

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, November 18, 2015 at our East Mesa Office, 9774 Butterfield Park Blvd. Las Cruces, NM

NOTE: Minutes are a DRAFT until approved & signed by the Board of Directors

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman Roberto Nieto called the meeting to order at 9:33 a.m. and called the roll. Mr. Raymundo Sanchez representing District #1 was absent, Ms. Alma Boothe representing District #2 was absent at the beginning of the meeting but she arrived at 10:24 AM, Mr. Cali Tellez representing District #3 was present, Mr. John Holguin representing District #4 was absent, Mr. Nieto representing District #5 was present, Mr. Mike McMullen representing District #6 was present, and Mr. Furman Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Operations Manager Mike Lopez, Finance Manager Kathi Jackson, Projects Manager Karen Nichols, and Projects Specialist Liza Lopez. LRGPWWA employees listed in item V of the November Agenda were also present, with the exception of Benita Evaro.
- II. **Pledge of Allegiance:** Karen Nichols led the pledge.
- III. **Motion to approve the Agenda:** Mr. Nieto made the motion to postpone convening in closed session until all Board Members could be present. These items (E, F, G, and H under X on the November Agenda) will be taken up at either a special meeting to be announced or the next regular Board Meeting. Mr. McMullen made the motion to approve the agenda as amended. Mr. Smith seconded the motion.
- IV. **Motion to approve the minutes of September 16, 2015, Regular Board Meeting:** This item was taken up after Item X because there wasn't a quorum present from the previous Board meeting initially. There were no changes to the minutes and after Ms. Boothe arrived she made the motion to approve the minutes. Mr. McMullen seconded and the motion carried with none opposed.
- V. **Employee Recognition:** Mr. Martin Lopez and Mr. Nieto presented plaques to LRGPWWA Employees in recognition of 5 years of service:

Michael P. Lopez	Admin	Teresa Valois	Finance	Pedro Gomez	Operations
Karen F. Nichols	Admin	Yessenia Carrillo	Finance	Miguel Ortega	Operations
Martin G. Lopez	Admin	Gabriel Gutierrez	Finance	Ramon Morales	Operations
Angelica Meza	Projects	Consuelo Garcilazo	Finance	Javier C. Gutierrez	Operations
		Benita E. Evaro (absent)	Finance	Jose J. Lopez	Operations
		M. Christina Gallegos	Finance		

- VI. **Guest Presentations – NONE**
- VII. **Public Input—15 minutes total allotted for this item, 3 minutes per person – NONE**
- VIII. **Managers' Reports**
 - A. **General Manager:** Mr. Martin Lopez provided a written report and stood for questions. He addressed questions regarding the Alto De Las Flores water system and the 2016 Legislative Session. Mr. Nieto inquired about the telephone system that is being acquired from Telstar. Mr. Martin Lopez explained that the phone system would be purchased and not leased and he described how the system would be upgraded. Mr. Martin Lopez also discussed the DAC Probate Judge training that will be provided to LRGPWWA Staff and Board Members in December at the La Mesa Office.
 - B. **Operations:** Operations Manager Mike Lopez provided a written report and stood for questions. Mr. Smith asked about the SCADA system and how it was working. Mr. Mike Lopez said that it was working

fine and that he was pleased with the system. Mr. Smith asked questions regarding the Arroyo well and its expected completion date. Mr. Mike Lopez responded that the well driller expected to be finished shortly after Thanksgiving. Mr. Smith also asked questions regarding the cleaning of the Berino tank and asked if there was a regular schedule in place for flushing water lines. Karen Nichols asked what kind of material would be used for the column pipe on the well and Mr. Mike Lopez replied that it would be regular black pipe. Mr. Mike Lopez also discussed the upcoming sewer jetting training.

- C. **Projects:** Ms. Karen Nichols provided a written report and gave an update on the Brazito Water System Improvements. She stated that the asphalt on Calle De Brazito did not meet the specifications for asphalt density and smoothness and the contractor will have to remove and replace it. Ms. Nichols and Mr. Martin Lopez will be travelling to Santa Fe on December 2, 2015 for a meeting of the Water Trust Board. Ms. Nichols also discussed the ongoing Water Audit and the scheduling of Transfer and Assumption regarding the Butterfield Park, Organ, and Brazito Water Systems. The date of December 10, 2015 was preferred. Mr. Tellez asked about the Veteran's Road Project. Ms. Nichols stated that we have given the Notice to Proceed to Parkhill, Smith & Cooper and she hoped to have an update from them at the next board meeting.
- D. **Finance:** Ms. Kathi Jackson provided the October P&L Report. She noted that LRGPWWA had \$203,034 in revenue and expenses of \$300,329. After depreciation was factored out the actual shortfall was \$7,545. Ms. Jackson attributed the loss in revenue in part to water usage going down because of the cooler weather. Ms. Jackson discussed the ongoing audit, stating that it has been intensive and the auditors are reviewing policies and procedures and making sure that internal controls are in place and are being followed. She also discussed the need to confirm the deadline for the completion of the audit. Ms. Jackson also discussed LRGPWWA's transition to a new accounting system and stated that November 20, 2015 will be the first day on the new system.

IX. Unfinished Business

- A. **Motion to approve Engineering Services Agreement with Molzen Corbin & Associates for SCADA Project:** Mr. McMullen made the motion to approve the Engineering Services Agreement and Mr. Smith seconded the motion. The motion passed with none opposed

X. New Business

- A. **Motion to adopt amendment to Inspection of Public Records Policy:** Mr. Martin Lopez clarified the updates to the policy. Mr. Tellez asked questions regarding who would be the Records Custodian. Ms. Nichols explained that an email address had been set up in reference to records requests. Mr. McMullen made the motion to adopt the amendment to the policy. Mr. Tellez seconded the motion and the motion passed with none opposed.
- B. **Motion to approve Property Disposition Committee Finding:** Mr. Martin Lopez described the refurbished equipment that was no longer compatible with our meter reading system and the wish to donate it to the Velarde MDCWA in exchange for postage paid. Mr. Tellez made the motion to approve the Disposition Committee Finding. Mr. Smith seconded the motion and the motion passed with none opposed.
- C. **Motion to adopt amendment to LRGPWWA Customer Service Policy:** Mr. Martin Lopez explained the proposed updates to the Customer Service Policy which reflect LRGPWWA changing to one billing cycle currently. Ms. Nichols explained that the need for additional billing cycles may be added as needed due to the growth of the customer base. Mr. McMullen made the motion to adopt the amendment and Ms. Boothe seconded the motion. None were opposed.
- D. **Motion to adopt amendment to LRGPWWA Schedule of Rates and Fees:** Ms. Nichols explained that this amendment was also related to LRGPWWA changing to one billing cycle. Mr. McMullen made the motion to adopt the amendment and Mr. Smith seconded the amendment with none opposed.

- E. Motion to convene in closed session pursuant to NMSA 197810-15-1 H.2 to discuss a limited personnel matter regarding the General Manager's evaluation:** This motion was postponed.
 - F. Motion to reconvene in open session:** This motion was postponed.
 - G. Statement by the Chair that the matters discussed in the closed meeting were limited only to those specified in the motion for closure:** This statement was postponed.
 - H. Action, if any, related to the matters discussed in closed session:** These actions have been postponed.
- XI. Other discussion and agenda items for next meeting:**
- A.** Santa Teresa Rail Study
 - B.** Special Session
- XII. Adjourn:** Mr. McMullen made the motion to adjourn, Mr. Smith seconded, and it carried unanimously. Mr. Nieto declared the meeting adjourned at 10:40 a.m.

