary:

Discussion and Possible Action on Task Order #3 on RFP #2024-004P with Cobb, Fendley & Associates, Inc. for Surveying and Engineering Services to Conduct the Village of Ruidoso Base Flood Elevation Survey and to Develop an Interim FEMA Flood Map in an Amount Not to Exceed \$290,128.58 Including NMGRT.

Financial Impact:

The task order will be budgeted out of the General Fund's Southfork Fire Professional Fees line item (101-080-52006), which will be reimbursed by FEMA.

Item Discussion:

The Village is requesting services from Cobb, Fendley & Associates, Inc to conduct surveying and engineering services to conduct the Village of Ruidoso base flood elevation survey and develop an interim FEMA flood map.

Recommendations:

To Approve Task Order Task Order #3 on RFP #2024-004P with Cobb, Fendley & Associates, Inc. for Surveying and Engineering Services to Conduct the Village of Ruidoso Base Flood Elevation Survey and to Develop an Interim FEMA Flood Map in an Amount Not to Exceed \$290,128.58 Including NMGRT.

ATTACHMENTS:

Description
Task Order

Scope of Work

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
Cobb, Fendley & Associates, Inc.
FY 2025**

1. **Task Order Number:** RFP#2024-004P-03
2. **Title:** Village of Ruidoso Base Flood Elevation Survey and Interim FEMA Flood Map Development
3. **Location:** Village of Ruidoso
4. **Scope of Services Required:** Provide surveying and engineering services to conduct the Village of Ruidoso Base Flood Elevation Survey and develop an interim FEMA Flood Map.
5. **Project Number:** _____
6. **Village Contact:** Ashlie Carabajal or Michael Martinez
Cobb Fendley Contact: Sean Wolfe
7. **Performance Time:** October 2024 – June 2025
8. **Estimated Cost:** \$290,128.58 including NM gross-receipts tax
9. **Attachments:** October 3, 2024 “Task Order #3, Contract RFP#2024-004P Village of Ruidoso Base Flood Elevation Survey & Interim FEMA Flood Map Development”
10. **The parties hereto executed the original Task Order on: (date)** _____

Village of Ruidoso

Cobb, Fendley & Associates, Inc.

Lynn D. Crawford, Mayor

Sean Wolfe, PG, Region Manager

Date: _____

Date: _____

(SEAL)

ATTEST:

Jini S. Turri, Village Clerk

October 3, 2024

Ashlie Carabajal
Water Resources Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345
Email: ashliecarabajal@ruidoso-nm.gov

VIA EMAIL

RE: Task Order #3, Contract RFP#2024-004P
Village of Ruidoso Base Flood Elevation Survey & Interim FEMA Flood Map Development

Dear Ashlie,

CobbFendley is pleased to continue to provide services to the Village of Ruidoso under the terms of our current contract. We will provide the following services to field survey, data process, and produce an Interim Base Flood Elevation map for acceptance by FEMA for floodplains within the limits of the Village of Ruidoso. Through discussions with you and Village staff, we understand that flooding events occurring post South Fork and Salt fires are exceeding current base flood elevations shown on FEMA insurance rate maps (FIRMs). Our scope of work describing this effort is presented below. Total project budget, billed on a time and materials basis including New Mexico Gross Receipts Tax, is \$290,128.58.

Survey Services – Physical Limits of Flooding Extent

CobbFendley will survey the limits of flooding extents within currently mapped FEMA floodplains. Flooding limits will be identified based on physical features identified in the field and from reference GPS grade data files collected by Village staff. CobbFendley will establish project control based on a local National Geodetic Survey (NGS) monument or utilizing Online Position User Service (OPUS), tied to the New Mexico State Plane Coordinate System (NAD 83 – Central Zone) and NAVD 88 vertical datum. Following field verification of the control network, field location surveys will be conducted throughout the project limits.

All work will be completed in accordance with the Minimum Standards for Surveying in New Mexico and under the direction of a New Mexico Professional Surveyor. All above-mentioned survey/mapping activities shall be performed to meet Village of Ruidoso survey and ArcGIS standards.

Deliverables will include:

- Ascii point files in Local Project Surface Coordinates (NAD 83/NAVD 88)
- digital photographs
- ArcGIS shape files and supporting schema data

The surveying services task has an undefined schedule given the need for extensive field time to collect all relevant ground and feature data. Therefore, our fee is an estimate of effort required to collect the information in a ten-week (50 business days) period and process the data. However, additional time and fee may be required to capture all features identified once field work begins and CobbFendley reserves the right to submit supplemental fee requests.

Surveying activities will require entry onto private property throughout the Village. CobbFendley requires a blanket right of entry document issued by the Village Administration that may be presented to landowners during field data collection. This will serve to inform landowners of the need to collect the data and include mobile phone contact numbers for members of the Village Administration who can verify the data collection effort.

TASK FEE (incl. NMGRT) \$198,035.06 Time & Materials
(50 days of survey crew and survey data validation)

Interim Flood Plain Map Generation

Floodplain limits identified from the survey effort will be reviewed and verified through engineering assessment. Results of on-going hydraulic modeling performed under separate task order will be evaluated and compared to observational data collected in the field. Based on consultation with the Village, limits of current floodplain extents recently observed appear to correlate with the current FIRM map 500-year storm flood limit due to changes in the contributing watershed.

Results of modeling efforts currently underway will be compared to observational and survey data. Any areas that require more detailed assessment will be field checked by a registered professional engineer to identify conditions that may influence observed and surveyed data. Once resolution is obtained, an interim floodplain map will be generated for submission to FEMA including 100-year and 500-year storm event scenarios. CobbFendley will provide support to the Village during the expedited FEMA review process.

TASK FEE (incl. NMGRT) \$92,093.53 Time & Materials

We will conduct a kick-off meeting with you and representatives from the Village departments involved before initiating this work. Weekly status emails will be provided to keep you updated on progress. Up to five coordination meetings will be held through virtual means to present results and discuss findings.

We appreciate the opportunity to support the Village now and into the future as we work together toward recovery from the flooding resulting from the recent forest fires. Please feel free to contact me with any questions or additional information needs. Thank you very much.

Sincerely,



L. Brad Sumrall, PE
Principal
Senior Project Manager
Mountain Municipal Program

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Christella Armijo, Water Resource Director
Adam Sanchez, Public Works Director

Meeting Date: October 24, 2024

Re: Discussion and Possible Action on Award of RFP #2025-002P for Professional Services Agreement for Disaster Recovery Coordinator to D.W. Dukes, LLC.

Item Summary:

Discussion and Possible Action on Award of RFP #2025-002P for Professional Services Agreement for Disaster Recovery Coordinator to D.W. Dukes, LLC.

Financial Impact:

Projects will be issued by Task Order and presented to Council with Amount for Approval.

Reimbursable by FEMA.

Item Discussion:

The purpose of the Request for Proposal (RFP) was to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Disaster Recovery Coordinator for the Village of Ruidoso.

The Village was conducting a single-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

A full description of the scope of work is located in Appendix E of the RFP.

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 10/10/24.

Twenty (20) firms drew down on the RFP from the Village of Ruidoso website. No pre-proposal conference was held.

Three (3) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: D.W. Dukes, LLC, The Sulzer Group and High Water Mark, LLC.

Zero (0) addenda were issued.

Proposal Submission Deadline was 10/10/24 at 3:00 pm.

Two (2) Proposals were received to be evaluated:

- D.W. Dukes, LLC
- The Sulzer Group

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

Recommendations:

To Approve Award of RFP #2025-002P for Professional Services Agreement for Disaster Recovery Coordinator to D.W. Dukes, LLC.

ATTACHMENTS:

Description

Evaluation Report

Evaluation Summary

EVALUATION COMMITTEE REPORT	
RFP TITLE	Disaster Recovery Coordinator
RFP NUMBER	2025-002P
DATE OF REPORT	10/16/24
AUTHOR	Christy Coker
AUTHOR	575-258-4343 Ext. 1081
PHONE/EMAIL	purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the evaluation committee process. The Evaluation Committee Report will be:

- written by the purchasing lead or designee,
- approved by the evaluation committee,
- signed by the evaluation committee,
- And become part of the procurement file.

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Disaster Recovery Coordinator for the Village of Ruidoso.

The Village is conducting a single-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

A full description of the scope of work is located in Appendix E of the RFP.

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 10/10/24.

Twenty (20) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Three (3) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: D.W. Dukes, LLC, The Sulzer Group and High Water Mark, LLC

Zero (0) addenda were issued.

Proposal Submission Deadline was 10/10/24 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

Two (2) Proposals were received to be evaluated:

- D.W. Dukes, LLC
- The Sulzer Group

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

- **Technical Competence – Background, Experience and Qualifications of the Proposer – 20 Possible Points**
This should include:
 - a. The organization and size of the proposer, whether it is local, regional, national or international operations.in operations.
 - b. The location of the office from which the work is to be done and the number of professional staff by staff level employed at that office.
 - c. A description of the range of activities performed by the office.
 - d. An organizational chart showing the proposed project team
 - e. A statement on the proposer's staff capability to perform the range of activities.
 - f. Identify the consultant and other staff who will work on the consulting activities. Biographies or Resume including relevant experience for FEMA Consultant in charge up to the individual with final responsibility for the engagement shall be included.
 - g. Describe FEMA and DHSEM Consultant experience similar to the type of activity being requested and give the names and telephone numbers of client officials responsible for three of your FEMA Consulting projects.
 - h. If other subcontractors are to participate in the consulting services, those subcontractors shall be required to provide similar information.
- **Proposed Methodology – 20 Possible Points**
Description of the project team and team’s approach/methodology.
- **Sample Disaster Management Plan – 20 Possible Points**
Sample disaster Management Plan.
- **Familiarity with the Village of Ruidoso – 20 Possible Points**
Familiarity with the Village of Ruidoso’s South Fork Disaster (DR-4795-NM) and previous disasters.
- **Past Record of Performance – 20 Possible Points**
The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.
Information provided for each client shall include the following:
 - Client name, address, and current telephone number.
 - Description of services provided.
 - Time period of the project or contract.
 - Client’s contact reference name and current telephone number.

The Village reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the firm’s performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems with the project?
- How was the quality/experience/personality of their personnel? (Specifically, the project manager?)
- Would you use this firm again?

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the “past performance” evaluation factor for each qualification.

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS

Name	Brief statement of expertise and who he/she represents
Eric Queller	Village of Ruidoso – Emergency Manager
Christella Armijo	Village of Ruidoso – Water Resource Director
Adam Sanchez	Village of Ruidoso – Public Works Director

Section 5. EVALUATION COMMITTEE MEETINGS (full and sub-committee meetings including orientation meeting, initial scoring meeting, oral presentations/demonstrations)


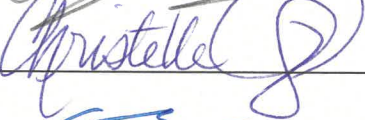

Reason for Meeting	Date of Meeting	Summary of Meeting
Evaluation Committee Kick Off Meeting	10/10/24	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	10/16/24	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

Both proposals received were very well prepared and met all requirements of this procurement. D.W. Dukes, LLC scored higher and was within the budget for this service.

The Evaluation Committee recommends the award of RFP 2025-002P for Disaster Recovery Coordinator to D.W.Dukes, LLC.

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Eric Queller	Agree		10/16/24
Christella Armijo	Agree		10/17/24
Adam Sanchez	Agree		10-17-24

EVALUATION CRITERIA Summary Totals
10/10/2024 @ 03:00 PM

CRITERIA AND POINT VALUES FOR RFP #2025-002P Disaster Recovery Coordinator

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

CRITERIA	Possible Points	DW Dukes, LLC	The Sulzer Group
B. Technical Specifications			
<p>1. Technical Competence – Background, Experience and Qualifications of the Proposer</p> <p>This should include:</p> <ul style="list-style-type: none"> a. The organization and size of the proposer, whether it is local, regional, national or international operations.in operations. b. The location of the office from which the work is to be done and the number of professional staff by staff level employed at that office. c. A description of the range of activities performed by the office. d. An organizational chart showing the proposed project team e. A statement on the proposer's staff capability to perform the range of activities. f. Identify the consultant and other staff who will work on the consulting activities. Biographies or Resume including relevant experience for FEMA Consultant in charge up to the individual with final responsibility for the engagement shall be included. g. Describe FEMA and DHSEM Consultant experience similar to the type of activity being requested and give the names and telephone numbers of client officials responsible for three of your FEMA Consulting projects. h. If other subcontractors are to participate in the consulting services, those subcontractors shall be required to provide similar information. 	20	19	12
<p>2. Proposed Methodology</p> <p>Description of the project team and team’s approach/methodology.</p>	20	18	9
<p>3. Sample Disaster Management Plan</p> <p>Sample disaster Management Plan.</p>	20	19	5
<p>4. Familiarity with the Village of Ruidoso</p> <p>Familiarity with the Village of Ruidoso’s South Fork Disaster (DR-4795-NM) and previous disasters.</p>	20	17	12

<p>5. Past Record of Performance</p> <p>The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.</p> <p>Information provided for each client shall include the following:</p> <ul style="list-style-type: none"> • Client name, address, and current telephone number. • Description of services provided. • Time period of the project or contract. • Client's contact reference name and current telephone number. 	20	0	0
C. Business Specifications			
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	Pass	Pass
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass	Pass
3. Debarment Certification (Appendix F)	Pass/Fail	Pass	Pass
4. Non-Collusion Affidavit (Appendix G)	Pass/Fail	Pass	Pass
5. New Mexico Resident Business Preference	8		
6. New Mexico Resident Veterans Preference	10		
TOTAL POINTS:	110	72	38

Christy Cohen
Purchasing Agent

10/16/2024
Date

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Christella Armijo, Water Resource Director
Adam Sanchez, Public Works Director

Meeting Date: October 24, 2024

Re: Discussion and Possible Action on Agreement for RFP #2025-002P for Professional Services for Disaster Recovery Coordinator with D.W. Dukes, LLC.

Item Summary:

Discussion and Possible Action on Agreement for RFP #2025-002P for Professional Services for Disaster Recovery Coordinator with D.W. Dukes, LLC.

Financial Impact:

Projects will be issued by Task Order and presented to Council with Amount for Approval. Reimbursable by FEMA.

Item Discussion:

The purpose of the Request for Proposal (RFP) was to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Disaster Recovery Coordinator for the Village of Ruidoso.

The Village was conducting a single-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

A full description of the scope of work is located in Appendix E of the RFP.

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 10/10/24.

Twenty (20) firms drew down on the RFP from the Village of Ruidoso website. No pre-proposal conference was held.

Three (3) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: D.W. Dukes, LLC, The Sulzer Group and High Water Mark, LLC.

Zero (0) addenda were issued.

Proposal Submission Deadline was 10/10/24 at 3:00 pm.

Two (2) Proposals were received to be evaluated:

- D.W. Dukes, LLC
- The Sulzer Group

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

Recommendations:

To Approve Agreement for RFP #2025-002P for Professional Services for Disaster Recovery Coordinator with D.W. Dukes, LLC.

ATTACHMENTS:

Description

Agreement

**PROFESSIONAL SERVICES AGREEMENT FOR
DISASTER RECOVERY COORDINATOR**

THIS Agreement (“Agreement”) is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and D. W. Dukes, LLC, hereinafter referred to as the "Consultant" and collectively the "Parties".

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

Village of Ruidoso
Department: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

D. W. Dukes, LLC
ATTN: Dennis Dukes
Title: P.E., Owner
Street: 5900 Balcones Dr, Ste 100
City, State, Zip: Austin, TX 78731
Phone: 512-987-8839
Email: dwdukes@dwdukes.com

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

WHEREAS, all terms and conditions of the RFP #2025-002P Disaster Recovery Coordinator and the Consultant’s response to such document(s) are incorporated herein by reference; and

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

1. Definitions

- A. “Business Hours” means 8:00 AM to 5:00 PM Local Time.
- B. “Procuring Agency” means any state agency or local body that enters into an Agreement to procure products or services.
- C. “Products and Services Schedule” refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and

services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

- D. "RFP" means Request for Proposals as defined in statute and rule.
- E. "RPR" means Resident Project Representative.
- F. "You" and "your" refers to D. W. Dukes, LLC. "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

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

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

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

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

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

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

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

4. Term.

This agreement shall be effective October 24, 2024, through October 23, 2025, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

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

B. Notice; Procuring Agency Opportunity to Cure.

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

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided,

however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

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

7. Status of Consultant.

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

8. Conflict of Interest; Governmental Conduct Act.

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

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is

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

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

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

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

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

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

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

9. Amendment.

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

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

10. Merger.

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

11. Penalties for violation of law.

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

12. Equal Opportunity Compliance.

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

13. Workers Compensation.

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

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement,

Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

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

16. Invalid Term or Condition.

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

17. Enforcement of Agreement.

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

18. Non-Collusion.

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

19. Succession.

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

20. Headings.

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

21. Default/Breach.

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring

Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

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

23. New Mexico Employees Health Coverage.

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

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

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

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

25. Indemnification.

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

26. Default and Force Majeure.

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

27. Assignment.

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

28. Subcontracting.

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

29. Inspection of Plant.

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

30. Commercial Warranty.

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

31. Condition of Proposed Items.

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

32. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality.

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

34. Consultant Personnel.

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

Dennis W Dukes, P.E., Owner

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

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Consultant's best and final offer; and (3) the Consultant's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. Inspection.

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

37. Inspection of Services.

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

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

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

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

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

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

- (1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

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

- (1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

38. Contract Provisions

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

- A. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. NFE contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.
- E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

- regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
- I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
- L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency

(EPA).

- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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

39. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.
- B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage.
- C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such a certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

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

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

SIGNATURES:

Village of Ruidoso:

D.W. Dukes, LLC:

Lynn D. Crawford, Mayor

Dennis Dukes, P.E, Owner

Date: _____

Date: _____

ATTEST: _____

Jini S. Turri, Village Clerk

RFP: #2025-002P
Disaster Recovery Coordinator


October 10, 2024



Submitted by: D.W.Dukes, LLC

Contact: Dennis W. Dukes, PE, Owner
FEMA PA & Civil Engineering Consultant

 dwdukes@dwdukes.com

 (512) 987-8839

D.W.DUKES, LLC

FEMA PA & CIVIL ENGINEERING CONSULTANT

A. APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2025-002P Disaster Recovery Coordinator

Offeror Name: D.W.Dukes, LLC FEIN#92-2844039

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

D.W.Dukes, LLC

5900 Blacones Dr., Ste. 100

Austin, TX, 78731

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name Dennis W. Dukes, PE

Title FEMA PA & Civil Engineering Consultant

E-Mail Address dwdukes@dwdukes.com

Telephone Number (512) 987-8839

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name Dennis W. Dukes, PE

Title FEMA PA & Civil Engineering Consultant

E-Mail Address dwdukes@dwdukes.com

Telephone Number (512) 987-8839

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name Dennis W. Dukes, PE

Title FEMA PA & Civil Engineering Consultant

E-Mail Address dwdukes@dwdukes.com

Telephone Number (512) 987-8839

5. Use of Sub-Consultants (Select one)

No Sub-Consultants will be used in the performance of any resultant contract OR

The following Sub-Consultants will be used in the performance of any resultant contract:

Terry Anderson, Bill Kelly, Brandon Dukes - EIT, Hazel Joanes

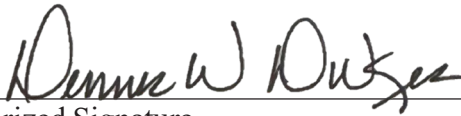
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-Consultants listed in (5) above) which will be used in the performance of any resultant contract.

N/A

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.



Authorized Signature

(Must be signed by the person identified in item #2, above.)

10/10/2024

Date

B. TABLE OF CONTENTS

A. APPENDIX D – LETTER OF TRANSMITTAL FORM	2
B. TABLE OF CONTENTS	4
C. PROPOSAL SUMMARY	5
D. RESPONSE TO CONTRACT TERMS AND CONDITIONS	8
E. OFFEROR’S ADDITIONAL TERMS AND CONDITIONS	10
F. RESPONSE TO SPECIFICATIONS	11
1. Technical Competence – Background, Experience and Qualifications of the Proposer	11
2. Proposed Methodology	36
3. Sample Disaster Management Plan	42
4. Familiarity with the Village of Ruidoso	44
5. Past Record of Performance	45
6. Signed Campaign Contribution Form (Appendix B)	48
7. Debarment Certification (Appendix F)	51
8. Non-Collusion Affidavit (Appendix G)	53
G. OTHER SUPPORTING MATERIAL (IF APPLICABLE).....	55

C. PROPOSAL SUMMARY

D.W.Dukes is pleased to present our strategy and solution to the Village of Ruidoso (the Village) for **Disaster Recovery Coordinator RFP #2025-002P** in response to the New Mexico South Fork Fire and Salt Fire, DR-4795-NM. We understand you are looking for a Coordinator to assist the Village in the process to receive the maximum recovery funding from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security Emergency Management (DHSEM or the State) under the FEMA Public Assistance (PA) Grant Program under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), and other federal agencies having disaster relief programs like the Natural Resources Conservation Service (NRCS), the United States Army Corps of Engineers (USACE), and the Federal Highway Administration (FHWA).

D.W.Dukes is uniquely positioned to serve in this role, offering the following key strengths to the Village:

- **Experienced Leadership with Local Knowledge:** Led by Dennis Dukes, PE, a seasoned expert with over 20 years of experience working with FEMA, our team brings unmatched expertise. **Dennis has worked on 19 disaster declarations and has been on-site in Ruidoso since August 2024, coordinating recovery efforts and conducting damage assessments.**
- **A Head-Start on the Project Timeline:** A successful approach to Disaster Recovery Coordination starts with identifying damages and providing FEMA with a list of damages and a preliminary Damage Descriptions and Dimensions (DDD) and Scopes of Work (SOW). With much of this groundwork already completed for the Village by Dennis Dukes over the past 5 weeks, unlike other vendors, D.W.Dukes, LLC is well-positioned to move forward immediately with project formulation and recovery efforts.
- **Strong Relationships with FEMA and DHSEM Ruidoso Teams:** Dennis has developed strong working relationships with FEMA and DHSEM staff working on the response to the New Mexico South Fork Fire and Salt Fire, DR-4795-NM, ensuring smooth communication and minimizing delays. This collaboration is key to avoiding common challenges and expediting the payment process.
- **Personalized Service:** Unlike large corporations, D.W.Dukes offers a hands-on approach, with direct access to key team members who will be focused on your project. Our small, family-owned business is committed to delivering tailored solutions and maximizing the benefits for the Village's recovery with our highly experienced team. With D.W.Dukes, you know who will be working on your project and you know they have the right experience to ensure you receive the maximum recovery benefits.



Perk Canyon Drive at Echo Drive: Post burn scarred watershed caused extreme flooding with heavy debris that filled the drainageways and caused the roadway to erode.

Project Approach

Our project team will implement a systematic and comprehensive approach to disaster recovery coordination for the Village, ensuring all recovery efforts are thoroughly managed. The team, composed of skilled engineers and construction managers, will bring expertise in disaster recovery, FEMA compliance, and hazard mitigation to each phase of the project.

DISASTER RECOVERY COORDINATOR RFP #2025-002P

We will carefully monitor project status and payments, coordinating with the appropriate agencies to meet deadlines and ensure timely closeout. Interagency collaboration with FEMA, DHSEM, and other federal bodies like NRCS, USACE, and FHWA will be key to optimizing funding opportunities. This structured approach will ensure projects are efficiently developed, tracked, and executed in full compliance with FEMA, federal, and State funding requirements.



S. Oak Drive: Creek turned into a raging river causing extreme erosion and undermining roadways and depositing various types of debris.

Proven Disaster Recovery Experience

Our team brings over 130 years of combined disaster recovery experience, ensuring a comprehensive approach to managing the Village's recovery. From engineering assessments to financial management, we cover every aspect of the recovery process.

- **Specialized Technical Expertise:** Our team includes engineers, including Dennis Dukes, who is a licensed Professional Engineer in New Mexico, and construction experts, allowing us to effectively review and manage technical documents, engineering plans, and FEMA requirements. All of our team members are well-versed in FEMA's processes, ensuring all work produced on behalf of the Village meets their standards for reimbursement.
- **Policy and Appeals Expertise:** Our Policy Advisor, Hazel Joanes, brings extensive experience from FEMA's Appeals division. Her expertise ensures claims and appeals are handled efficiently and all necessary documentation is submitted accurately and on time.

D.W.Dukes is committed to our relationship with the Village and is ready to continue supporting you, leveraging our expertise to secure the best outcomes and ensure a swift and effective recovery.

We look forward to further discussing our proposal with you.

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Guide to Acronyms and Abbreviations

The following acronyms and abbreviations are used throughout our proposal and are provided here for your convenience.

D.W.Dukes, LLC	D.W.Dukes
Damage Descriptions and Dimensions	DDD
Department of Homeland Security Emergency Management	DHSEM or the State
Engineer-In-Training	EIT
Essential Elements of Information	EEI
Federal Emergency Management Agency	FEMA
Federal Highway Administration	FHWA
FEMA Public Assistance Grant Program	FEMA PA
Hazard Mitigation Grant Program	HMGP
Hazard Mitigation Proposal	HMP
Hydrology and Hydraulic	H&H
Limited Liability Company	LLC
Natural Resources Conservation Service	NRCS
Office of Emergency Management	OEM
Professional Engineer	PE
Robert T. Stafford Disaster Relief and Emergency Assistance Act	Stafford Act
Scope of Work	SOW
Subject Matter Expert	SME
The Village of Ruidoso	the Village
United States Army Corps of Engineers	USACE

D. RESPONSE TO CONTRACT TERMS AND CONDITIONS

Please see the following questions for clarification and request for modified language.

2. Scope of Work

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

Question for clarification: The RFP identifies Appendix E as the Detailed Scope of Work. Should Exhibit A be Appendix E in the statement above?

3. Compensation

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

Modification: D.W.Dukes is requesting the underlined provision be added to B. Payment. This ensures the compensation remains fair and adequate for the amount of work being done. This can help to prevent disputes over compensation in the future.

3. Compensation

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

Question for Clarification: The contract states Payment is subject to Acceptance (as a defined term), but it is not actually defined. What is the definition of acceptance? What is the definition of Deliverable?

3. Compensation

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

Question for Clarification: Do property taxes apply?

39. Insurance

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,00.00) coverage.

Question for Clarification: The amount of coverage required for errors and omissions insurance seems to include a typo. Please clarify the required coverage is \$1,000,000.00

E. OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

D.W.Dukes is not suggesting additional Terms and Conditions.

F. RESPONSE TO SPECIFICATIONS

1. TECHNICAL COMPETENCE – BACKGROUND, EXPERIENCE AND QUALIFICATIONS OF THE PROPOSER

- a. **The organization and size of the proposer, whether it is local, regional, national or international operations.in operations.**

D.W.Dukes, LLC is a single member LLC regional company based out of El Paso, Texas. For the Disaster Recovery Coordinator contract with the Village of Ruidoso, in addition to the D.W.Dukes’ owner and proposed staff member, we will be working with four single member subcontractors (under IRS Form 1099).

- b. **The location of the office from which the work is to be done and the number of professional staff by staff level employed at that office.**

The Disaster Recovery Coordinator service will be performed primarily in an office or lodging location established in Ruidoso, New Mexico and, as needed, remotely in El Paso, Texas. Since late August 2024, Dennis Dukes has been on the ground in Ruidoso providing Technical Assistance to the Village for disaster recovery efforts.

As your Disaster Recovery Coordinator, we will continue to work in and with the Village to coordinate the process to receive the maximum recovery funding from FEMA and DHSEM as allowed under the Stafford Act.

The local Ruidoso office will be staffed by:

Staff Member	Project Role
Dennis W. Dukes, PE D.W.Dukes	Project Manager, SME
Terry Anderson Subcontractor	Senior Construction Manager, SME
Bill Kelly Subcontractor	Senior Construction Manager, SME
Brandon Dukes, EIT Subcontractor	Project Engineer, SME
Hazel Joanes Subcontractor	Senior Policy Advisor, SME
Lindsay Dukes D.W.Dukes	Administrative Support

- c. **A description of the range of activities performed by the office.**

D.W.Dukes offers specialized technical advisory services to support disaster recovery efforts, including the implementation of strategies to maximize federal and state assistance, providing expert advice on federal disaster relief programs and supporting strategic planning for recovery efforts. In addition to representing entities like the Village of Ruidoso in meetings with FEMA, DHSEM, and other agencies, we assess damage sites, formulate Project Worksheets, and identify opportunities to enhance recovery through public assistance 406 Hazard Mitigation funding and the HMGP.

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Our activities include reviewing contracts and procurement documentation to ensure cost recovery, assisting with claims, and overseeing progress payment requests. We collaborate with communities to develop damage descriptions, SOWs, and construction cost estimates for repairs and improvements, while ensuring compliance with building and floodplain codes. Throughout the recovery process, we coordinate closely with FEMA, the local/state government, and federal agencies such as the NRCS, USACE, and FHWA. We also assist in resolving disputes, preparing appeals, reviewing engineering plans, and ensuring all recovery efforts align with federal policies and maximize available mitigation and disaster funding for repairs.