Minutes approved December 9, 2015

Roberto Nieto, Chairman (District 5)

ABSENT

John Holguin, Vice-Chairman (District 4)

Alma Boothe, Secretary (District 2)

ABSENT

Raymundo Sanchez, Director (District 1)

Carlos Tellez, Director (District 3)

Michael McMullen, Director (District 6)

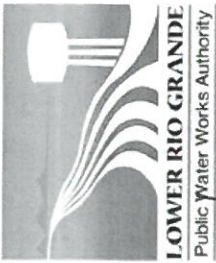
Furman Smith, Director (District 7)



Lower Rio Grande Public Water Works Authority
Sign In Sheet Page ___ of ___

Date: November 18, 2015 Time: 9:30 AM Places: CASA MESA OFFICE Event: Regular Board Meeting

Signature	Print Name, Title, Company or Agency Represented	Contact Information	Email Address
<i>Mike McMillen</i>	MIKE McMILLEN LRG PWA	970.302.7852	
<i>Bob M Nietz</i>	LRG BOD	575-636-3851	
<i>MARTIN GLOPPEZ</i>	LRG PWA	575 71 3624	
<i>Yessenia Carrillo</i>	Yessenia Carrillo LRG	575-496-0080	
<i>Gabriel Gutierrez</i>	Gabriel Gutierrez	575-642-4777	gabgut43@yahoo.com
<i>PETE GONZALEZ</i>	PETE GONZALEZ	575 932-9337	
<i>Karen Nichols</i>	Karen Nichols	915 203 2057	Karen.nichols@LRGauthority.org
<i>Uma Lopez</i>	Uma Lopez	575 621 2193	uma.lopez@lr.org
<i>Kathleen</i>	Kathleen Jackson Finance Manager LRG PWA	(575) 640-4330	Kathleen.Jackson@lr.org
<i>Ramon Morales</i>	Ramon Morales	(915) 892-8829	Ramon.Morales@lr.org
<i>Chris</i>	CHRIS LEADER LRG PWA Gabriel Gutierrez	575 693-2102	Chris.Leader@lr.org
<i>Angie Maza</i>	LRG PWA	575 233 5742 x111	angie.maza@lr.org



Lower Rio Grande Public Water Works Authority

Sign In Sheet Page ___ of ___

Date: November 18, 2015 Time: 9:30 AM Places: East Mesa Office Event: Regular Board Meeting

Signature	Print Name, Title, Company or Agency Represented	Contact Information	Email Address
	Connie Garcilazo - LRG PWWA	233-57112	connie.garcilazo@lrgauthority.org
	Christina Gallegos - LRG PWWA	233-5742	christina.gallegos@lrgauthority.org
	Jose Lopez - LRG PWWA	233 5742	Jose.Lopez@lrgAuthority.org
	Miguel Ortega	233 5742	
	Teresa Valois	233-5742	teresa.valois@lrgauthority.org
	Mike Lopez	635-3921 or 309-7670	mike.lopez@lrgauthority.org
	Alma Boothe		
	Carlos Lopez	233-9190	
	Furman Smith	382-5982	SAME

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, November 18, 2015 at our East Mesa Office, 9774 Butterfield Park Blvd.

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office—call 575-233-5742 for information

- I. Call to Order, Roll Call to Establish Quorum: District #1 (Mr. Sanchez)___, #2 (Ms. Boothe)___, #3 (Mr. Tellez)___, #4 (Mr. Holguin)___, #5 (Mr. Nieto)___, #6 (Mr. McMullen)___, #7 (Mr. Smith)___.
- II. Pledge of Allegiance
- III. Motion to approve the Agenda
- IV. Motion to approve the minutes
 - A. Of September 16, 2015, Regular Board Meeting
- V. Employee Recognition- the Board of Directors will recognize LRGPWWA employees for five years of service.

<u>Name</u>	<u>Department</u>	<u>Name</u>	<u>Department</u>	<u>Name</u>	<u>Department</u>
Michael P. Lopez	Admin	Teresa Valois	Finance	Pedro Gomez	Operations
Karen F. Nichols	Admin	Yessenia Carrillo	Finance	Miguel Ortega	Operations
Martin G. Lopez	Admin	Gabriel Gutierrez	Finance	Ramon Morales	Operations
Angelica Meza	Projects	Consuelo Garcilazo	Finance	Javier C. Gutierrez	Operations
		Benita E. Evaro	Finance	Jose J. Lopez	Operations
		M. Christina Gallegos	Finance		

- VI. Guest Presentations
- VII. Public Input—15 minutes total allotted for this item, 3 minutes per person
- VIII. Managers' Reports
 - A. General Manager
 - B. Operations
 - C. Projects
 - D. Finance
- IX. Unfinished Business
 - A. Motion to approve Engineering Services Agreement with Molzen Corbin & Associates for SCADA project
- X. New Business
 - A. Motion to adopt amendment to Inspection of Public Records Policy
 - B. Motion to Approve Property Disposition Committee Finding
 - C. Motion to adopt amendment to LRGPWWA Customer Service Policy
 - D. Motion to adopt amendment to LRGPWWA Schedule of Rates and Fees
 - E. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.2 to discuss a limited personnel matter regarding the General Manager's evaluation: Roll Call Vote: District #1 (Mr. Sanchez)___, #2 (Ms. Boothe)___, #3 (Mr. Tellez)___, #4 (Mr. Holguin)___, #5 (Mr. Nieto)___, #6 (Mr. McMullen)___, #7 (Mr. Smith)___
 - F. Motion to reconvene in open session
 - G. Statement by the Chair that the matters discussed in the closed meeting were limited only to those specified in the motion for closure
 - H. Action, if any, related to the matters discussed in closed session
- XI. Other discussion and agenda items for next meeting, 9:30 a.m., December 9, 2015 (**one week earlier due to the Holidays**) at the La Mesa Office
- XII. Adjourn

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 aide or service to attend or participate in the hearing or meeting, please contact the LRGPWWA office at 575-233-5742, PO Box 2646, Anthony NM 88021 OR 215 Bryant St., Mesquite NM 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 LRGPWWA office if a summary or other type of accessible format is needed.

Si es un individuo con una incapacidad esta en necesidad de un lector, amplificador, lenguaje por señas, o cualquier otra forma de asistencia o servicio para atender o participar en las juntas, por favor llame a la oficina LRGPWWA, 575-233-5742, PO Box 2646, Anthony NM 88021 O 215 Bryant St., Mesquite NM una semana antes de la junta o en cuanto posible. Documentos públicos, incluyendo la agenda y minutos, están disponibles en varios formatos. Por favor opóngase en contacto con la oficina LRGPWWA si un resumen o otro tipo de forma accesible es necesario.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Tuesday, October 20, 2015 at our Vado Office, 325 Holguin Rd., Vado, NM