Immediately following the New Mexico South Fork Fire and Salt Fire, DR-4795-NM disaster, tasks performed to date for the Village by Dennis Dukes include identifying disaster-related damages and providing FEMA with the list of damage inventory. Dennis has developed relationships with the Village, FEMA, and DHSEM personnel through meetings and damage site visits. All 145 roadway damages were identified, and preliminary DDDs and SOWs were developed and submitted in the Village's Office of Emergency Management (OEM) PA Damage Survey Tool. Please see Section G for a sample damage assessment submitted by Mr. Dukes into the Village's OEM PA Damage Survey Tool.



Since late August 2024, Dennis Dukes has been on the ground in Ruidoso providing Technical Assistance to the Village for disaster recovery efforts.

Mr. Dukes has also provided technical expertise to the Village and advised on the best approaches to issues raised by FEMA. For example, FEMA said no roadway projects can begin until a Hydrology and Hydraulic study is performed; however, as identified by Mr. Dukes, that requirement is not found anywhere in FEMA policy statements. With his advice, the Village was able to eliminate that particular obstacle and bring funding closer without that delay.



Main Rd: Upper Canyon annihilated by the wildfire as seen here with only chimneys remaining from the homes. The high heat from the fires damaged all public infrastructure.

The range of services we are prepared to perform for the Village include:

- Disaster Recovery Consulting

DISASTER RECOVERY COORDINATOR RFP #2025-002P

- FEMA Public Assistance Disaster Recovery Consulting
 - Manage FEMA PA projects
 - Manage FEMA Grants Manager for every project to include staff/contacts, elements of information, document uploads and downloads, continuous monitoring, comment development, and review of FEMA's developments
 - Represent the Village for FEMA PA
 - Develop and keep current a comprehensive list of damages
 - Develop DDDs for all damaged sites, damage inventory, for all categories of work A-G
 - Develop SOWs
 - Develop Construction Cost Estimates
 - Develop 406 Hazard Mitigation Proposals to include SOWs and Construction Cost Estimates
 - Accompany FEMA to any site visit
 - Coordinate and collaborate with FEMA and New Mexico throughout the project process from initial project development to obligation and through project close-out to the Final Inspection Report
 - Attend and participate in FEMA, DHSEM, and Village meetings
 - Respond to FEMA Requests for Information
 - Research and advise on FEMA Environmental and Historic Preservation requirements
 - Perform reviews of FEMA projects and provide FEMA with comments until the project is correct and all parties agree
 - Revise projects based on FEMA eligibility determinations
 - Update Village personnel on FEMA project status'
 - Advise Village on project paths most beneficial for recovery
 - Research FEMA Policy, Stafford Act, 44 Code of Federal Regulations, PA Policy and Guidebook for eligibility of all damages or for response if FEMA determines eligible damages to be ineligible
 - Collaborate and work with Village personnel, New Mexico Department of Homeland Security and Emergency Management, FEMA
 - Correspondence development (i.e., emails, letters, etc.)
 - Utilizing FEMA PA to maximize recovery efforts
 - Researching and determining if PA Alternative Procedures is more beneficial based on project damages and costs
 - Management of Dispute Resolutions
 - Development of appeal requests
 - Development of Amendment Requests
 - Review of project documentation
 - Review of engineering and architectural reports
 - Become familiar with Village policies such as pay policy, procurement policy
 - Determination of federal responsibilities such as NRCS, USACE, and FHWA
 - Coordination with other federal agencies who may have authority
 - Help ensure there are no duplication of benefits
 - Provide options for FEMA's 404 HMGP
 - Review FEMA 404 HMGP proposals
 - Coordinate and collaborate with FEMA 404 HMGP personnel
 - Develop and maintain a project tracker
 - Develop and maintain project deadlines tracker

DISASTER RECOVERY COORDINATOR RFP #2025-002P

- Assist Village personnel with procurement of construction contracts for FEMA disaster related repairs
- Coordinate and collaborate with Village contractors regarding repairs, quotes, and reports
- Assist Village personnel with construction phase services such as project status updates and helping submit costs for reimbursement from FEMA and New Mexico
- Coordinate and work with the New Mexico for FEMA reimbursements
- Assist with NRCS, USACE, and FHWA disaster relief programs
- Track time charged with detailed task remarks for FEMA's Project Management Costs Category Z project
- Develop time extension requests

d. An organizational chart showing the proposed project team

D.W.Dukes is fully committed to delivering exceptional results tailored to the Village's needs. We have carefully selected a team of project and industry experts who will collaborate closely with you throughout the disaster recovery process. Our strategies and project implementation and recommendations for disaster recovery processes are backed by decades of hands-on experience and the knowledge and expertise of our team members. With over 130 years of combined disaster recovery coordination, our team is fully equipped to support the Village's recovery efforts and help you maximize your resources efficiently.

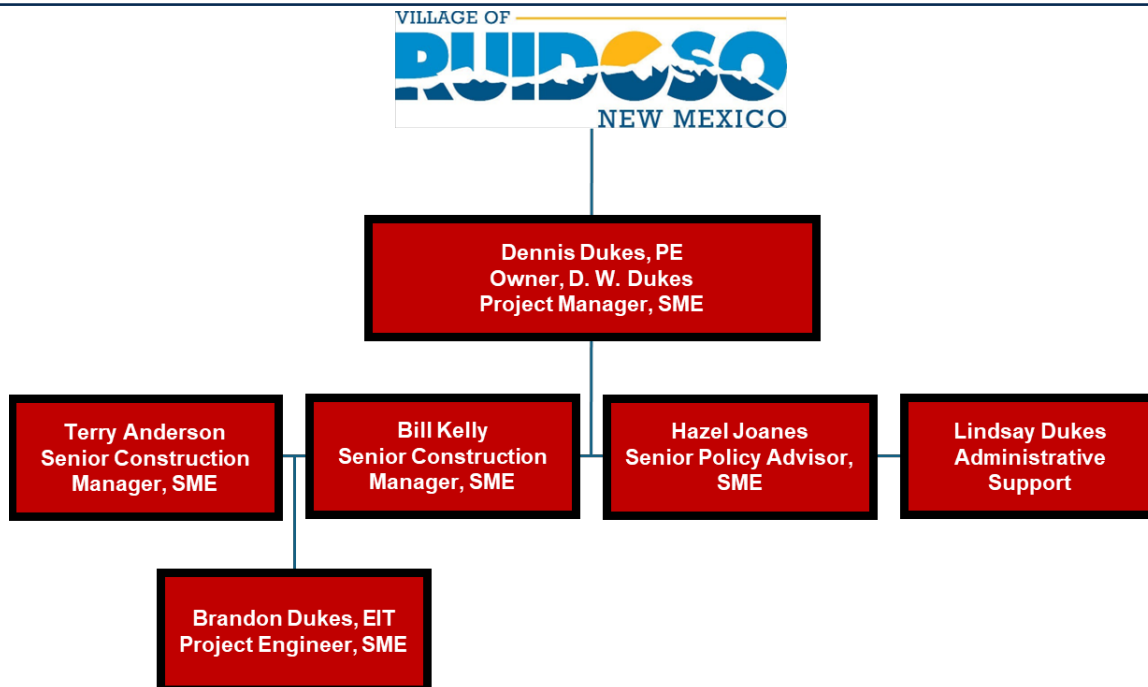
Our team will be led by Dennis W. Dukes, PE, owner of D.W.Dukes, who has over 20 years of experience working with FEMA and has consulted on 19 disaster declarations. His role will be Project Manager and SME, liaising directly with the Village. Since late August 2024, Mr. Dukes has been on the ground in Ruidoso assisting with disaster recovery assessment and coordination in response to the New Mexico South Fork Fire and Salt Fire, DR-4795-NM. His hands-on involvement has already been instrumental in streamlining initial recovery processes and ensuring effective communication with key agencies, adding immediate value to the Village's recovery efforts.

The D.W.Dukes team includes a licensed PE, an EIT, and a third with a degree in engineering. The team will also include two members with extensive construction background, giving us a well-rounded understanding of both technical engineering documents and practical construction methods. Our engineers, including Dennis W. Dukes, who is a licensed PE in the State of New Mexico (please see Section G for a copy of his PE NM License), and experienced construction managers all possess an excellent grasp of FEMA's processes built on years of experience.

Terry Anderson, Senior Construction Manager, and Brandon Dukes, Project Engineer, will be working in the field in Ruidoso with Mr. Dukes. Bill Kelly will strengthen the team as supporting Senior Construction Manager and will be utilized as needed. Hazel Joanes will act as Policy Advisor and will be coordinating with the team remotely, also on an as-needed basis. Lindsay Dukes will assist with Administrative and Logistical tasks for the team.

With a strong background working with FEMA and prior experience providing these services to the Village since late August 2024, D.W.Dukes is well-equipped to guide the Village through every phase of the disaster recovery process. Our goal is to seamlessly integrate into the Village's recovery team, providing the expertise and support necessary for a successful recovery effort.

D.W.Dukes Organization Chart provided below.



e. A statement on the proposer's staff capability to perform the range of activities.

The D.W.Dukes disaster recovery coordination team brings a wealth of experience, having worked across all FEMA project categories and hazard mitigation. With a unified, goal-oriented mindset, the team is highly self-motivated and equipped to tackle any challenge.

- **Dennis Dukes, PE:** Over 20 years of experience with FEMA, having consulted on 19 disaster declarations, with expertise in all aspects of FEMA PA, from project formulation to comprehensive management. His recent experience in Disaster Recovery includes: DR-4482-CA COVID-19-CA; DR-4683-CA Severe Winter Storms, Flooding, Landslides, and Mudslides-CA; DR-4340-VI Hurricane Maria & DR-4335-VI Hurricane Irma; and DR-4272-TX Severe Storms and Flooding.
- **Terry Anderson:** 20 years of experience in FEMA PA disasters, specializing in damage assessment, cost estimation, and project management, including 25 disaster deployments and 22 years in construction. Recent experience in Disaster Recovery includes: FEMA DRs 4340 Hurricane Maria USVI, and 4335 Hurricane Irma USVI; FEMA DRs 1604, 1668, 1693, 1695, 1709, 1734, 1737, 1807, 1763, 1603, 1895, 1930, 1980, 4020, 4085, 4117, 4177, 4233, 4237, 4223, 4266, 4272, 4338, and 4332; and FEMA DRs 1539, 1545, 1551, and 1561 - the 2004 Florida hurricane disasters
- **Bill Kelly:** Over 35 years of construction and FEMA PA expertise, including interpretation and implementation of FEMA laws and policies, with 15 years of disaster response experience. Recent experience in Disaster Recovery includes: Hurricanes Irma and Maria Disaster Recovery Program, USVI; Hurricane Sandy Recovery Program, New York City, NY; and, Hurricane Irene, Remnants of Tropical Storm Lee, New York, NY.
- **Brandon Dukes, EIT:** A Structural Engineering Consultant providing technical expertise in data analysis, management, and damage assessments. Recent experience in

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Disaster Recovery includes: FEMA DR-4611-LA; FEMA DR-4420-NE; and FEMA DR-4485-TX.

- **Hazel Joanes:** Extensive expertise in environmental public policy, disaster recovery, and FEMA PA, having developed disaster debris management plans, waste management programs, and secured recovery grants for cities across the country. Ms. Joanes has served as a FEMA technical advisor and led long-term recovery efforts for numerous major disasters. Experience in FEMA PA Program implementation includes: Floods: California, Nevada, Arizona, Wisconsin, Tennessee, North Dakota, Wisconsin, New Jersey; Fires/Mudslides: California; and Typhoons & Hurricanes: Texas, Louisiana, Mississippi, Virginia, Florida & Guam, New York.

This highly qualified team is prepared to lead successful recovery efforts for the Village with efficiency and expertise.

- f. **Identify the consultant and other staff who will work on the consulting activities. Biographies or Resume including relevant experience for FEMA Consultant in charge up to the individual with final responsibility for the engagement shall be included.**

Please find attached below the resumes for our key team members, including relevant experience. Included is the resume for Dennis Dukes, PE, who will have final responsibility for the engagement.

DENNIS W. DUKES, PE – PROJECT MANAGER/SME

Owner, Project Manager/SME

Dennis Dukes, PE, has over 20 years of experience working with FEMA and consulted on 19 disaster declarations. His expertise encompasses all aspects of FEMA PA, from project formulation to comprehensive management.

Project Experience

Economic Development District, Roswell, New Mexico

8/2024-Present

- Disaster Declarations Worked: 4795-NM
- New Mexico South Fork Fire and Salt Fire
- Provided disaster recovery technical assistance to the Village of Ruidoso, NM
- Advised on the FEMA PA Program working with FEMA and DHSEM
- Developed Damage Impact/Inventory List having currently 145 roadway sites and 19 other categories
- Estimated damages are currently \$250 million

Fresno Community Hospital and Medical Center, Fresno, California

2023-Present

- Disaster Declarations Worked: 4482-CA, 4683-CA
- COVID-19-CA, Severe Winter Storms, Flooding, Landslides, and Mudslides-CA
- Provided cost recovery consulting services to recover \$500 million captured in 31 FEMA projects
- Took over three years into the event, developed Streamlined Project Applications, reviewed projects; researched and applied policy, validated claims, worked with FEMA & state to obligate projects; developed amendment requests, and helped guide decisions to benefit all parties
- Worked with state to close-out projects
- Developed Request for Information response packages

Previous Experience

Witt O'Brien's – US Virgin Islands, SME (PE)

2019-2023

- Disaster Declarations Worked: 4340-VI, 4335-VI
- VI-Hurricane Maria, VI-Hurricane Irma
- FEMA PA Consultant for VI Housing Authority STT & STJ & Housing Finance Authority STT, STJ, & STX
- Completed 44 Section 428 and 406 Projects having 386 DIs totaling \$170 million
- Developed SOW & \$3 billion cost estimate for replacing STX Wastewater Collection System
- Developed SOW to replace Water Distribution System on STX
- Preliminary work to develop SOW & cost estimates for STT & STJ Water & Wastewater Systems

AECOM/FEMA – 8 States; T.A.C., Technical Specialist (PE)

2004-2019

- Disasters Declarations Worked: 4337-FL, 4308-CA, 4305-CA, 4272-TX, 4237-OST, 4085-NY, 4020-NY, 4012-MO, 1980-MO, 1930-IA, 1825-WA, 1561-FL, 1545-FL, 1539-FL
- FL-Hurricane Irma, CA-Severe Winter Storms, Flooding, Mudslides, TX-Severe Storms and Flooding, OST-Severe Storms, Straight-line Winds, and Flooding, NY-Hurricane, Sandy, NY- Hurricane Irene, MO- Flooding, MO-Severe Storms, Tornadoes, and Flooding, IA-Severe Storms and Flooding, WA-

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Severe Winter Storms and Record and Near Record Snow, FL-Hurricane Jeanne, Frances, and Charlie

- Completed over 300 Federal Sub-Grant Applications totaling \$155 million for Public/Government entities
- Completed Categories A-G Sub-Grant Applications
- Worked with applicants from kickoff to exit meetings while training co-workers
- Field Team Lead for a TAC staff of 45 experienced architects, engineers, and construction managers
- Trained in Grants Manager and worked for CRC East as a Specialist in the Specialized Lane
- Wrote Determination Memorandums and provided eligibility opinions based on Stafford Act, 44 CFR, and FEMA Policy

Longaro and Clarke, LP- Austin, TX; Land Development Project Engineer (PE) 2014-2016

- Designed roadways, water quality and detention facilities, grading, open channels, storm drain systems, hydrology and hydraulics, delineated tributaries 100-year floodplain, water and wastewater lines
- Provided construction phase services, engineering reports, design calculations, and cost estimates
- Supervised CADD technicians for the production of construction documents
- Coordinated with city personnel for clearing construction document comments and obtaining permits
- Obtained TCEQ permits for regulated activity over Edwards Aquifer Contributing and Transition Zones

Star City Sealants – El Paso, TX; Construction Project Manager (PE) 2009-2012

- Assisted company owner in all aspects of running the company except for accounting
- Simultaneously performed project manager duties for multiple construction projects
- Created cost estimates and submitted public bids
- Performed/completed construction inspections, quality assurance, quality control, monthly invoicing, project tracking, company payroll, and certified payroll

Longaro and Clarke, LP- Austin, TX; Land Development Engineer III (EIT) 2007-2009

- Designed roadways, water quality and detention facilities, grading, open channels, storm drain systems, hydrology and hydraulics, delineated tributaries 100-year floodplain, water and wastewater lines
- Provided construction phase services and construction cost estimates
- Supervised CADD technicians for the production of construction documents
- Coordinated with city personnel for clearing construction document comments and obtaining permits

Kimley Horn & Associates, Inc- Ft. Worth, TX; Land Development Engineer II (EIT) 2006-2007

- Designed storm drain systems, water and wastewater lines, and hydrology and hydraulics
- Created every aspect of construction documents
- Coordinated with city personnel for clearing construction document comments and obtaining permits

AECOM, Inc- Dallas/Fort Worth, TX; Public Works Engineer I (EIT) 2004-2006

- Prepared specification books including creation of opinion of cost completes and bid proposals
- Performed quantity take-offs for construction cost estimating
- Wrote technical memorandums to the city of Fort Worth proposing sanitary sewer replacements
- Addressed city of Fort Worth comments to resubmit construction documents for 60%, 90%, and 100% completion

Education and Certifications

Bachelor of Science Civil Engineering

May 2004

Texas Tech University; Bachelor of Science Civil Engineering

PE Licenses

- Texas Professional Engineering Certification (October 2009) PE # 104611
- US Virgin Islands Professional Engineering Certification (April 2020) PE # 1587-E
- Florida Professional Engineering Certification (July 2023) PE # 96750
- New Mexico Professional Engineering Certification (September 2024) PE # 30091

FEMA Badge

Public Trust badge under SERCO Expires 10-19-2027

Computer Experience

Microsoft Office, StormCAD, HEC-RAS, HEC-HMS, PondPack, CulvertMaster, FlowMaster, MicroStation, Inroads, AutoCAD, R.S. Means Cost Works or Online

Professional Development/Memberships

Training & Certification: Texas, New Mexico, Florida, & USVI Professional Engineering Certification, Operations 1 Certification FEMA, and SSI SCUBA Open Water Certified

TERRY M. ANDERSON - SENIOR CONSTRUCTION MANAGER/SME

Senior Construction Manager/SME

Terry Anderson has 20 years of experience working on FEMA PA disasters, specializing in damage assessment, cost estimation, and project management. Terry has deployed to over 25 FEMA disaster declarations, serving in roles such as SME, Construction Manager, and Public Assistance Coordinator, with expertise in capped grants, Hazard Mitigation Proposals, and managing large-scale recovery efforts. Additionally, Terry has 22 years of experience in construction, including 14 years as a business owner/operator.

Project Experience

FEMA Work History

2019-2024

Witt-O'Brien's

- SME
- Site Inspector & Cost Estimator (specializing in maximizing cost in capped grants)
- Deployment: FEMA DR's 4340 Hurricane Maria USVI, and 4335 Hurricane Irma USVI

Previous Experience

AECOM Recovery

2005-2018

- Construction Manager III
- PA Coordinator, Project Officer, BAT Team Estimator, TAC Lead, CEF Estimator, PDMG
- Deployments: FEMA DR's 1604, 1668, 1693, 1695, 1709, 1734, 1737, 1807, 1763, 1603, 1895, 1930, 1980, 4020, 4085, 4117, 4177, 4233, 4237, 4223, 4266, 4272, 4338, & 4332.
- Working under the Technical Assistance Contract (TAC) for FEMA assisting public entities during the aftermath of declared disasters under the Public Assistance Program. Duties include personnel, program, project management; damage assessment, cost estimating; application of RS Means and Cost Estimating Format and Hazard Mitigation Proposals; and Initial and Final Project Worksheet reviews in NEMIS & EMMIE. As PAC overseen 1,216 PWs, as PS wrote 300 PWs, and as Technical Specialist wrote 117 CEFs and 42 HMPs

State of Florida, Division of Emergency Management

2004-2005

- Management Analyst (State Public Assistance Coordinator)
- Worked in the Public Assistance Program, as the State Liaison assisting Applicants in the aftermath of FEMA DR's 1539, 1545, 1551, and 1561 - the 2004 Florida hurricane disasters. Working closely with FEMA personnel, my primary objective as the State PAC was to ensure that the PA Program was utilized to the best interest for the Florida public and Tribal applicants

Previous Work History

- 22 years of experience in residential and light commercial construction
- 14 years of experience as self-employed construction business owner/operator
- 2 years of experience in road and bridge construction
- 3 years combined experience in auto and aircraft maintenance, welding, and steel fabrication

Education and Certifications

FEMA Training

- Nov 2017 – PDMG training in EMI Emmitsburg MD
- Jan 2014 – EMMIE training in NYC JFO
- Nov 2009 – PAC Crew Leader in New Orleans JFO
- Sept 2007 – NS100 Introduction to Incident Command System taken as online course
- June 2007 – Cost Estimating Format (CEF) at FEMA JFO in Portland, ME
- Jan 2007 – Environmental and Historical Review Process at FEMA JFO in Alexandria, LA
- July 2006 – CPR, AED, and Basic First Aid, and PDA Workshop at FEMA JFO in Biloxi, MS
- Sept 2005 – Debris Operations IS-632 taken as online course
- Nov 2004 – Hazard Mitigation Applications at FEMA JFO in Pensacola, FL
- Oct 2004 – IS631 & IS632 PA Ops I & II at FEMA DFO in Orlando, FL

Public Trust Security Clearance: SF85 & EQIP completed May 2007

Previous Training/Education

- Sept 1989-90 - Aeronautical Engineering Diploma
- Cheyenne Aero Tech – Cheyenne, WY
- Received 45 College credit hours
- FAA Airframe & Powerplant License October 1990
- High School Diploma: 1976 Flambeau High School – Tony, WI

BILL KELLY - - SENIOR CONSTRUCTION MANAGER/SME

Public Assistance Subject Matter Expert

Bill has over 35 years' experience related to the management of general building construction, roofing repair and improvements, as well as independent operations, sales, and logistics management, and over 15 years of FEMA Public Assistance disaster response, acquiring vast experience in the interpretation and implementation of the laws, regulations, and policies governing the FEMA's PA Program, including the Bi-Partisan Budget Act of 2018, the new 428 Program and New Delivery Models.

Project Experience

Public Assistance, Hurricanes Irma/Maria DR Program, US Virgin Islands 2018-Present

- Assisted FEMA and VITEMA in public assistance recovery efforts in the US Virgin Islands
- Duties included providing technical assistance in the development of over 229 Project Worksheets for Hurricane Irma in the amount of \$70.8 million
- Provided technical assistance in the development of over 662 Project Worksheets in the amount of \$12 billion for Hurricane Maria
- Directly responsible for the success in achieving 9 critical HHS sector facility replacements in St. Thomas and St. John
- Delivered results far beyond expectations for clients across the islands of St. Thomas and St. John

Hurricane Sandy Recovery Program, New York City, NY 2014-2018

Project Specialist/Field Team Lead for New York City Housing Authority

- Assigned as a project specialist/428 Public Assistance Alternate Procedures (PAAP) specialist/team lead to the New York City Housing Authority (NYCHA) Team, FEMA's largest applicant in department history, and was the sole remaining member of the original team
- Conducted numerous site visits throughout all 5 boroughs of New York City for NYCHA
- Wrote numerous Project Worksheets for NYCHA, FEMA's largest single applicant in its history, and wrote the majority of the 428 PAAP grants for the NYCHA group, as a 428 (PAAP) specialist
- Developed hazard mitigation plans for NYCHA projects
- Developed Cost Estimating Formats for NYCHA projects, including LL220 and FCC adjustments
- Instrumental in developing the first NYCHA projects involving the Sandy Recovery Improvement Act (SRIA) and developed the majority of all other 428 (PAAP) program grants for NYCHA, FEMA's largest applicant of all time (\$2.88 billion)

Hurricane Sandy, New York, NY 2012-2014

Project Specialist (Critical Infrastructure/Debris, Crew Lead)

- Developed expedited and normal Project Worksheets in category A debris removal
- Trained new team members in Sub-Grant Application development
- Assigned to a strike team as crew lead to handle expedited Sub-Grant Applications for category A debris removal. Assigned on a strike team to perform PPDRs to determine FEMA eligibility on a very politically charged area known as Fire Island

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Hurricane Irene, Remnants of Tropical Storm Lee, New York, NY

2012

Project Specialist/TAC Coordinator (Critical Infrastructure/Building Assessment Team #3 Crew Lead)

- Developed over 60 Project Worksheets totaling \$8.9 million in all categories of work including schools, wastewater treatment plants, bridges, and fire department facilities
- Trained new team members in Sub-Grant Application development and utilizing the Cost Estimating Format
- Assigned to a strike team as crew lead to handle a very sensitive applicant, Schoharie County, in their Sub-Grant Applications
- Utilized as a CEF Specialist for the critical infrastructure/building assessment team #3, and TAC coordinator for DR-4020-NY

Missouri Flooding

2011-2012

Project/Levee Specialist (Levee Team) stationed in the field in Saint Joseph, working with North Nishnabotna Drainage District, Nishnabotna Drainage District, Mill Creek Dyke and Drainage District, Corning Levee District #2, Levee District #15, Miles Point Levee District, and Baltimore Bend Levee District.

- Developed 35 Project Worksheets totaling \$3.2 million in categories A, B, and D
- Conducted kick-off meetings for all applicants assigned
- Conducted exit briefings with all applicants assigned

Missouri Severe Storms, Flooding and Tornado

2011

Project Specialist (Southeast Missouri Team) stationed in the field in Cape Girardeau, as the only Project Officer working with a very large applicant, the County of Cape Girardeau, the towns of Dutchtown, Whitewater, Morehouse and East Prairie.

- Developed 35 Project Worksheets totaling \$750,000 in all categories of work
- Scheduled and conducted kick-off meetings for all applicants for the team
- Filled in as PAC while team PAC was in training or on rotation
- Completed train the trainer training (T3) to become a Certified FEMA Trainer
- Conducted exit briefings with all applicants assigned

Iowa Severe Storms, Flooding and Tornado

2010-2011

Project Specialist (Northwest Iowa Team); stationed in the field in Fort Dodge, working with surrounding counties.

- Developed 19 Project Worksheets for over \$950,000 in categories C, D, and E
- Completed IS-106.10 Workplace Violence Awareness Training State Disaster Management course with FEMA certificate
- Conducted exit briefings with all applicants assigned

Iowa Floods

2008-2010

Demolition/Debris Specialist-Crew Lead (Demolition Team); stationed at JFO in Cedar Rapids

- Monitored demolitions at demolition sites throughout eastern Iowa
- Monitored landfill operations at the Linn County Solid Waste Management Landfill in Cedar Rapids
- Completed all daily, weekly, and monthly reports for submission to Infrastructure Branch Manager and State Representatives
- Completed IS-546.a Continuity of Operations Awareness, FEKC-Skillssoft-Emergency and Disaster Preparedness, and IS-035.10 FEMA Safety Orientation 2010 State Disaster Management courses with FEMA certificates

Previous Experience

AECOM Recovery

Senior Construction Manager

Roadrunner Preferred Logistics Service

Sales/Operations Manager

Reliable Roofing

Mid-Level Construction Manager

BK Logistics Service

Owner/President

Coldwell Banker Real Estate

Construction Manager

Education and Certifications

Glendale Community College

Architecture

Public Trust Background Clearance Certified

FEMA: Certified FEMA Trainer: IS-00901 Section 508 training, SRIA Alternative Procedures (PAAP [428]) Training, DF-165 Microsoft Project Training, Vital Records Guidance, Electronic Records Management, IS-33.15: FEMA Initial Ethics Orientation 2015, Privacy at DHS: Protecting Personal Information, DF-506: Sexual Harassment: New Perspectives, DF-434: ERO Orientation-Introduction to Equal Rights, DF-416: Diversity: Making it work at FEMA, and L0477 Pocket Guide Training; NEMIS; EMMIE - IS-00001 Emergency Program Manager Training, IS-00019.12 FEMA EEO Supervisor Course 2012, IS-00020.12 Diversity Awareness, IS-00021.12 Civil Rights and FEMA Disaster Assistance, IS-00033.12 FEMA Initial Ethics Orientation 2012, IS-00212 Intro to Unified Hazard Mitigation Assistance, IS-00293 Mission Assignment Overview, IS-00403 Introduction to IA (DF-10), and IS-634 Introduction to FEMA's PA Program.

BRANDON K. DUKES, EIT – PROJECT ENGINEER/SME

Mid-Level Site Inspector

Structural Engineering Consultant, Integrated Solutions Consulting | Various Locations

Providing technical assistance for various clients ranging from data analysis and management to structural engineering damage assessments.