NOTE: Minutes are a DRAFT until approved & signed by the Board of Directors

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman Roberto Nieto called the meeting to order at 9:42 a.m. and called the roll. Mr. Raymundo Sanchez representing District #1 was absent, Ms. Alma Boothe representing District #2 was present, Mr. Cali Tellez representing District #3 was absent, Mr. John Holguin representing District #4 was present, Mr. Roberto Nieto representing District #5 was present, Mr. Mike McMullen representing District #6 was present, and Mr. Furman Smith representing District #7 was absent. Staff members present were General Manager Martin Lopez, Finance Manager Kathi Jackson, Projects Manager Karen Nichols, and Projects Specialist Liza Lopez. Mr. Dan Robillard, an engineer with Parkhill, Smith & Cooper, was also present.
- II. **Pledge of Allegiance:** Kathi Jackson led the pledge.
- III. **Motion to approve the Agenda:** No changes were made to the agenda. Mr. Holguin made the motion to approve the agenda, Mr. McMullen seconded, and it carried on a vote of 4-0.
- IV. **Motion to approve the minutes of September 16, 2015, Regular Board Meeting:** There were no additions or corrections, and Mr. McMullen made a motion to approve the minutes, Mr. Holguin seconded, and the motion carried with none opposed.
- V. **Guest Presentations – NONE**
- VI. **Public Input—15 minutes total allotted for this item, 3 minutes per person – NONE**
- VII. **Managers' Reports**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. He addressed questions regarding the Alto De Las Flores water system, the Del Valle water lines, and billing cycle changes.
 - B. **Operations:** Operations Manager Mike Lopez provided a written report and stood for questions. Mr. Holguin asked about water production and usage, using the associated graph provided by Mike Lopez. Mr. Nieto asked questions about the Wetlands, its main pond, the deadline for the project, and who would be doing the work. Mr. Martin Lopez responded that an email had been sent to the appropriate parties regarding compliance. He also stated that the pumping and transport had been sub-contracted out to Envirotech Services. Mr. Nieto asked about any damages caused by the recent rain storms. Mr. Mike Lopez responded that the road at Well 12 had been repaired but then washed away again after subsequent storms.
 - C. **Projects:** Ms. Nichols provided a written report and gave some recent updates on the recent acquisition of a Vactor/Jetter and its expected delivery date. She also discussed the request to the Water Trust Board for a time extension and scope change. Mr. Holguin asked questions regarding the scope change and the potential to treat brackish water. Mr. Martin Lopez addressed this question and provided information on how future wells would affect irrigation wells; he stated they would be outside of EBID boundaries. Ms. Nichols discussed requesting a meeting with Senator Cervantes regarding our legislation and the changes to the Regional Authority Bill to create a water authority template. She also discussed the USDA-RD Vehicle Loan Letter of Conditions which will be delivered to Rural Development today.
 - D. **Finance:** Ms. Jackson provided the September P&L Report with previous year comparison. She noted that before depreciation, the bottom line for September was about \$20,000 net income. She discussed the ongoing software project. Mr. Nieto asked questions related to expenses to repair wells. Mr. Mike

Lopez discussed what has been, and what will be, installed. Ms. Jackson also mentioned the clean bill of health given to our organization by the State Auditor's Office, and how moving to one billing cycle will make water loss tracking much easier.

VIII. Unfinished Business

- A.** The Board discussed the letter from Vencor Engineering re: Waterline Extension Project RFP. Mr. Martin Lopez advised the Board that Vencor's protest had been withdrawn.

IX. New Business

- A. Motion to adopt Resolution #FY2016-08 First Quarter Budget:** Kathi Jackson discussed the First Quarter Budget and stated that fewer than one million dollars had been spent with approximately three million dollars available to spend for the year. Mr. McMullen made the motion to adopt the resolution approving the First Quarter Budget and Ms. Boothe seconded the motion. The motion passed with none opposed.
- B. Public Water System Letter of Binding Commitment DW3394:** Martin Lopez and Karen Nichols discussed the funding package and the executive summary outlining the total loan amount for the purchase of the Valle Del Rio water system. Mr. McMullen made the motion to approve the Letter of Binding Commitment and Mr. Holguin seconded the motion. The motion passed with none opposed.
- C. Motion to Approve Pre-Award Compliance Review Report for DW3394:** The motion was made by Mr. Holguin and seconded by Mr. McMullen. The motion passed with none opposed and there was no further discussion.
- D. Motion to Authorize RFP for Valle Del Rio Project:** Martin Lopez and Karen Nichols discussed the initial evaluation of the Valle Del Rio System and the request for proposals to make upgrades to the system. Mr. McMullen made the motion to authorize the RFP and Ms. Boothe seconded the motion. The motion passed with none opposed.
- E. Motion to Authorize a Mailing and Public Meeting for Valle Del Rio Customer Base:** Martin Lopez and Karen Nichols discussed a mailing and potential public meetings with customers of the water system, and with the owner of the water system, and the appropriate time to do so. The motion was made by Mr. Holguin and seconded by Mr. McMullen with none opposed.
- F. Motion to Approve Engineering Services Agreement with Parkhill, Smith & Cooper for Water Line Extension Project:** Dan Robillard, an engineer with Parkhill, Smith & Cooper was present at the meeting to answer any questions regarding this project; however, there were none. Mr. Holguin made the motion to approve the agreement and it was seconded by Mr. McMullen with none opposed.
- G. Motion to Approve Engineering Services Agreement with Molzen Corbin & Associates for SCADA Project:** This Motion was postponed until the November meeting because the document is still in preparation.
- H. Motion to Adopt Proposed Non-Discrimination Statement:** Martin Lopez and Karen Nichols described the Statement and the proposed changes updating the contact information. There was no discussion. Ms. Boothe made the motion to adopt the Statement and Mr. Holguin seconded the motion with none opposed.
- I. Motion to Adopt Amendment to Employee Policy Manual Section 2.02 Drug-Free Workplace:** Martin Lopez and Karen Nichols discussed the changes to Section 2.02 of the Employee Manual. They discussed the random selection method that will be used, and when testing will be conducted. Mr. Nieto had questions regarding what substances would be tested for and whether there would be testing if someone was suspected of using drugs or alcohol. The motion to adopt the amendment as it was presented was made by Mr. McMullen and seconded by Ms. Boothe. The motion carried with none opposed.

X. Other discussion and agenda items for next meeting

- A. Employee Recognition
- B. One Engineering Service Agreement (SCADA Project) for approval

XI. Adjourn: Mr. McMullen made the motion to adjourn, Ms. Boothe seconded, and it carried unanimously. Ms. Boothe declared the meeting adjourned at 10:47 a.m.

Minutes approved October 20, 2015

Roberto Nieto, Chairman (District 5)

John Holguin, Vice-Chairman (District 4)

Alma Boothe, Secretary (District 2)

ABSENT
Raymundo Sanchez, Director (District 1)

ABSENT
Carlos Tellez, Director (District 3)

Michael McMullen, Director (District 6)

ABSENT
Furman Smith, Director (District 7)

LRGPWWA
Manager's Report
November 18, 2015

- Telstar has been selected as the telephone vendor for the new phone system-a little over \$23,000.00
- Water heater in Mesquite office relocated to move the phone components from La Mesa
- Expanding internet/phone system into Brazito and East Mesa offices
- Colonias for 2016 Legislative Session will be February 16, 2016
- NM Infrastructure Finance Conference attendees: Kathi, Karen, Liza and Ramon
- NM Budget Conference on November 19 & 20 to be attended by Kathi, Christina and Delmy
- JJ and Jose made up part of a NM Water & Wastewater Committee to evaluate (housekeeping) water and wastewater facilities throughout New Mexico-paid by NMWWA
- We have a new employee Xavier Gonzalez, Operations Department
- DAC Probate Judge training for staff in December

Lower Rio Grande PWWA

Operators Report

November 18, 2015

System Problems and Repairs.

- Backflow inspections are current.(Mesquite District)
- The wetlands project continues.
- The new valves for well #6 are in route.
- For the Month of September we have been issued 260 work orders.
- For the Month of October we have been issued 211 work orders.
- We had 3 new services.
- We had 1 new service in Alto De Los Flores.
- The Well Driller that is working on the Arroyo well had a family emergency last week and was not able to re-equip the well until Monday the 16th.
- We took Bac-t samples of the Berino Tank and it is back in service.
- We will receive our Vactor Trailer on 11/20/15, along with 8 hours of hands on training that will be conducted on the East Mesa collection system.

NMED: All of our Monthly Bac-T-Samples were taken for the month of May and all samples were negative.

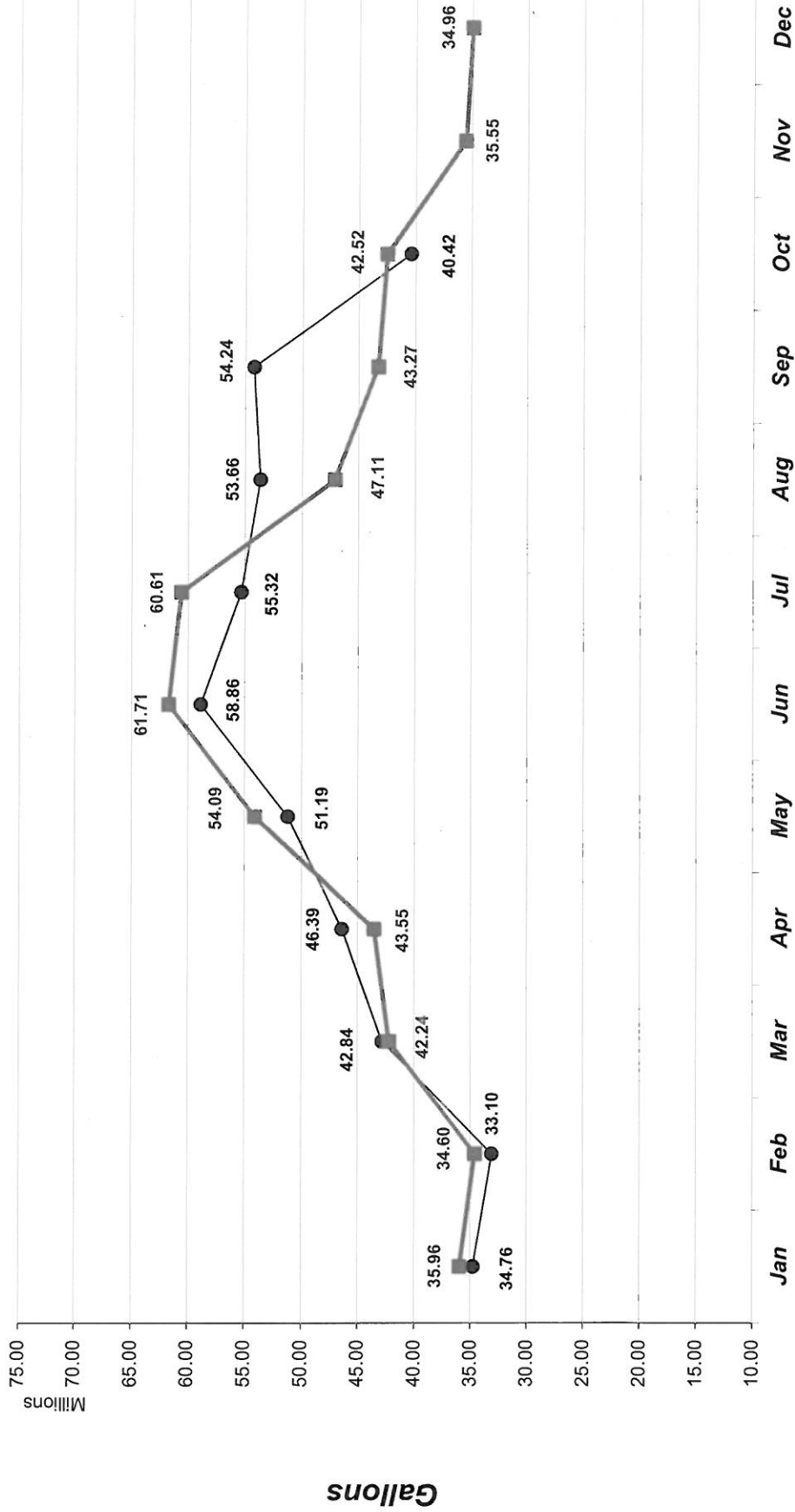
Mesquite district Wetlands: Demo continues.

Mesquite Sewer Report. Not due until February 2016

Chlorine: No problems.

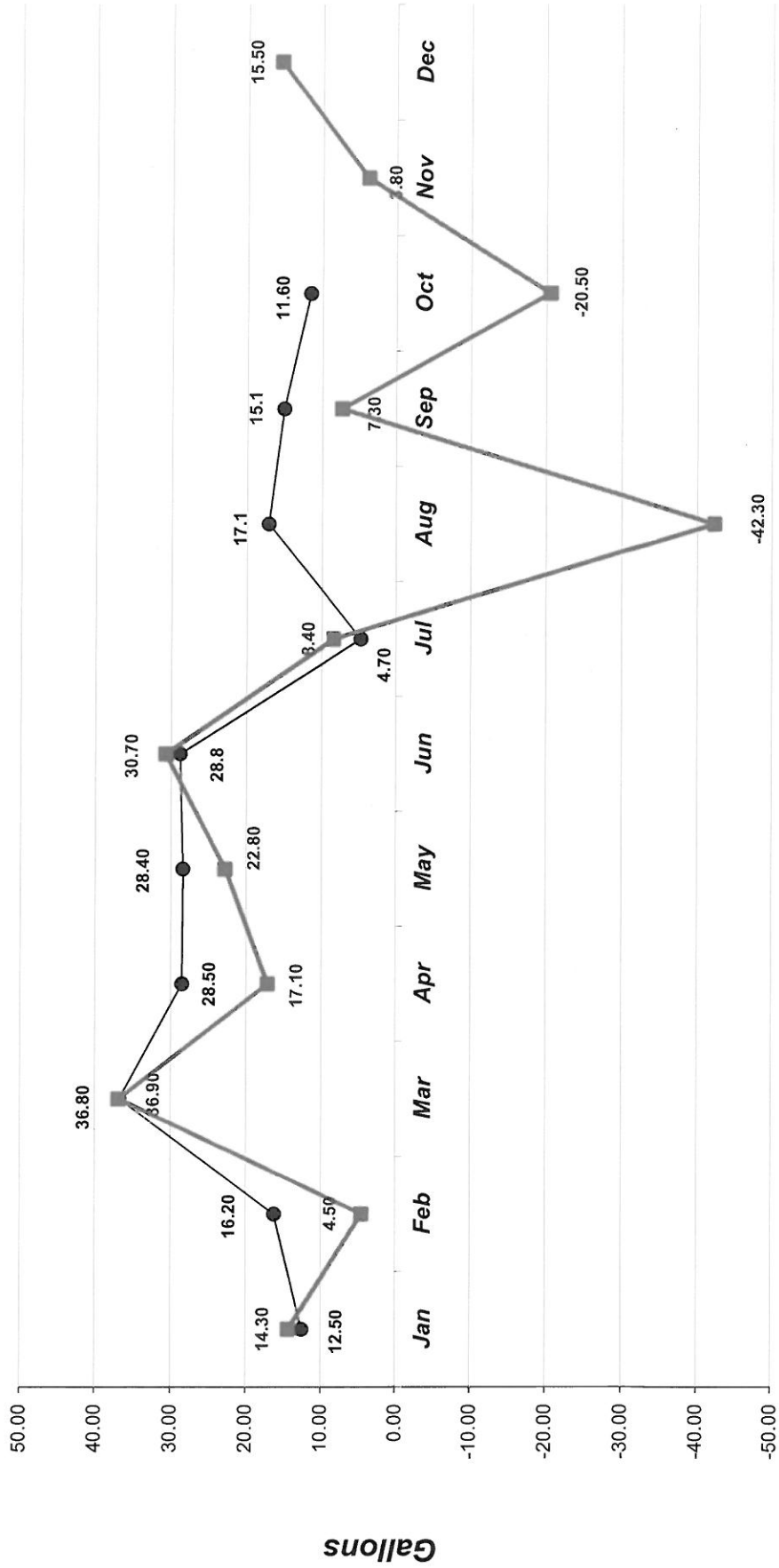
Reports: NMED, State Engineers, and the water conservation reports have been sent.

Lower Rio Grande PWWA Water Production Report



● 2015 Production ■ 2014 Production

Lower Rio Grande PWWA Water Loss Report



● 2015 Water Loss % ■ 2014 Water Loss %

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 11/18/15 BOARD OF DIRECTORS MEETING**

Authority Construction Projects:

LRG: 11-02.1 - Mesquite Wastewater Project – Gannett Fleming– CONSTRUCTION Stage – Layne Southwest - RD \$7,262,081, CITF \$1,670,257: Trailer-mounted vacator/jetter unit has arrived. Operator training is scheduled for all day on 11/20/15, and Liza will video the training. Remaining funds will be used along with RD Vehicle Purchase Project funds toward purchase of the 1-ton truck necessary to pull the unit.