Project Experience

Mid-Level Site Inspector, New Orleans, Louisiana | FEMA DR-4611-LA 2023-Present

- Perform physical site inspections to assess the damage caused by Hurricane Ida throughout the city of New Orleans
- Review architectural drawings, insurance adjuster's reports, and engineering damage assessment reports in preparation of Site Inspection Reports
- Manage project data in the FEMA Grants Manager portal to include developing the damage description and dimensions and FIRMette flood maps
- Crew lead for a team of 15 Site Inspectors to include reviewing technical work and tracking project progress for teammates

Previous Experience

Technical Specialist, Lincoln, Nebraska | FEMA DR-4420-NE 2021-2022

- Managed project data in applicant profiles on Grants Portal and applying the PAPPG for eligibility determination
- Leveraging Power BI and Python to clean data, effectively structuring it so that it can best be used to meet the needs of the analysis
- Technical preparation of a comprehensive Excel template that automates recurring analyses across projects and facilitates the management of large data sets

Emergency Management Consultant, State of Montana 2021

- Local risk assessment to include hazard profiling, community asset determination, and risk and vulnerability analysis across four counties in the state of Montana
- Historical storm analysis through the SHELDUS and NCDC NOAA databases to evaluate past storms that caused fatalities, property damage, and/or crop damage
- Hazard Mitigation Planning based on assessing the overall vulnerability of the community, establishing mitigation goals, and prioritizing strategies to reduce high priority risks

Technical Specialist, Corpus Christi, Texas | FEMA DR-4485-TX 2020-2021

- Evaluating eligibility and providing guidance on The CARES Act for COVID-19 relief submissions
- Providing data analysis for eligibility determination of 12,000+ transactions, and over \$2 million in citywide expenditures incurred during COVID-19, based on the guidelines set by the Coronavirus Relief Fund
- Managing progress tracking and team accomplishments with an Excel Gantt Chart and submitting a weekly project status report to the client

Education and Certifications

New Mexico State University | Bachelor of Science in Civil Engineering, Concentration in Structural Engineering Dec. 2019

Minor in Mathematics | Cumulative GPA 3.49 | Major GPA 3.66

Passed the NCCES Fundamentals of Engineering (FE) examination and earned EIT Nov. 2019

Publications

Advisor: Dr. Jamie Padgett, Dept. of Civil and Environmental Engineering, Rice University August 2019

Publication: A Data Processing and Visualization Framework for Hurricane Debris Modeling | DOI: <https://doi.org/10.17603/ds2-jt8d-sx39>

Skills

Structural Engineering, Damage Assessment, Risk Assessment, FEMA PA Grants, Data Analysis, Computer Programming

Technologies: Python (programming), Advanced Excel, Power BI, MySQL, ArcGIS

Languages: English, Spanish (Advanced)

HAZEL MONICA JOANES - SENIOR POLICY ADVISOR/SME

Senior Policy Advisor

Hazel Joanes has extensive expertise in environmental public policy, disaster recovery, and FEMA PA, having developed disaster debris management plans, waste management programs, and secured recovery grants for cities across the country. Hazel has also served as a technical advisor for FEMA, developed training materials, and implemented long-term recovery strategies for major disasters nationwide, including hurricanes, earthquakes, fires, and acts of terrorism.

Project Experience

Consulting

Witt Obrien's

- US Virgin Island Department of Public Works – Technical Advisor
- City of San Jose, CA – COVID-19 Cost Recovery

Hagerty Consulting

- Emergency Management Plan – Santa Clara County – Technical Advisor
- Hurricane Sandy Recovery City of New York – Technical Advisor

Coray Grunitz Consulting

- Sandy Recovery Improvement Act of 2013 (SRIA) Action Plan and Guidance Document
- FEMA Public Assistance Bottom-up Review/ Course of Action (COA)

Innovative Emergency Management (IEM)

- Department of Homeland Security Preparedness Technical Assistance Program (HSPTAP)- Debris Plan

HMJ Consulting, Half Moon Bay, CA

- FEMA Public Assistance Program & Policy Guide (PAPPG) – Technical Advisor
- National Emergency Training Center – Instructor
- Public Assistance Program FEMA – Instructor
- Montana Governor's Conference on Emergency Management Debris Management – Instructor
- National Hurricane Conference Debris Management Courses – Instructor
- US Virgin Islands – Appeals Advisor

EUGENE TSENG & ASSOCIATES

- Solid Waste Alternatives, Recycling & Source Reduction Programs, Hazardous Waste Services – Planning
- Waste Management Inc., Western Region for Recycling Programs – Technical Advisor
- Disaster Debris Management Plan & Environmental Services- City of Los Angeles – Plan Development

Previous Experience

Regional Government Services, Carmel Valley, CA <ul style="list-style-type: none">Senior Advisor for FEMA and State Public Assistance Program	2019-Present
Federal Emergency Management Agency, Public Assistance, Oakland, CA <ul style="list-style-type: none">Appeals Analyst	2015-2019
Fluor Temporary Staffing Solutions Inc, Alisio Viejo, CA <ul style="list-style-type: none">Contract Employee	2003-2015
Federal Emergency Management Agency, Public Assistance, Oakland, CA <ul style="list-style-type: none">CA Disaster Assistance Employee	1997-2002
City Of Santa Clarita Public Works Department, Santa Clarita, CA <ul style="list-style-type: none">Public Works/Waste Management Division Manager	1989-1997
Los Angeles County Department of Public Works, Los Angeles, CA <ul style="list-style-type: none">Principal Civil Engineer	1987-1989

Education and Certifications

Bachelor of Science in Engineering, California State University

Northridge, August 1985

Qualifications

- Cost Estimating Format & Hazard Mitigation Programs Certificates: Emergency Management Institute: (2010)
- Green Classrooms Professional Certification: The Center for Green Schools (2012)
- Recycling Markets Economic Development Certification, Sacramento State University, 1997
- Hazardous Materials Control Management Certification University of California, Los Angeles, 1993
- Municipal Waste Management Certification University of California, Los Angeles, 1992

Accomplishments

Environmental Public Policy

- Developed City Ordinances & Resolutions for the City of Santa Clarita
- Developed Disaster Debris Management Plans for Various Cities in California
- Developed & Established Waste Diversion programs for Various Cities in California
- Established the Waste Management Division for the City of Santa Clarita
- Developed City of Santa Clarita Integrated Municipal and Hazardous Waste Management Plans
- Developed Landfill Alternatives for Los Angeles County
- Co-author County of Los Angeles Hazardous Waste Management Plan

Program Funding/Economic Development

- Developed Disaster Recovery Funding Reimbursement Grants - Nationwide
- Secured Grant Funds from California State Agencies for Local Municipalities
- Secured Revenue Source from Refuse Removal Franchises and Contracts
- Established Recycling Market Development Zone Status for Local Municipalities
- Developed Work Plans for Environmental Business Economic Development for Local Municipalities

DISASTER RECOVERY COORDINATOR RFP #2025-002P

- Hazard Mitigation 406 proposals for FEMA Public Assistance Program

Emergency Management/Disaster Recovery

Disaster Debris Recycling Program Design & Operations

- Post Disaster E-waste Recycling
- Post Disaster Construction & Vegetative Debris Recycling

All Hazards Disaster Recovery Planning

- County of Los Angeles
- Santa Clarita

Long Term Community Recovery (FEMA)

- Joplin, Missouri
- Minot, North Dakota

Emergency Management Institute Trainer

- State and Local Debris Management Course; Redesign Course Materials
- Hurricane Conference 1 Day Debris Management Trainer
- FEMA Field Trainings for Public Assistance Program; Redesign Course Materials

FEMA Headquarters Projects

- Task Force Public Assistance Grants Manager Tool- /Sandy Recovery Improvement Act
- Technical Advisor Instructional Materials Public Assistance Pilot Programs and Debris Workshops
- Technical Advisor / Writer FEMA Public Assistance Publications
- Catastrophic Planning Initiative for Debris Planning; Contaminated Debris Focus Group
- Subcommittee Debris Reasonable Cost -Report on Debris Cost Factors
- Debris Management Planning Technical Advisor Government of Guam & Samoa

FEMA Public Assistance Program Implementation

- Acts of Terrorism: State of New York; City of New York (9/11 -World Trade Center)
- Floods: California, Nevada, Arizona, Wisconsin, Tennessee, North Dakota, Wisconsin, New Jersey
- Earthquakes; Tsunami: California, Washington, Hawaii, Samoa
- Typhoons & Hurricanes: Texas, Louisiana, Mississippi, Virginia, Florida & Guam, New York
- Fires/Mudslides: California
- Ice Storms: North Carolina
- Tornadoes: Missouri, Oklahoma

DISASTER RECOVERY COORDINATOR RFP #2025-002P

g. Describe FEMA and DHSEM Consultant experience similar to the type of activity being requested and give the names and telephone numbers of client officials responsible for three of your FEMA Consulting projects.

Dennis Dukes, PE, has over 20 years of experience working with FEMA and consulted on 19 disaster declarations. His expertise encompasses all aspects of FEMA PA, from project formulation to comprehensive management. Notably, during the days following the DR-4795-NM disaster, Mr. Dukes provided technical assistance, identified damages in the Village of Ruidoso, and coordinated and collaborated with FEMA and DHSEM to successfully compile and formulate recovery projects.

Below is a sample of Mr. Dukes' experience similar in type to the Disaster Recovery Coordination sought by the Village.

Client Address Telephone	Description of Services Provided	Time Period	Contact Name Contact Information
Southeastern New Mexico Economic Development District 1600 SE Main Street, Suite D, Roswell, New Mexico 88203 (575) 624-6131	Under Dennis Dukes, Owner: DR-4795-NM South Fork Fire and Salt Fire <ul style="list-style-type: none"> • Provided Technical Assistance to the Village of Ruidoso in their recovery efforts • Developed damage inventory list of 160 sites with an estimated construction repair cost of \$300 million • Provided expert advice to resolve issues 	August 2024 to October 2024	Dora Batista Executive Director (575) 624-6131
Fresno Community Hospital and Medical Center 2823 Fresno St, Fresno, CA 93721 (559) 459-6000	Work performed under D.W.Dukes, LLC <ul style="list-style-type: none"> • DR-4482-CA COVID-19-CA, \$500 million FEMA PA Awards • DR-4683-CA Severe Winter Storms, Flooding, Landslides, and Mudslides-CA, \$1.6 million FEMA PA Awards for X-Ray System Replacements and minor Flood cleanup 	2023-Current	Aaron Dwoskin Director (559) 231-7717 adwoskin@communitymedical.org
US Virgin Islands Housing Authority 9900 Oswald Harris Court St. Thomas, VI 00802-3100 (340) 777-8442	Work performed under Witt O'Brien's Ambipar <ul style="list-style-type: none"> • DR-4340-VI Hurricane Maria & DR-4335-VI Hurricane Irma, \$170 million FEMA PA Awards • Managed FEMA PA Projects for the Virgin Islands Housing Authority and the Virgin Islands 	2019-2023	Lydia Pelle Chief Operating Officer United States Virgin Islands Housing Authority (340) 778-8442 Charlotte Webb-Smith Managing Director, Caribbean Portfolio Witt O'Brien's Ambipar

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Client Address Telephone	Description of Services Provided	Time Period	Contact Name Contact Information
	<p>Housing Finance Authority in St. Thomas and St. John</p> <ul style="list-style-type: none"> • Successfully corrected poorly developed projects and increased costs by over \$90 million • Developed SOW and \$6 billion Cost Estimated for BBA Prudent Replacement of the Wastewater Collection and Treatment on St. Croix for the Virgin Islands Waste Management Authority 		<p>(252) 903-0944 hsmith@wittobriens.com</p>
<p>Comanche County</p> <p>101 W Central Ave Comanche, TX 76442</p> <p>(325) 356-2655</p>	<p>Work performed under AECOM</p> <ul style="list-style-type: none"> • DR-4272-TX Severe Storms and Flooding • Managed Precinct 2 FEMA PA roadway projects totaling \$25 million in repairs • Worked side by side with the Commissioner • Performed all Site Visits • Developed entire FEMA projects including HMP 	<p>2004-2019</p>	<p>Russell Gillette Precinct 2 Commissioner (254) 842-1734 ccprecinct2@verizon.net</p> <p>Robert "Bob" Stewart Former Director of FEMA PA Operations under AECOM, (806) 236-2566 bobstewart@sbcglobal.net</p>

Below is a list of the disaster declarations the owner of D.W.Dukes, LLC, Dennis Dukes, has worked under his company and with others:

FEMA Disaster Project History 2004 – Present:

1. DR-4795-NM South Fork Fire and Salt Fire
2. DR-4683-CA Severe Winter Storms, Flooding, Landslides, and Mudslides
3. DR-4482-CA COVID-19
4. DR-4340-VI Hurricane Maria
5. DR-4335-VI Hurricane Irma
6. DR-4337-FL Hurricane Irma
7. DR-4308-CA Severe Winter Storms, Flooding, Mudslides
8. DR-4305-CA Severe Winter Storms, Flooding, Mudslides
9. DR-4272-TX Severe Storms and Flooding
10. DR-4237-OST Severe Storms, Straight-line Winds, and Flooding
11. DR-4085-NY Hurricane Sandy
12. DR-4020-NY Hurricane Irene
13. DR-4012-MO Flooding

DISASTER RECOVERY COORDINATOR RFP #2025-002P

14. DR-1980-MO Severe Storms, Tornadoes, and Flooding
15. DR-1930-IA Severe Storms and Flooding
16. DR-1825-WA Severe Winter Storms and Record and Near Record Snow
17. DR-1561-FL Hurricane Jeanne
18. DR-1545-FL Hurricane Frances
19. DR-1539-FL Hurricane Charlie

h. If other subcontractors are to participate in the consulting services, those subcontractors shall be required to provide similar information.

D.W.Dukes will expertly lead the damage site assessment, Project Worksheet formulation, and agency application processes with accuracy and attention to detail. With 130 years of combined experience in assessing damages from disaster, our team is well-equipped to identify the full scope of recovery needs. Our extensive experience in flood and fire recovery has honed our ability to efficiently identify and categorize damages such as that experienced by the Village, ensuring timely progress and avoiding unnecessary delays.

The table below outlines the extensive Disaster Recovery experience of our team.

Staff Member	Project Role	Disaster Recovery Experience
Terry Anderson Subcontractor	Senior Construction Manager, SME	<p>Witt-O'Brien's - FEMA DR's 4340 Hurricane Maria USVI, and 4335 Hurricane Irma USVI</p> <ul style="list-style-type: none"> • SME • Site Inspector & Cost Estimator (specializing in maximizing cost in capped grants) <p>AECOM Recovery, FEMA DR's 1604, 1668, 1693, 1695, 1709, 1734, 1737, 1807, 1763, 1603, 1895, 1930, 1980, 4020, 4085, 4117, 4177, 4233, 4237, 4223, 4266, 4272, 4338, & 4332.</p> <ul style="list-style-type: none"> • Construction Manager III • PA Coordinator, Project Officer, BAT Team Estimator, TAC Lead, CEF Estimator, PDMG <p>State of Florida, Division of Emergency Management - FEMA DR's 1539, 1545, 1551, and 1561 - the 2004 Florida hurricane disasters</p> <ul style="list-style-type: none"> • Management Analyst (State Public Assistance Coordinator) • Worked in the Public Assistance Program, as the State Liaison assisting Applicants in the aftermath of FEMA DR's 1539, 1545, 1551, and 1561 - the 2004 Florida hurricane disasters. Working closely with FEMA personnel
Bill Kelly Subcontractor	Senior Construction Manager, SME	<p>Hurricanes Irma and Maria Disaster Recovery Program, US Virgin Islands</p> <ul style="list-style-type: none"> • Assisted FEMA and VITEMA in public assistance recovery efforts in the US Virgin Islands <p>Hurricane Sandy Recovery Program, New York City, NY</p> <p>Project Specialist/Field Team Lead for New York City Housing Authority</p> <ul style="list-style-type: none"> • Assigned as a project specialist/428 Public Assistance Alternate Procedures (PAAP) specialist/team lead to the New York City Housing

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Staff Member	Project Role	Disaster Recovery Experience
		<p>Authority (NYCHA) Team, FEMA's largest applicant in department history</p> <p>Hurricane Sandy, New York, NY Project Specialist (Critical Infrastructure/Debris, Crew Lead)</p> <ul style="list-style-type: none"> Developed expedited and normal Project Worksheets in category A debris removal Assigned to a strike team as crew lead to handle expedited Sub-Grant Applications for category A debris removal. Assigned on a strike team to perform PPDRs to determine FEMA eligibility on a very politically charged area known as Fire Island <p>Hurricane Irene, Remnants of Tropical Storm Lee, New York, NY Project Specialist/TAC Coordinator (Critical Infrastructure/Building Assessment Team #3 Crew Lead)</p> <ul style="list-style-type: none"> Developed over 60 Project Worksheets totaling \$8.9 million in all categories of work including schools, wastewater treatment plants, bridges, and fire department facilities Utilized as a CEF Specialist for the critical infrastructure/building assessment team #3, and TAC coordinator for DR-4020-NY <p>Missouri Flooding – Project/Levee Specialist (Levee Team) stationed in the field in Saint Joseph, working with North Nishnabotna Drainage District, Nishnabotna Drainage District, Mill Creek Dyke and Drainage District, Corning Levee District #2, Levee District #15, Miles Point Levee District, and Baltimore Bend Levee District.</p> <ul style="list-style-type: none"> Developed 35 Project Worksheets totaling \$3.2 million in categories A, B, and D <p>Missouri Severe Storms, Flooding and Tornado Project Specialist (Southeast Missouri Team) stationed in the field in Cape Girardeau, as the only Project Officer working with a very large applicant, the County of Cape Girardeau, the towns of Dutchtown, Whitewater, Morehouse and East Prairie.</p> <ul style="list-style-type: none"> Developed 35 Project Worksheets totaling \$750,000 in all categories of work <p>Iowa Severe Storms, Flooding and Tornado Project Specialist (Northwest Iowa Team); stationed in the field in Fort Dodge, working with surrounding counties.</p> <ul style="list-style-type: none"> Developed 19 Project Worksheets for over \$950,000 in categories C, D, and E <p>Iowa Floods Demolition/Debris Specialist-Crew Lead (Demolition Team); stationed at JFO in Cedar Rapids</p> <ul style="list-style-type: none"> Monitored demolitions at demolition sites throughout eastern Iowa

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Staff Member	Project Role	Disaster Recovery Experience
		<ul style="list-style-type: none"> Monitored landfill operations at the Linn County Solid Waste Management Landfill in Cedar Rapids Completed all daily, weekly, and monthly reports for submission to Infrastructure Branch Manager and State Representatives
<p>Brandon Dukes, EIT Subcontractor</p>	<p>Project Engineer, SME</p>	<p>Hurricane Ida, New Orleans Mid-Level Site Inspector, New Orleans, Louisiana FEMA DR-4611-LA</p> <ul style="list-style-type: none"> Perform physical site inspections to assess the damage Review architectural drawings, insurance adjuster's reports, and engineering damage assessment reports in preparation of Site Inspection Reports Manage project data in the FEMA Grants Manager portal to include developing the damage description and dimensions and FIRMette flood maps Crew lead for a team of 15 Site Inspectors to include reviewing technical work and tracking project progress for teammates <p>FEMA DR-4420-NE Technical Specialist, Lincoln, Nebraska </p> <ul style="list-style-type: none"> Managed project data in applicant profiles on Grants Portal and applying the PAPPG for eligibility determination Leveraging Power BI and Python to clean data, effectively structuring it so that it can best be used to meet the needs of the analysis Technical preparation of a comprehensive Excel template that automates recurring analyses across projects and facilitates the management of large data sets <p>FEMA DR-4485-TX Technical Specialist, Corpus Christi, Texas</p> <ul style="list-style-type: none"> Evaluating eligibility and providing guidance on The CARES Act for COVID-19 relief submissions Providing data analysis for eligibility determination of 12,000+ transactions, and over \$2 million in citywide expenditures incurred during COVID-19, based on the guidelines set by the Coronavirus Relief Fund Managing progress tracking and team accomplishments with an Excel Gantt Chart and submitting a weekly project status report to the client
<p>Hazel Joanes Subcontractor</p>	<p>Senior Policy Advisor, SME</p>	<p>Related Disaster Recovery Consulting Experience Witt Obrien's</p> <ul style="list-style-type: none"> US Virgin Island Department of Public Works – Technical Advisor City of San Jose, CA – COVID-19 Cost Recovery

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Staff Member	Project Role	Disaster Recovery Experience
		<p>Hagerty Consulting</p> <ul style="list-style-type: none"> Emergency Management Plan – Santa Clara County – Technical Advisor Hurricane Sandy Recovery City of New York – Technical Advisor <p>Coray Grunitz Consulting</p> <ul style="list-style-type: none"> Sandy Recovery Improvement Act of 2013 (SRIA) Action Plan and Guidance Document FEMA PA Bottom-up Review/ Course of Action (COA) <p>Innovative Emergency Management (IEM)</p> <ul style="list-style-type: none"> Department of Homeland Security Preparedness Technical Assistance Program (HSPTAP) - Debris Plan <p>HMJ Consulting, Half Moon Bay, CA</p> <ul style="list-style-type: none"> FEMA PA Program & Policy Guide (PAPPG) – Technical Advisor National Emergency Training Center – Instructor Public Assistance Program FEMA – Instructor Montana Governor’s Conference on Emergency Management Debris Management – Instructor National Hurricane Conference Debris Management Courses – Instructor US Virgin Islands – Appeals Advisor

Below is a sample of the experience with reference contact information for Hazel Joanes, HJM Consulting, in the field of Disaster Recovery.

Client Address Telephone	Description of Services Provided	Time Period	Contact Name Contact Information
<p>FEMA IBD-2 Training and Development Branch/PA Division 1140 Columbine St. #203, Denver, CO 80206</p>	<ul style="list-style-type: none"> Completed all facets of FEMA PA work on multiple disaster events over 22 years Provided policy advice Provided Appeal advice and preparation 	1997 - 2019	Janice Fulton FEMA IBD-2 (303) 235-4800
<p>Fresno Community Hospital and Medical Center 2823 Fresno St, Fresno, CA 93721 (559) 459-6000</p>	<p>DR-4482-CA DR-4683-CA</p> <ul style="list-style-type: none"> Provided FEMA PA Policy Advice Provided appeals advice 	2021 - Present	Aaron Dwoskin Director (559) 231-7717 adwoskin@communitymedical.org
<p>City of Napa 7077 Valley Trails Dr Pleasanton, CA 94588</p>	<ul style="list-style-type: none"> Appeals analyst on earthquake disasters 	2015 - 2019	Mallika Ramachandran Assistant City Engineer (925) 960-4500

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Client Address Telephone	Description of Services Provided	Time Period	Contact Name Contact Information
(510) 754-6171			

2. PROPOSED METHODOLOGY

Description of the project team and team’s approach/methodology.

Our project team will take a systematic and thorough approach to disaster recovery coordination, ensuring all aspects of the recovery process are meticulously managed for the Village. The team is composed of highly skilled engineers and project managers, each contributing specific expertise in disaster recovery, FEMA compliance, and hazard mitigation. Below is our project methodology:

- Initial Site Familiarization**

Our team begins by visiting all damaged sites to research, investigate, and develop preliminary DDDs and SOWs. We will assess the cause of damage and identify opportunities for hazard mitigation. Most of this familiarization, assessment, and documentation has already been completed by Dennis Dukes in the weeks since we began working with the Village in late August 2024. Therefore, we are poised to proceed to next steps upon contract award.



Photos above collected for Dennis Dukes’ preliminary investigation for the Village of Ruidoso damage assessment.

- Task Assignments**

Our team members will be assigned specific tasks such as reviewing FEMA DDDs, SOWs, and cost estimates. They will provide recommendations to the Project Manager for project approval or further action. We will utilize a tracker spreadsheet to identify and monitor tasks and timelines and this will be reviewed and updated with the Village weekly.

- Review Process**

The Project Engineer, with Project Manager oversight, will perform technical reviews, including engineering reports and permanent repair plans on roadways, water tanks, and hydrology/hydraulic studies for culverts and bridges. These reviews will ensure all items are eligible for FEMA PA reimbursement.

- Project Monitoring**

The team will track project status and payments, ensuring timely progress toward obligation and project closeout. Coordination with DHSEM will be required for closeouts, and the team will respond promptly to any Requests for Information from FEMA or

DISASTER RECOVERY COORDINATOR RFP #2025-002P

DHSEM. We will use a tracker spreadsheet to identify and monitor tasks and timelines, which will be reviewed and updated weekly in collaboration with the Village.

- **HMP**
FEMA's 406 HMP will be crucial for successful permanent repairs. The team will assist the Village in developing mitigation measures and submitting them to FEMA for approval.
- **Interagency Coordination**
The team will collaborate with FEMA, DHSEM, and other federal agencies like NRCS, USACE, and FHWA to ensure all funding opportunities are explored and managed effectively. A weekly meeting is held with FEMA and the State, during which FEMA typically prepares the agenda. After the meeting, the agenda is converted into meeting notes with action items, which are then used to track progress.

This structured approach will ensure all projects are efficiently developed, tracked, and successfully executed, while maintaining compliance with FEMA and other federal funding requirements.

Scope of Work

Below we have provided our approach and methodology as it relates to each step outlined in the RFP SOW.

1. **Provide technical advisory services related to recovery from disasters including developing Project Worksheets for submittal to FEMA and DHSEM.**

As the Disaster Recovery Coordinator for the Village of Ruidoso, D.W.Dukes will continue to provide comprehensive technical advisory services throughout the FEMA PA Program process. We begin by accurately identifying disaster-related damages and ensuring they are properly reported to FEMA and DHSEM. We formulate and streamline projects by grouping similar damages while separating those that may require additional time for approval. Most of this familiarization, assessment, and documentation has already been completed by Dennis Dukes in the weeks since we began working with the Village in late August 2024. Therefore, we are poised to proceed to next steps upon contract award. Throughout the development of Project Worksheets, we will thoroughly review and refine each stage, from the EEI and DDD to the SOW, cost estimates, and HMP.

Our technical expertise ensures each damaged item is correctly identified, its repair appropriately costed, and necessary mitigation plans are developed to safeguard the facility or structure against future disasters. Collaboration with FEMA and DHSEM at every step is critical to securing federal reimbursement and we ensure clear communication and alignment on eligibility. With a strong background in FEMA policy and prior experience providing these services to the Village since late August 2024, D.W.Dukes is well-equipped to guide the Village through every phase of the disaster recovery process.

2. **Develop and implement strategies designated to maximize federal and state assistance.**

D.W.Dukes will develop and implement strategies to ensure the Village maximizes both federal and state assistance throughout the recovery process. Efficiency is key, and our focus will be on avoiding delays in FEMA's project obligations by thoroughly reviewing and validating all elements of the FEMA process, including the Damage Impact List, DDD, SOW, cost estimates, and HMP.

DISASTER RECOVERY COORDINATOR RFP #2025-002P

By ensuring each project is meticulously reviewed and developed in accordance with FEMA and State policies, we will maximize the federal funding available for recovery efforts. In addition, leveraging State resources will be vital in streamlining processes and identifying potential roadblocks early in the project timeline. This will allow for quicker obligation and completion of projects.

Another critical strategy for optimizing federal assistance is the use of the Public Assistance Alternative Procedures, which can create opportunities to reallocate unused funds for other eligible non-disaster related projects. For DR-4795-NM specifically, historical cost data on bridge replacements will be utilized to justify higher, more accurate FEMA estimates, ensuring the Village receives the appropriate level of funding for critical infrastructure repairs. Through these measures, we will ensure the Village of Ruidoso's recovery efforts are fully supported by both federal and state programs.

3. Provide expert programmatic and policy advice on federal disaster relief programs.

Our team will provide the Village with expert programmatic and policy advice to ensure full utilization of federal disaster relief programs. At D.W.Dukes, we have 130 years of collective experience working with FEMA, allowing us to efficiently navigate FEMA's complex and evolving policies for obligation. We have already investigated critical Village projects such as the need for dredging silt and ash from the Rio Ruidoso, Brady Canyon Creek, and other streams, and addressing wildfire-damaged roadways that require professional inspection and reporting before FEMA acceptance.

Our expertise extends to guiding the Village through complex recovery items like H&H studies to justify necessary culvert size increases as a section 406 Hazard Mitigation measure. These studies are essential for obtaining FEMA approval, as detailed reports must be submitted for each culvert or drainage structure before increased capacity can be authorized. Throughout the recovery process, we will carefully review FEMA policies to ensure all damages are eligible for federal reimbursement, and we will address any policy misinterpretations by FEMA that could hinder funding and delay recovery.

Additionally, we will coordinate closely with other federal agencies such as the NRCS and the USACE, which have their own disaster relief programs for engineered channels, natural stream, and drainage structure repairs. By aligning the Village's efforts with both FEMA and these agencies, we will eliminate potential funding overlaps and ensure maximum federal assistance for the Village's recovery.

4. Provide support for strategic planning and coordination of all recovery efforts.

We will provide the Village with essential support for strategic planning and coordination to ensure the success of all recovery efforts. A key component of effective recovery is the early identification of damages and a clear division of responsibility among FEMA, NRCS, and USACE. By categorizing projects based on the appropriate agency, we can avoid potential delays and ensure no federal funding is lost. It is critical to separate projects that can progress smoothly through the FEMA process from those that may face challenges, as combining them could delay reimbursements.