LRG-11-02.2 – Mesquite-Brazito Sewer Project – Bohannon Huston, Inc. – LOC Stage – NMFA PG/SAP funded Planning, \$30k 2014 SAP, \$540,608 2014 CITF (10% Loan), USDA-RD Loan \$357,000 @ 3.250%, Grant \$1,194,919, Colonias Grants of \$6,356,474 & \$119,407: Engineering Agreement has been approved by both USDA-RD and NMED-CPB. We have resumed monthly conference calls with USDA-RD & BHI. Kick-off meeting with BHI was held on 11/12/15. Discussion included previous PER recommendations and early concept changes to be considered to maximize the gravity system and minimize the individual pressure systems to the maximum extent practicable given the long road frontages of NM 478 which presents the biggest challenge. First work task will be to create the PER amendment for revision and approval.

LRG-11-03 – Interconnect & Looping Project – see 12-01 Authority PER

LRG-11-04 – Berino/ Mesquite-Del Cerro Water System Project WTB #223 – Vencor – Construction Stage - Smithco – RD - \$5,420,147/WTB - \$4,371,630**Berino Area:** Contractor has completed all waterline installation in the Berino Proper Area inclusive of all tie ins, calibration of the 12" PRV and installation of the 10" altitude valve/transducer. All pressure tests and Bac-t's have passed and all residents in the Berino Proper Area are connected to the new BMDC waterline network. Pending items include SCADA system, HMI and 12" PRV wiring, BNSF-Berino Bore, Kinder Morgan (KM) crossings, design approval of Bullock Road from DAC, design submittal of Three Saints Bore Crossing to EBID and pipeline installation at Berino Road & NM 478 (fronting the Acosta Property). As of 11/03/15, Contractor is heading south on Opitz Road, shy about 500 feet from Joy Drive. Contractor has installed approximately +/- 300 LF of 12" waterline on NM 478, +/- 8,800 LF of 8" waterline on Opitz Road and +/- 4,400 LF of 6" waterline on Harding, Aldaz and Joy Drive for a total of +/- 12,500 LF of total waterlines installed for the month of September. Pressure tests and bac-t's are not complete.

Del Cerro Area: All waterline markers, asphalt patching, and concrete patching have been installed in the Del Cerro Area. Contractor is still lacking waterline markers on fire hydrants on DAC ROW. Contractor lacking a sample station on Moro Lane and some minor cleanup in the La Fe area. **Mesquite Area:** All waterline markers have been installed in the Mesquite Area. Contractor is still lacking water line markers on the fire hydrants on DAC ROW. **Project Water Line Bores:** To date, Contractor has installed 6 of the 8 project waterline horizontal bores. Pending bores: BNSF / Berino and EBID Joy Drive bore.

LRG-11-05 – Surface Water Treatment Plant WTB #252– Bohannon Huston - Design stage - \$750,000 WTB – 10% Loan 10% Match: The final PER amendment has been submitted and under review by NMED. Justification for a project funding extension and approval by the Water Trust Board is scheduled

for early December. The intent is to seek and acquire approval to use remaining project funds to complete the PER recommendations for improvements to the southeast service area that has seen a lowering water table and well problems. This will involve a new well, water treatment and storage reservoir improvements. All of this potential design work is contingent on approval by the WTB.

LRG-12-01 – Authority Water System Improvements PER 2013 – Vencor – Planning Stage - CDBG Planning Grant \$50,000, NMFA Planning Grant \$37,500 & \$12,500 Local Match: PER is a complete, planning grants have both closed.

Forty-Year Water Plan – CE&M – complete – needs update for new mergers: pending NM-OSE comments/approval.

LRG-13-02 – System-wide Information Technology Standardization - Software - \$175,000 NM STB – Tyler Technologies: Six requisitions have been submitted to NMED-CPB and paid. Change Order #2 to further reduce the scope of the data conversion is in preparation at Tyler. Tyler staff has been on-site, and the Finance Manager's report will discuss their progress.

LRG-15-01 – System-wide Information Technology Standardization - SCADA - \$130,000 NM STB – Molzen Corbin: Molzen Corbin Associates' contract proposal was sent back for a couple of revisions. This is on today's agenda.

LRG-13-03 – Water System Purchase Project – RFP/Planning/Design Stage - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment: NMFA has referred to their outside counsel for closing. RFP for engineering services has been reviewed by PTAB, is being reviewed by NMED-CPB, and we expect to issue it next week.

LRG-13-01 – Brazito Water System Improvements – Souder, Miller & Associates. – Construction Phase - Western Building & Development - \$523,354 NM CITF Grant, \$58,150 Loan, \$58,150 Match Requirement, 2014 CITF \$157,986 (10% loan): The contractor did not meet his substantial and final completion due dates of August 28, 2015 and September 11, 2015 respectively. To date the project has not been completed and/or accepted. Western Building and Development, the contractor for the project, did not meet the specifications for asphalt density and smoothness. The contractor has been asked to remove and replace the defective asphalt. On November 10, 2015, SMA submitted an additional request for a plan of action for the completion of the project to the contractor.

LRG-14-01 – Waterline Extension Project (incl. Veterans Road) – Design/Build - \$882,430 CITF incl. 10% Loan – Parkhill, Smith & Cooper: Issued notice to proceed to engineer.

Other projects:

Water Audit – BECC: Audit is ongoing. Progress meeting was held on 9/22/15, next one is not yet scheduled. They are working on finalizing the report.

USDA-RD Transfer & Assumption Application Packages: All three Letter of Conditions notebooks were submitted to USDA-RD on 5/27/15, closing is being scheduled for December 9 or 10, 2015.

USDA-RD Community Facilities Grant/Loan for Vehicle Purchase – LOC - \$46,600 Grant/\$103,400 Loan: Letter of Conditions binders were submitted to USDA-RD last month.

Infrastructure Capital Improvements Plan 2017-2021: Final for this year.

Documents Retention & Destruction – Sorting of old association documents for storage or destruction is ongoing, and staff is implementing approved retention/destruction schedules for LRGPWWA documents.

Website and Email – Notices and Board Minutes pages are current. Other updates are ongoing.

Training –Liza and I are signed up for an AWWA Water Audit Training in January.

Lower Rio Grande Water Users Organization – nothing to report

US-EPA Regionalization Case Study – I received a draft and submitted edits on 2/2/15. Case study has not yet been published. I have followed up a few times, and it is still under review at EPA.

EBID Surface Water Plant: - EBID has submitted their response to NMED-DWB comments as they pertain to the LRGPWWA and to our Surface Water/Brackish Water Treatment Facility Project. More comments have been received, and we will assist them with their response.

RFP for Alto de Las Flores: At GM's request, I wrote an RFP for Alto de Las Flores MDWCA, had it reviewed by PTAB and published. Deadline is 11/16/15, Angie is receiving proposals at our La Mesa Office, and I will assist their board with the evaluations that evening.

2016 Legislature: Ramon Lucero from El Valle Alliance let us know that the regional water authority legislation will be reintroduced next session, and we need to begin discussion with our legislators about our bill. I've requested a meeting with Senator Cervantes. No response yet. Colonias Day at the Legislature will be February 16, 2016.

Finance Managers Report on October Financials

October has been a very busy and stressful month with multiple projects going on. We have been working on the new accounting & billing system, the financial audit and water audit as well as our regular work.

- We had income of \$203,034 and expenses of \$300,329. We spent \$7,545 more than received for the month.
- Usage has gone down due to cooler weather. Revenue decreased by \$66,569 from the previous month.
- Most of our expenses decreased. Salaries expense was up due to 3 pay periods in October.
- We have set funds aside to see us through the cold months so we are in good shape right now.
- Budget Conference is in Albuquerque on Thursday and Friday and I will be attending with 2 of my staff, we will be leaving Wednesday afternoon.
- This is the last week we will be using our old accounting system, next week will be a transition week and November 30th will be the first day on our new system. We are working on the billing system set up and will go live with it the end of February.
- Audit has been very intense this year. They auditors have looked at our records in great depth and reviewed our policies and procedures. The audit is due December 1st to the State Auditor's office so I am pressuring the auditors to get it finished. So far they have not found anything to report.

3:13 PM

11/16/15

Accrual Basis

LRGPWWA Profit & Loss October 2015

	Oct 15	Jul - Oct 15
Ordinary Income/Expense		
Income		
Credit Card Fees	1,036.72	4,712.70
Interest	50.60	196.74
Non-Operating Revenue		
Copy/Fax	52.00	2.59
Other Income	5,321.50	20,082.66
Tower Rent	500.00	1,000.00
Total Non-Operating Revenue	5,873.50	21,085.25
Operating Revenue		
Activation & Connection Fees	1,790.00	10,176.79
Backflow Testing	0.00	500.00
Contract Services	737.27	5,227.73
Impact Fees	0.00	3,200.00
Installation Fees	1,686.48	9,146.28
Membership Fees	410.00	1,820.00
Monthly Services	168,941.33	885,418.97
Monthly Services-Sewer	12,789.16	52,668.83
Other Income	300.00	1,400.00
Penalties-Sewer	385.86	1,644.65
Penalties-Water	3,312.04	20,690.56
Returned Check Fees	200.00	515.00
Tampering Fee/Line Breaks	500.00	2,000.00
Total Operating Revenue	191,052.14	994,408.81
Professional Fees-Other	3,521.58	13,324.49
Total Income	201,534.54	1,033,727.99
Cost of Goods Sold		
Cost of Goods Sold	-1,500.00	-3,785.12
Total COGS	-1,500.00	-3,785.12
Gross Profit	203,034.54	1,037,513.11
Expense		
Accounting, Auditing, Legal		
Accounting Fees	0.00	17,779.89
Advertising	0.00	630.78
Bad Debts	0.00	-508.13
Bank Service Charges	835.38	2,650.27
Cash Short/Over	0.00	20.81
Dues and Subscriptions	0.00	1,230.12
Legal Fees	1,150.28	4,912.02
Licenses & Fees	0.00	95.00
Meals	212.01	494.53
Permit Fees	0.00	100.00

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11/16/15

Accrual Basis

LRGPWWA
Profit & Loss
October 2015

	<u>Oct 15</u>	<u>Jul - Oct 15</u>
Postage	1,412.89	7,684.64
Reconciliation Discrepancies	0.00	-656.66
Retirement Account Fees	0.00	1,506.25
Training	893.39	3,423.87
Travel		
Lodging Per Diem	108.39	108.39
Meals Per Diem	44.59	44.59
Travel - Other	5.99	445.63
Total Travel	158.97	598.61
Accounting, Auditing, Legal - Other	0.00	825.18
Total Accounting, Auditing, Legal	4,662.92	40,787.18
Debit Service		
Interest paid to NMFA	1,920.83	7,683.32
Interest paid to USDA	10,871.17	43,523.67
Total Debit Service	12,792.00	51,206.99
Depreciation Expense		
Sewer	22,148.00	88,592.00
Water	67,614.58	270,463.91
Total Depreciation Expense	89,762.58	359,055.91
Salaries		
401K 10% Company Contribution	0.00	0.00
Accrued Leave	5,056.12	12,541.26
Administrative Labor	29,395.59	87,224.72
Clerical Labor	26,308.19	74,659.78
Employee Benefits-401K Contrib	3,441.25	10,333.21
HISC-Blue Medicare Rx.	0.00	260.70
Insurance-Dental	749.18	2,755.40
Insurance-Health	9,848.34	40,165.65
Insurance-Work Comp	2,078.00	5,596.00
Operations Labor	37,951.80	127,161.65
Payroll Taxes-Federal Unemploy	4.70	0.00
Payroll Taxes-Medicare	1,431.32	4,373.02
Payroll Taxes-Social Security	6,120.12	18,698.39
Payroll Taxes-State Unemploymen	0.00	0.00
Salaries - Other	136.50	226.10
Total Salaries	122,521.11	383,995.88

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11/16/15

Accrual Basis

LRGPWWA Profit & Loss October 2015

	Oct 15	Jul - Oct 15
Sewer		
DAC Waste Water Flow Charge	3,241.51	12,750.34
Electricity-Sewer	56.74	3,059.14
Lab & Chemicals-Sewer	0.00	327.44
Supplies & Materials	0.00	119.10
Total Sewer	3,298.25	16,256.02
Supplies		
Automobile Repairs & Maint.		
LRG-02	0.00	657.82
LRG-03	42.54	84.54
LRG-04	1,773.83	1,773.83
LRG-06	129.77	848.85
LRG-08	15.72	15.72
LRG-09	0.00	66.00
LRG-10	55.23	104.51
LRG-11	42.96	2,297.00
LRG-14	361.10	1,031.13
LRG-20	42.43	185.48
LRG-21	90.74	1,540.23
LRG-22	85.00	85.00
LRG-23	696.35	2,048.55
LRG-26	0.00	41.49
Automobile Repairs & Maint. - Other	684.64	1,696.66
Total Automobile Repairs & Maint.	4,020.31	12,476.81
Computer Maintenance	2,432.95	13,417.35
Equipment Rental	29.57	29.57
Fuel	4,394.08	22,095.75
Lab, Chemicals-Water		
Chemicals	2,250.14	12,273.90
Laboratory Fees	21.66	621.88
Total Lab, Chemicals-Water	2,271.80	12,895.78
Maint. & Repairs-Infrastructure	2,504.27	125,142.17
Maint. & Repairs-Office	86.65	6,089.84
Maintenance & Repairs-Other	0.00	8,553.71
Materials & Supplies	10,352.66	32,968.51
Office Supplies	1,117.31	3,942.76
Printing and Copying	767.39	3,246.95
Tool, Furniture	0.00	97.13
Uniforms-Employee	1,092.98	3,544.11
Total Supplies	29,069.97	244,500.44

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11/16/15

Accrual Basis

LRGPWWA
Profit & Loss
October 2015

	<u>Oct 15</u>	<u>Jul - Oct 15</u>
Taxes, Liability, Insurance		
Cobra Fee	715.00	715.00
Insurance-General Liability	9,736.00	22,943.00
Insurance-Vehicles	3,601.00	3,601.00
Insurance-Vision	200.38	791.33
Property Insurance	0.00	1,123.00
Water Conservation Fee	1,627.33	6,662.84
Total Taxes, Liability, Insurance	<u>15,879.71</u>	<u>35,836.17</u>
Utilities		
Cell Phone	1,139.64	5,258.80
Electricity-Lighting	1,055.41	3,140.58
Electricity-Offices	945.05	6,093.65
Electricity-Wells	17,854.68	87,441.29
Garbage Service	116.00	540.00
Natural Gas	125.00	499.42
Telephone	1,018.67	4,325.92
Wastewater	88.20	352.80
Total Utilities	<u>22,342.65</u>	<u>107,652.46</u>
Total Expense	<u>300,329.19</u>	<u>1,239,291.05</u>
Net Ordinary Income	-97,294.65	-201,777.94
Other Income/Expense		
Other Expense		
Ask My Accountant	13.11	13.11
Total Other Expense	<u>13.11</u>	<u>13.11</u>
Net Other Income	<u>-13.11</u>	<u>-13.11</u>
Net Income	<u><u>-97,307.76</u></u>	<u><u>-201,791.05</u></u>

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 18 day of November 2015 by and between Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and Molzen-Corbin & Associates, Inc. hereinafter referred to as the ENGINEER. Contract becomes effective on the date of the last signature.