To streamline recovery, we will work to bring all relevant parties—FEMA, NRCS, USACE, and the Village—together to establish clear agreements on who is responsible for each project. While this coordination can take time, especially when waiting for written agreements, it is vital for ensuring that all efforts remain aligned and funding flows smoothly. By managing this early

DISASTER RECOVERY COORDINATOR RFP #2025-002P

and maintaining clear communication throughout the process, we will avoid confusion and keep the recovery efforts on track.

5. Review contracts and purchasing documentation to ensure cost recovery.

D.W.Dukes will ensure that all contracts and purchasing documentation are thoroughly reviewed to ensure compliance with federal procurement standards, as outlined in the Code of Federal Regulations sections 200.317 – 200.327. FEMA places significant emphasis on proper procurement and purchasing documentation but also critical to their review is the reasonableness of the cost. We will meticulously review all procurement and purchasing documents to identify and address potential issues, such as time-and-materials contracts which can be necessary to eliminate immediate threats to public safety and to prevent additional damage to improved property. Our role includes identifying these potential issues in procurement documents, which are often necessary for immediate response but must be transitioned into contracts that comply with FEMA’s procurement standards based on estimated costs. Our process will ensure the Village’s recovery efforts proceed smoothly and in full compliance with federal requirements.

6. Represent the Village in meetings with FEMA, DHSEM, or other agencies as may be necessary.

We are committed to representing the Village in all necessary meetings with FEMA, DHSEM, or other agencies as needed. Being on-site allows us to work closely with all parties face to face, which is crucial for effective collaboration and the success of the recovery process. At D.W.Dukes, we operate with a “one team, one goal” mentality, ensuring all parties involved are aligned and working together to help the Village recover as quickly and efficiently as possible. By actively participating in meetings, we will facilitate open communication and ensure everyone remains on the same page, addressing challenges proactively. Our goal is to continue to seamlessly integrate into the Village’s recovery team, providing the expertise and support necessary for a successful recovery effort.

7. Damage site assessment and project worksheet formulation.

D.W.Dukes will lead the damage site assessment and Project Worksheet formulation with precision and expertise. Our team brings 130 years of combined experience in assessing damages from fire and flooding events, allowing us to accurately identify the full scope of recovery needs. Having worked on numerous fire and flood recovery efforts, we are highly skilled in identifying and categorizing damages to avoid unnecessary delays. This cannot be completed without the Village staff’s awareness of their damaged public infrastructure. We will work hand in hand with the Village to ensure all damages are identified and recorded.



Our team brings 130 years of combined experience in assessing damages from fire and flooding events, allowing us to accurately identify the full scope of recovery needs. Having worked on numerous fire and flood recovery efforts, we are highly skilled in identifying and categorizing damages to avoid unnecessary delays.

Project Worksheet formulation begins once all damages are identified and must be approached thoughtfully to ensure efficiency. It is crucial to separate projects that require different levels of review to prevent delays in funding. For example, combining projects such as the Malone Rd. Bridge—a fire-damaged, wooden structure also affected by floods—with Hummingbird Ln. —a

DISASTER RECOVERY COORDINATOR RFP #2025-002P

gravel roadway damaged by flooding—would not be advisable. The bridge requires specialized analysis, including H&H studies, whereas the gravel road can be addressed with simpler mitigation strategies. By appropriately categorizing projects and formulating accurate Project Worksheets, we will ensure recovery progresses smoothly and in alignment with FEMA’s requirements, minimizing potential roadblocks.

8. Identify potential improvements and maximize public assistance 406 Mitigation funding in conjunction with the Hazard Mitigation Grant Plan (HMGP) process.

D.W.Dukes will identify potential improvements and maximize public assistance through FEMA’s 406 HMP and the HMGP. FEMA offers substantial assistance through the 406 HMP, which focuses on mitigating disaster-related damages during the repair process.

While on site, Dennis Dukes, our proposed Project Manager, identified that mitigation measures such as grouted rock rip rap or standard rock rip rap at culvert entrances and exits can be applied to reduce erosion and stabilize the area. Since FEMA can offer up to 100% of the repair costs, rather than the standard 15% for Public Assistance Hazard Mitigation these items are sought after. The standard Hazard Mitigation item allows an applicant 15% of the permanent repair costs towards mitigation items. For example, if drywall gets damaged from floods and it costs \$10,000 to repair, FEMA’s standard mitigation will have a limit of $\$10,000 \times 15\% = \$1,500$. However, there are items in FEMA’s Appendix J for which FEMA will pay up to 100% of the repair costs, which in our example would be the full \$10,000. Based upon our experience and familiarity with FEMA policies, we will be a valuable partner for the Village as we identify opportunities that maximize the benefits for your recovery. For sites with significant erosion and damage repair cost, such as Cree Meadows near Mechem Dr., we can explore more robust safety treatments, like reinforced concrete wingwalls, to prevent future damage.

Additionally, FEMA’s HMGP operates separately from the 406 HMP and offers further opportunities to secure funding for improvements not directly related to disaster damages. We will work closely with the Village and DHSEM to identify and propose beneficial HMGP measures. These could include projects like replacing bridges where culverts currently exist that were not directly damaged but did not perform well during the flooding events or installing water valves at intersections to minimize water waste and reduce impacts on residents during repair operations. By leveraging both the 406 HMP and HMGP, we can maximize federal funding and strengthen the Village’s infrastructure against future disasters.

9. Meet with the Village regarding disaster related repairs, damage mitigation efforts and possible improvements. Collect and compile cost documentation.

In our role as Disaster Recovery Coordinator, we will work closely with the Village throughout the disaster recovery process, ensuring regular meetings to discuss disaster-related repairs, mitigation efforts, and potential improvements. Just as we meet regularly with FEMA and DHSEM, consistent communication with the Village is essential to fully understand your priorities and goals. You know your community best, and it is our job to align those goals with federal reimbursement opportunities,



Notably, during the days following the DR-4795-NM disaster, Dennis Dukes provided technical assistance, identified damages in the Village, and coordinated and collaborated with FEMA and DHSEM to successfully compile and formulate recovery projects.

particularly regarding how the Village wants to mitigate and improve damaged facilities.

A critical aspect of this process is the collection and compilation of cost documentation. We are well-versed in the federal government's documentation requirements and will ensure all necessary information is gathered to justify cost increases, allowing FEMA to award reasonable and accurate funding. This includes compiling the Force Account costs for temporary repairs the Village has already completed, such as those at Cree Meadows. By meticulously reviewing and submitting this information to FEMA, we will support the Village in receiving the full reimbursement it deserves. We are here to guide and assist in every step of the recovery process.

10. Document permit requirements and work with the Village to maintain code compliance, including but not limited to building and floodplain codes.

We will ensure all project repair sites are thoroughly reviewed for permit requirements and code compliance, including building and floodplain regulations. This step is essential for developing accurate SOWs in FEMA projects, as FEMA policy allows federal reimbursement to cover the costs of bringing disaster-damaged items into compliance with current codes. However, failing to obtain the necessary permits before construction begins can jeopardize federal funding.

We will work closely with the Village to identify all relevant permitting requirements, particularly for work involving natural streams and engineered drainage facilities, where permits are a critical priority. By coordinating with the Village and making permits a key focus in the construction schedule, we will help safeguard federal reimbursement and ensure all repairs are completed in full compliance with local, state, and federal regulations.

11. Provide assistance with claims or claiming process.

We will provide comprehensive assistance with claims and the claiming process, ensuring the Village receives the maximum funding available. For insurance claims, our team can include experts with a deep understanding of FEMA's insurance process. We will guide you through the complexities of both insurance and FEMA claims, ensuring all documentation is accurate and complete. For FEMA or any federal disaster relief claims, we will be involved in each step of the process, ensuring claims are properly formulated, submitted, and tracked. We will ensure the Village is fully supported and able to access all eligible federal funding to aid in your recovery.

12. Provide assistance and oversight to facilitate and ensure appropriate progress payment requests.

We will provide dedicated assistance and oversight to ensure timely and accurate progress payment requests. Drawing on our extensive experience in submitting successful drawdown requests, we will collaborate closely with DHSEM to quickly resolve any issues that may arise. It's well known that while FEMA may award the funds, securing the actual disbursement from DHSEM can sometimes be challenging. We are committed to keeping the process moving efficiently, ensuring the Village receives the funds it is entitled to.

DHSEM is utilizing contractors for this disaster, and our proposed Project Manager, Dennis Dukes, has already established connections with key DHSEM personnel, some of whom he has worked with under a former employer. These relationships will help smooth the drawdown process, ensuring ease of communication and faster payment approvals. Our team will ensure all progress payment requests are handled with the utmost attention to detail, keeping the Village's recovery on track.

13. Work with the Village to resolve disputes with FEMA, DHSEM, or other agencies as may be necessary, including but not limited to the preparation of appeals.

DISASTER RECOVERY COORDINATOR RFP #2025-002P

D.W.Dukes is committed to working closely with the Village to resolve disputes with FEMA, DHSEM, or other agencies, minimizing the need for appeals whenever possible. Maintaining strong, positive relationships with these agencies is essential to preventing disagreements that could escalate into lengthy appeals, which can take years to resolve or, worse, result in a loss. However, if disputes do arise—whether due to policy misinterpretations or disagreements over eligibility of costs—we will ensure the Village is fully prepared.

One method for resolving disputes is through FEMA's Dispute Resolution process set up by DHSEM and FEMA. Dennis Dukes has experience preparing and presenting cases to FEMA through their Dispute Resolution Process, particularly during his work in the US Virgin Islands. While discussions, including meetings and correspondence, can be lengthy when addressing items deemed ineligible, we are committed to advocating vigorously and persistently to resolve these disputes before the issuance of a Dispute Resolution or Determination Memorandum, which is the document commonly subject to appeal.

Our team will actively monitor the situation and begin building a case well in advance if an appeal appears inevitable. With our expert Policy Advisor, Hazel Joanes, who has extensive experience working in FEMA's Appeals division, we will be able to navigate the process effectively and ensure responses are well-prepared and submitted within the required deadlines. While our primary goal is to maintain strong working relationships to avoid disputes, we are fully equipped to advocate for the Village's interests if an appeal becomes necessary.

14. Review all engineering plans and scopes of work for mitigation and emergency repair projects.

Our team will ensure a thorough review of all engineering plans and SOWs for both mitigation and emergency repair projects. Our team includes a licensed PE, an EIT, and a third with a degree in engineering. In addition, our team includes two members with extensive construction backgrounds, giving us a well-rounded understanding of both technical engineering documents and practical construction methods. We have engineers, including one licensed in the State of New Mexico, and experienced construction managers, all of whom possess an excellent grasp of FEMA's processes. This dual expertise allows us to bridge the gap between engineering and construction, ensuring projects are effectively developed and awarded.

With extensive experience in FEMA's 406 HMP and emergency repairs, we have the capability to identify the best options for the Village and work with FEMA to secure approval. Emergency repair projects can be particularly challenging, but with our expertise, we will ensure repairs are approached in a manner that maximizes eligibility for FEMA reimbursement. For example, when an emergency repair plan is proposed that would most likely not be reimbursed by FEMA, as was the repair project proposed initially for Cree Meadows, the D.W.Dukes team will call on their years of experience to identify and caution against proceeding and offer an alternative fundable solution. Our goal is to advise the Village on strategies that not only meet FEMA's requirements but also safeguard the long-term success of each project.

3. SAMPLE DISASTER MANAGEMENT PLAN

Sample Disaster Management Plan

In conjunction with our involvement with the disaster recovery efforts begun in the immediate aftermath of the Village of Ruidoso's South Fork Disaster (DR-4795-NM), D.W.Dukes brings extensive experience and a proven track record in managing FEMA PA projects. Acting as Disaster Recovery Coordinator, D.W.Dukes will ensure a comprehensive disaster management plan that begins with an accurate initial damage assessment, recorded in the OEM PA Tool. We will formulate projects by combining or separating them as necessary to avoid delays and

DISASTER RECOVERY COORDINATOR RFP #2025-002P

accompany FEMA and DHSEM on all site visits to guarantee all damages are captured in the Site Inspection Report.

With thorough reviews of the DDD, SOW, HMP, and cost estimates, we will confirm all methods and costs are reasonable. Our role includes final project reviews, tracking award payments, and collaborating with DHSEM and FEMA to ensure timely project close-outs.

Additionally, D.W.Dukes will manage the procurement process, track contracts, meet FEMA deadlines, and ensure all work qualifies for FEMA PA reimbursement. Our goal is to maximize the Village's recovery while ensuring every step of the process is meticulously handled.

A summary of our Sample Disaster Management Plan is outlined in the table below.

Plan	Implementation
1. Initial Damage Assessment	Identify all disaster-related damages and record them in the OEM PA Tool.
2. Project Formulation	Work with the Village, FEMA, and DHSEM to combine like projects and separate complex projects that may have extensive delays.
3. FEMA Site Visits	Be onsite with FEMA, DHSEM, and the Village to ensure all damages are identified on the FEMA Site Inspection Report before it is signed and approved by the Village.
4. DDD Review	Review the DDD to ensure all site visit data is captured correctly.
5. SOW, HMP, and Cost Estimate Review	Review the SOW, HMP, and Cost Estimate for reasonable permanent repair methods and costs.
6. Final Project Review	Perform final project reviews and either advise the Village to approve or send comments to FEMA for corrections.
7. Tracking Project Award	Track the awards and ensure payments are made for the correct amounts.
8. Working with the DHSEM to Close Out Project	DHSEM (and FEMA) may require additional documentation to close out a project. We will work with them and the Village to provide any documentation.
9. Project Management of Permanent Repairs:	<ol style="list-style-type: none"> 1. Contract Procurement to include SOW development 2. Track contract awards

Plan	Implementation
	<ol style="list-style-type: none"> 3. Ensure FEMA deadlines are met 4. Ensure all work being performed is eligible for FEMA PA reimbursement 5. Provide DHSEM or FEMA with all contract, payment applications, and final project acceptance

4. FAMILIARITY WITH THE VILLAGE OF RUIDOSO

Familiarity with the Village of Ruidoso’s South Fork Disaster (DR-4795-NM) and previous disasters.

Since August 2024, Dennis Dukes, PE, owner of D.W.Dukes, has been providing disaster recovery technical assistance to the Village in response to the South Fork Disaster DR-4795-NM. He has played a pivotal role in identifying disaster-related damages to improved property, conducting site visits, taking photographs, and documenting preliminary DDD and SOW for 145 roadway sites. In addition to roadways, he assisted in identifying potential damage to the entire Wastewater Collection System that will likely require permanent repairs. Mr. Dukes also conducted a comprehensive assessment of debris-filled natural streams, quantifying the amount of material that must be removed to restore proper stormwater flow.

Mr. Dukes has worked closely with FEMA and DHSEM to streamline project development, minimizing complications. Through numerous meetings with Village officials, FEMA, and DHSEM, he has fostered strong relationships, ensuring transparency and alignment among all parties involved. D.W.Dukes is fully dedicated to continuing this partnership with the Village, using our expertise to support the long-term recovery and future resilience of the community.

In addition to the work he has done with the Village, below is a list of the disaster declarations the owner of D.W.Dukes, LLC, Dennis Dukes, has worked under his company and with others:

FEMA Disaster Project History 2004 – Present:

1. DR-4795-NM South Fork Fire and Salt Fire
2. DR-4683-CA Severe Winter Storms, Flooding, Landslides, and Mudslides
3. DR-4482-CA COVID-19
4. DR-4340-VI Hurricane Maria
5. DR-4335-VI Hurricane Irma
6. DR-4337-FL Hurricane Irma
7. DR-4308-CA Severe Winter Storms, Flooding, Mudslides
8. DR-4305-CA Severe Winter Storms, Flooding, Mudslides
9. DR-4272-TX Severe Storms and Flooding
10. DR-4237-OST Severe Storms, Straight-line Winds, and Flooding
11. DR-4085-NY Hurricane Sandy
12. DR-4020-NY Hurricane Irene
13. DR-4012-MO Flooding
14. DR-1980-MO Severe Storms, Tornadoes, and Flooding
15. DR-1930-IA Severe Storms and Flooding

- 16. DR-1825-WA Severe Winter Storms and Record and Near Record Snow
- 17. DR-1561-FL Hurricane Jeanne
- 18. DR-1545-FL Hurricane Frances
- 19. DR-1539-FL Hurricane Charlie

5. PAST RECORD OF PERFORMANCE

The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client’s contact reference name and current telephone number.

The D.W.Dukes team will be led by Dennis W. Dukes, PE, owner of D.W.Dukes, who brings over 20 years of experience working with FEMA and has consulted on 19 disaster declarations. Serving as the Project Manager and SME, Dennis will work directly with the Village to ensure successful project execution.

His extensive expertise covers all aspects of FEMA PA, from project formulation to full-scale management. From August to October 2024, Dennis Dukes, PE, assisted the Village of Ruidoso in their recovery from the South Fork and Salt Fires, developing a \$300 million damage inventory for 160 sites. He also provided expert guidance to resolve recovery challenges. In 2023, Dennis managed \$500 million in FEMA PA awards for Fresno Community Hospital (COVID-19) and \$1.6 million for storm damage repairs. From 2019 to 2023, he led FEMA PA projects for the Virgin Islands, securing \$170 million and increasing costs by over \$90 million. From 2004 to 2019, Dennis oversaw \$25 million in FEMA PA roadway projects for Comanche County, Texas.

Below are clients for whom Dennis has provided services similar to those requested in the RFP for Disaster Recovery Coordinator.

Client Address Telephone	Description of Services Provided	Time Period	Contact Name Contact Information
Southeastern New Mexico Economic Development District 1600 SE Main Street, Suite D, Roswell, New Mexico 88203 (575) 624-6131	Under Dennis Dukes, Owner: DR-4795-NM South Fork Fire and Salt Fire <ul style="list-style-type: none"> • Provided Technical Assistance to the Village of Ruidoso in their recovery efforts • Developed damage inventory list of 160 sites with an estimated construction repair cost of 	August 2024 to October 2024	Dora Batista Executive Director (575) 624-6131

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Client Address Telephone	Description of Services Provided	Time Period	Contact Name Contact Information
	\$300 million <ul style="list-style-type: none"> • Provided expert advice to resolve issues 		
Fresno Community Hospital and Medical Center 2823 Fresno St, Fresno, CA 93721 (559) 459-6000	Work performed under D.W.Dukes, LLC <ul style="list-style-type: none"> • DR-4482-CA COVID-19-CA, \$500 million FEMA PA Awards • DR-4683-CA Severe Winter Storms, Flooding, Landslides, and Mudslides-CA, \$1.6 million FEMA PA Awards for X-Ray System Replacements and minor Flood cleanup 	2023-Present	Aaron Dwoskin Director (559) 231-7717 adwoskin@communitymedical.org
US Virgin Islands Housing Authority 9900 Oswald Harris Court St. Thomas, VI 00802-3100 (340) 777-8442	Work performed under Witt O'Brien's Ambipar <ul style="list-style-type: none"> • DR-4340-VI Hurricane Maria & DR-4335-VI Hurricane Irma, \$170 million FEMA PA Awards • Managed FEMA PA Projects for the Virgin Islands Housing Authority and the Virgin Islands Housing Finance Authority in St. Thomas and St. John • Successfully corrected poorly developed projects and increased costs by over \$90 million • Developed SOW and \$6 billion Cost Estimated for BBA Prudent Replacement of the Wastewater Collection and Treatment on St. Croix for the Virgin Islands Waste Management Authority 	2019-2023	Lydia Pelle Chief Operating Officer United States Virgin Islands Housing Authority (340) 778-8442 Charlotte Webb-Smith Managing Director, Caribbean Portfolio Witt O'Brien's Ambipar (252) 903-0944 hsmith@wittobriens.com
Comanche County 101 W Central Ave Comanche, TX 76442 (325) 356-2655	Work performed under AECOM <ul style="list-style-type: none"> • DR-4272-TX Severe Storms and Flooding • Managed Precinct 2 FEMA PA roadway projects totaling \$25 million in repairs 	2004-2019	Russell Gillette Precinct 2 Commissioner (254) 842-1734 ccprecinct2@verizon.net Robert "Bob" Stewart Former Director of FEMA PA Operations under AECOM, (806) 236-2566

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Client Address Telephone	Description of Services Provided	Time Period	Contact Name Contact Information
	<ul style="list-style-type: none">• Worked side by side with the Commissioner• Performed all Site Visits• Developed entire FEMA projects including HMP		bobstewart@sbcglobal.net

6. SIGNED CAMPAIGN CONTRIBUTION FORM (APPENDIX B)

Signed Campaign Contribution Form (Appendix B) attached below.

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state Village or local public body. This form must be filled in even if the contract qualifies as a small purchase or a sole source contract. The prospective Consultant must disclose whether they, a family member or a representative of the prospective Consultant has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Consultant submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Consultant signs the contract, if the aggregate total of contributions given by the prospective Consultant, a family member or a representative of the prospective Consultant to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective Consultant, a family member of the prospective Consultant, or a representative of the prospective Consultant gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Consultant fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Consultant is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Consultant” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective Consultant” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Consultant.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

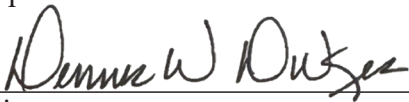
Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

10/10/2024

Date

PE, FEMA PA and Civil Engineering Consultant

Title (Position)

7. DEBARMENT CERTIFICATION (APPENDIX F)

Debarment Certification (Appendix F) attached below.

APPENDIX F – DEBARMENT CERTIFICATION

RFP# 2025-002P Disaster Recovery Coordinator

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

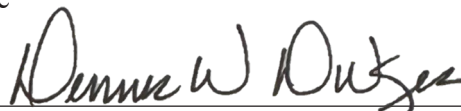
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at C.F.R Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

Dennis W. Dukes, PE, FEMA PA & Civil Engineering Consultant

Typed Name & Title of Authorized Representative

10/10/2024

Date



Signature of Authorized Representative

8. NON-COLLUSION AFFIDAVIT (APPENDIX G)

Non-collusion Affidavit (Appendix G) attached below.

APPENDIX G – NON-COLLUSION AFFIDAVIT

RFP# 2025-002P Disaster Recovery Coordinator

STATE OF New Mexico)
)
COUNTY OF Lincoln) SS

Dennis W. Dukes, being first duly sworn, deposes and says:

That he/she is Owner of D.W. DUKES, LLC
who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal/bid, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Village of Ruidoso, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: Dennis W. Dukes

SUBSCRIBED and sworn to before me this 30 day of Sept 2024

Notary Public: Paula Anne Sanchez

My commission expires: 01-11-2027

**STATE OF NEW MEXICO
NOTARY PUBLIC
PAULA ANNE SANCHEZ
COMMISSION #1124038
EXPIRES JANUARY 11, 2027**

G. OTHER SUPPORTING MATERIAL (IF APPLICABLE)

Dennis W. Dukes, PE, New Mexico PE Registration

Dennis W. Dukes, PE, is a registered Professional Engineer in the State of New Mexico.



Sample:

Ruidoso OEM Public Assessment Tool for Paradise Canyon Dr

Please find attached below for your reference the Ruidoso OEM Public Assessment Tool for Paradise Canyon Dr. This is a sample of one of 150 Damage Assessments completed by Dennis Dukes for the Village of Ruidoso in response to the New Mexico South Fork Fire and Salt Fire, DR-4795-NM. This assessment was produced in collaboration with Village leadership.

Ruidoso OEM Public Assessment Tool

Submitted by: dwdukes70

Submitted time: Oct 2, 2024, 2:51:39 PM

Incident ID Number:

DR-4795-NM

Field Team Member:

Dennis W. Dukes, PE

Applicant Type:

Village of Ruidoso

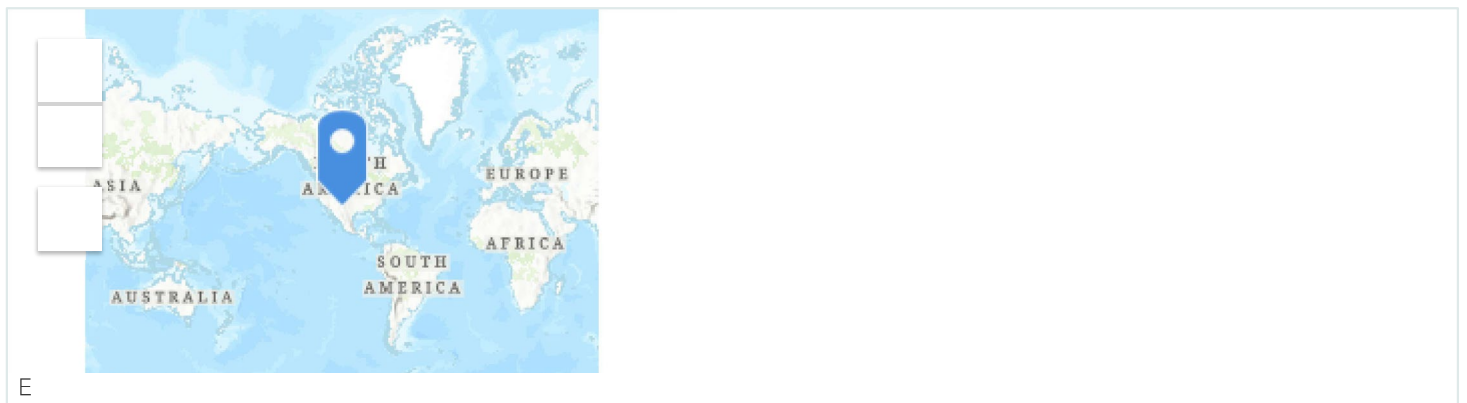
Potential Applicant Name

Village of Ruidoso

Impacted Location Information:

Click Map to Move Pin to Indicate the Exact Impacted Location:

Lat: 33.340948 Lon: -105.665097



Street Address:

100 Hull Rd

DISASTER RECOVERY COORDINATOR RFP #2025-002P

City/Town

Ruidoso

County

Lincoln

Zip code

88345

Disaster Impacts Information:

What type of disaster has caused the impact?

Wildfire

Damage Assessment

Which type of assessment would you like to submit?

Roads and Bridges (C)

Roads and Bridges

Is this road/bridge a federal aid road?

No

Is this a private road/bridge?

No

Choose the type of facility:

Road with culvert

Enter the common name for the facility:

Paradise Canyon Dr

Choose the type of road:

Asphalt

DISASTER RECOVERY COORDINATOR RFP #2025-002P

The wildfire caused burn scars to occur that have negatively altered soil characteristics proven by the drastically increased peak flows of all rainfall events. Post wildfire heavy rainfall events caused high velocity runoff and high peak flows to inundate this section of roadway multiple times.

The Village has a history with this road on a previous declared disaster. The same damage is happening today.

9,325 ft (l) x 25 ft (w) x 0.25 ft (t) Asphalt Concrete Pavement Surface

9,325 ft (l) x 27 ft (w) x 1 ft (t) Base Material

9,325 ft (l) x 27 ft (w) x 2 ft (t) sub-Base Material

33.340904°, -105.665092°:

80 LF x 36 IN (DIA) Corrugated **Metal** Culvert

33.336400°, -105.663118°:

Roadside ditch debris:

870 ft (l) x 3 ft (w) x 3 ft (h)

100 ft (l) x 3 ft (w) x 3 ft (h)

Bent and damaged Culvert:

60 LF x 18 INCH DIA Corrugated Metal Culvert

Culvert Exit Erosion:

5 ft (l) x 5 ft (w) x 5 ft (h)

Additional culverts might be buried and damaged.

Describe the necessary repairs:

Remove and Replace:

9,325 ft (l) x 25 ft (w) x 0.25 ft (t) Asphalt Concrete Pavement Surface

9,325 ft (l) x 27 ft (w) x 1 ft (t) Base Material

9,325 ft (l) x 27 ft (w) x 2 ft (t) sub-Base Material

80 LF x 36 IN (DIA) Corrugated Metal Culvert

Remove ashy, muddy, silty Debris:

870 ft (l) x 3 ft (w) x 3 ft (h)

100 ft (l) x 3 ft (w) x 3 ft (h)

Remove and Replace:

60 LF x 18 INCH DIA Corrugated Metal Culvert

Place Fill Material:

5 ft (l) x 5 ft (w) x 5 ft (h)

Special Considerations

Do the repairs occur in or near water?

Yes

DISASTER RECOVERY COORDINATOR RFP #2025-002P

Will there be ground disturbing activities associated with the work?

Yes

Is the damaged facility older than 45 years?

No

Are there hazardous debris disposal issues?

No

Is the facility covered under an existing insurance policy for the hazard?

No

Cost

Is the work completed?

No

How will the work be completed?

Contract

Were emergency repairs necessary to lessen an immediate threat to life, safety, or property?

Yes

Enter cost of emergency repairs:

300,000

Enter cost of the necessary work:

4,500,000

Total Emergency and Necessary Repairs cost for this facility:

4,800,000

How was the cost estimate developed?

Best Guess (made due to unknown cost, variables, or unknown damage)



Picture 2



Picture 3



Picture 4



IMG_3667.jpg



IMG_3668.jpg