The OWNER intends to construct a Project consisting of Information Technology Project (SCADA)

in Dona Ana County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) OWNER and ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of the Agreement. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may be become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the Funding Agency, as necessary, for funding to be provided.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, representatives of the Funding Agency, or other interested parties and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their

responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER, or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER, nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) ENGINEER'S opinions of probable Construction Cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Any verification or adaptation as stated above, will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5. Changes

(a) The OWNER may, at any time, with prior approval of the Funding Agency, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed in the Attachments.

(b) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If OWNER contests an invoice, OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(c) Final Payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. The OWNER is solely responsible for the payment of any interest incurred due to late payments. The FUNDING AGENCY will not reimburse for any interest incurred. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the Contract Time(s) is (are) reasonable periods for performing each phase of the Work.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.
4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the OWNER, changes in the Work as directed by the OWNER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by OWNER per Section 5 of this Agreement. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages.
5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or

refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.

2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of support of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, OWNER, and the State water pollution control agency or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to all agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency (ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to all agreements (except formally advertised, competitively awarded, fixed price agreements) and all agreement amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER and the FUNDING AGENCY must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due ENGINEER and detailed in the Attachments without the OWNER AND FUNDING AGENCY prior written approval.

12. Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount specified in ATTACHMENT for injury to any one person and amount specified in ATTACHMENT on account of any one accident and in the amount specified in ATTACHMENT for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount specified in ATTACHMENT per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

13. Environmental Condition of Site

(a) Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

(c) If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

Engineer will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by Engineer's performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the FUNDING AGENCY in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) assure that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this

Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or USDA-RD.

SECTION B – ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

Engineering Services During the Planning Phase

1. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT I – Planning Services scope of work and cost proposal within the time specified in Attachment I – Compensation for Engineering Services During the Planning Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

Engineering Services During the Design Phase

2. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT II – Design Services scope of work and cost proposal and section B-2 through B-10 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.
3. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.
4. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment

process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.

5. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or further the OWNER's goals.
6. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize Funding Agency endorsed construction contract documents, as appropriate.
7. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).
8. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.
9. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
10. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.
11. Section B-2 through B-10 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

Engineering Services During the Construction Phase

12. ENGINEER shall complete the ENGINEER SERVICES described in ATTACHMENT III – Construction Services scope of work and cost proposal and section B-12 through B-23 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.

13. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders, check references, and make recommendations for awarding the contract(s) for construction to the lowest responsible, responsive bidder.
14. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, the number specified in Attachment III of the sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. The ENGINEER shall provide additional copies of such contract documents to the OWNER at the cost of reproduction.
15. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.
16. The ENGINEER shall interpret the general intent of the design drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors.
17. The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming to the general design concept. Engineer shall, in connection with observations of Contractor's Work while it is in progress make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
18. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner; nor shall it make the ENGINEER an insurer of the contractor's performance. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
19. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.
20. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER, the Funding Agency and others as required. The ENGINEER shall make an

independent assessment of the Contractor's cost and time proposal and the impacts on the Contract Price and Contract Time as part of the review and recommendation process for each change order.

21. The ENGINEER shall make a site visit prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER, the Funding Agency and others as required.
22. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER, the Funding Agency and others as required.
23. The ENGINEER shall provide the OWNER with record drawings as specified in the scope of work for Attachment III. Such drawings will be based upon the Resident Project Representative's construction data and the construction records provided by the contractor during construction and reviewed by the Resident Project Representative.
24. Section B-12 through B-23 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

Engineering Services During the Operation Phase

25. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT IV – Operational Services scope of work and cost proposal and section B-25 through B-29 within the time specified in Attachment IV – Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
26. The ENGINEER shall review the first year's operation of the Project and revise the operation and maintenance manual for the Project as necessary to accommodate actual operating experience.
27. The ENGINEER shall provide to the OWNER monthly operation reports on the performance of the Project.
28. The ENGINEER shall train operating personnel and prepare curricula and training material for operating personnel.
29. Eleven (11) months after the initiation of the Project operation, the ENGINEER shall advise the OWNER in writing whether the Project meets the project performance standards.
30. Section B-25 through B-29 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

SECTION C – ADDITIONAL ENGINEERING SERVICES

ADDITIONAL ENGINEERING SERVICES as detailed in the Attachments shall be provided by the ENGINEER upon written authorization by the OWNER and concurrence of Funding Agency. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I, Attachment II, Attachment III, or Attachment IV. ADDITIONAL ENGINEERING SERVICES could include such things as the following.

1. Provide Resident Project Observation. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.
2. Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.
3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.
5. Appear before courts or boards on matters of litigation related to the project.
6. Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.
7. Prepare an operation and maintenance manual.
8. Provide construction-staking services.
9. Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
10. Provide services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Attachment I.
12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or

furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.

13. Provide services in connection with Work Change Directives and Change Orders to reflect OWNER-requested changes to the Drawings and Specifications.

14. Provide services in making revisions to Drawings and Specifications occasioned by the OWNER's acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.

15. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

SECTION D – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Describe, attach or indicate “None”)

Potential Clean Water State Revolving Loan Funding for later phased portions of the project.

CWSRF MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The Owner may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the Engineer's cost or time required to perform any services under this contract, whether or not changed by any order, the Owner shall make an equitable adjustment and modify this contract in writing. The Engineer must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the Owner's notification of change, unless the Owner grants additional time before the date of final payment.

2. No claim by the Engineer for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the Engineer will charge an additional compensation shall be furnished without the written authorization of the Owner.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the Owner for its convenience, provided that the Engineer is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the Owner, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Engineer at the time of termination may be adjusted to cover any additional costs to the Owner because of the Engineer's default. If the Engineer effects termination for default, or if the Owner effects

termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Engineer relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the Owner and the Engineer arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the Owner is located.

5. AUDIT; ACCESS TO RECORDS

a. The Engineer shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The Engineer shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the Owner. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the Owner, and the State of New Mexico or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the Engineer agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the Engineer agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The Engineer agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Records under paragraphs (a) and (b) above shall be maintained by the Engineer during performance on EPA assisted work under this contract and for the time periods specified in 40 CFR part 31. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the Engineer for the time periods specified in 40 CFR Part 31.

f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The Engineer assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Engineer for the purpose of securing business. For breach or violation of this assurance, the Owner shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the Owner finds after a notice and hearing that the Engineer or any of the Engineer's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Engineer, terminate this contract. The Owner may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the Owner may pursue the same remedies against the Engineer as it could pursue in the event of a breach of the contract by the Engineer, and as a penalty, in addition to any other damages to which it may be

entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the Engineer incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the Engineer shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the Engineer to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the Engineer under this contract.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below. **The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section D.**

ATTEST: _____
Type Name _____
Title _____
Date _____

OWNER: _____
By _____
Type Name _____
Title _____
Date _____

ATTEST: Wyatt D. Karchner
Type Name Wyatt D. Karchner, P.E.
Title Professional Engineer
Date November 17, 2015

ENGINEER: Molzen-Corbin & Assoc., Inc.
By Jerry B. Paz
Type Name Jerry B. Paz, P.E.
Title Vice President/Branch Manager
Address 1155 Commerce Dr. Suite F
Las Cruces, NM 88011
Date November 17, 2015

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name _____
Date _____

ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 17 day of November, 2015 by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and Molzen-Corbin & Associates, Inc., the ENGINEER, the OWNER and ENGINEER agree this 17 day of November, 2015 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

ATTACHMENT I – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

ATTACHMENT II – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

ATTACHMENT III - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

ATTACHMENT IV - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$46,155.50, excluding gross receipt tax and reimbursables.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed \$____ without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

LUMP SUM method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed \$____, excluding gross receipt tax and reimbursables.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate ATTACHMENT shall not exceed \$_____ without prior written approval of the OWNER and with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

Contract Time under Section B. and for the purpose of Section A.8 shall be ____ calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER Fifty dollars (\$50.00) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See

attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000.00 for injury to any one person and \$1,000,000.00 on account of any one accident and in the amount of not less than \$1,000,000.00 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: Monthly

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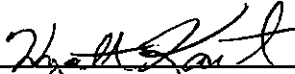
9. Signatures

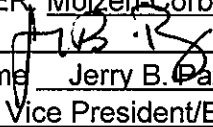
IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

Lower Rio Grande Public Water

ATTEST: _____
Type Name Alma Boothe
Title Board Secretary
Date November 18, 2015

OWNER: Works Authority
By _____
Type Name Roberto Nieto
Title Board Chairman
Date November 18, 2015

ATTEST: 
Type Name Wyatt D. Kartchner, P.E.
Title Professional Engineer
Date November 17, 2015

ENGINEER: Molzen Corbin & Assoc., Inc.
By 
Type Name Jerry B. Paz, P.E.
Title Vice President/Branch Manager
Address 1155 Commerce Dr Suite F
Las Cruces, NM 88011
Date November 17, 2015

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name _____
Date _____

Attachment I

Agreement for Engineering Services

Planning Services scope of work, cost proposal and compensation for Engineering Services during the Planning Phase

A. Scope

Not Applicable

B. Cost Proposal – Include hourly breakdown for each task (see example)

Not Applicable

C. Schedule of time to complete work

Not Applicable

Attachment II

Agreement for Engineering Services

Design Services scope of work, cost proposal and compensation for Engineering Services during the Design Phase

D. Scope

See Attached Scope of Work

E. Cost Proposal – Include hourly breakdown for each task (see example)

See Attached Man Hour Schedule and Breakdown

F. Schedule of time to complete work

- *Pre-Design Efforts – 14 days*
- *30% RFP – 30 days*
- *60% RFP – 20 days*
- *90% RFP – 15 days*
- *Final RFP – 10 days*
- *RFP Selection – 45 days*
- **dates do not include review time*

Attachment III

Agreement for Engineering Services

Construction Services scope of work, cost proposal and compensation for Engineering Services during the Construction Phase

A. Scope

Included as part of design services.

B. Cost Proposal – Include hourly breakdown for each task (see example)

See Attached Man Hour Schedule and Breakdown

C. Schedule of time to complete work

Pending Construction Schedule

Attachment IV

Agreement for Engineering Services

**Operational Services scope of work, cost proposal and compensation for Engineering Services during the
Operation Phase**

A. Scope

Not Applicable

B. Cost Proposal – Include hourly breakdown for each task (see example)

C. Schedule of time to complete work

SCOPE OF SERVICES
For
LRGPWWA
Information Technology Project – SCADA

SCOPE OF SERVICES

The following is a summary description of services to be provided as part of this contract. The tasks have been developed based on Molzen Corbin's (MC) understanding of the services requested in the *SCADA Project Needs* document dated October 15, 2015 (attached). A breakdown of services to be provided under each task is further identified in the attached ManHour-Estimate.

DELIVERABLES

RFP Development

1. 30 % RFP Document
 - a. 4 printed copies
 - b. 1 PDF
2. 60% RFP Document
 - a. 4 printed copies
 - b. 1 PDF
3. 90% RFP Document
 - a. 4 printed copies
 - b. 1 PDF
4. Final RFP Documents
 - a. 4 printed copies
 - b. 1 PDF
 - c. 1 set of editable document per electronic document agreement

COMPENSATION

Compensation for services identified in Task 1 through 6 will be on a Lump Sum basis. The total Lump Sum amount for the proposed services is not to exceed \$46,155.50, exclusive of New Mexico Gross Receipts Tax. The attached proposal (ManHour-Estimate) provides details of the scope of work and fee computations.

MANHOUR ESTIMATE

Information Technology Project - SCADA

LRGPWWA

Daniel Gonzales

		CIVIL		ELECTRICAL			WR	ADMIN		
No.	Project Task	CIVIL - Principal Engineer	CIVIL - Prof. Engineer	ELECT - Project Engineer	ELECT - Engineering Int. II	ELECT - Eng. Design Specialist	ELECT - Assoc. Design Tech.	WR - Sr. Engineer	ADMIN - Support	Totals per Task
I. Pre-Design Efforts										
1	Perform Site Visit of All Sites (1 Days/10 Sites)			9.00	9.00					18.00
2	Preparation of Base Plans			1.00	10.00		2.00			13.00
3										0.00
4	Project Management		1.00							1.00
5	Quality Assurance	1.00								1.00
Subtotal Hours Pre-Design/Study		1.00	1.00	10.00	19.00	0.00	2.00	0.00	0.00	33.00
Subtotal Fees Pre-Design/Study		175.00	120.00	1,500.00	1,900.00	0.00	160.00	0.00	0.00	\$3,855.00
II. 30% RFP Document										
1	Equipment Tag List (Affected Site Only)			1.00		6.00				7.00
2	Communication Line-of-Sight Review (Google Earth)			0.50	4.00					4.50
3	Coordination with LRGPWAA Drawings			1.00	2.00					3.00
4	Title Sheet			1.00	3.00		1.00			5.00
5	Index Sheet			0.50	2.00					2.50
6	System Site Plan (Affected Site Only)			1.00	4.00		1.00			6.00
7	Communication Diagram			1.00	4.00		1.00			6.00
8	Site Plans (Affected Site Only)			1.50	6.00		1.00			8.50
9	Detail Sheets			1.00		3.00				4.00
Specifications/RFP Document										
10	Div 1 Specs			2.00						2.00
11	Div 26 Specs			4.00					1.00	5.00
12	Div 40 Specs			6.00		6.00			1.00	13.00
13	Boiler Plate Documents		4.00	3.00					2.00	9.00
14	RFP Document General	2.00	8.00							10.00
15	Cost Estimate			1.00		5.00				6.00
16	Preliminary Submittal		1.00	1.00					2.00	4.00
17	Preliminary Review Meeting (Phone Conference)	1.00	1.00	1.00						3.00
18										0.00
19	Project Management		2.00							2.00
20	Quality Assurance	2.00								2.00
Subtotal Hours Preliminary Design		5.00	16.00	26.50	25.00	20.00	4.00	0.00	6.00	102.50
Subtotal Fees Preliminary Design		875.00	1,920.00	3,975.00	2,500.00	2,100.00	320.00	0.00	420.00	\$12,110.00

MANHOUR ESTIMATE

Information Technology Project - SCADA

LRGPWWA

Daniel Gonzales

		CIVIL		ELECTRICAL			WR	ADMIN		
No.	Project Task	CIVIL - Principal Engineer	CIVIL - Prof. Engineer	ELECT - Project Engineer	ELECT - Engineering Int. II	ELECT - Eng. Design Specialist	ELECT - Assoc. Design Tech.	WR - Sr. Engineer	ADMIN - Support	Totals per Task
III. 60% RFP Document										
1	Respond to Preliminary Submittal Comments		1.00	0.50	1.00					2.50
2	Equipment Tag List			0.50		1.00				1.50
3	Coordination with LRGPWWA Drawings				1.00					1.00
4	Title Sheet				0.50					0.50
5	Index Sheet				0.50					0.50
6	System Site Plan			0.50	1.00					1.50
7	Communication Diagram			0.50	1.50		1.00			3.00
8	Site Plans (assume 15 sheets)			1.00	2.00		1.00			4.00
9	Detail Sheets			1.00		1.50				2.50
Specifications/RFP Document										
10	Div 1 Specs			1.00						1.00
11	Div 26 Specs			2.00						2.00
12	Div 40 Specs			1.50		1.50				3.00
13	Boiler Plate Documents		2.00	1.00					1.00	4.00
14	RFP Document	1.00	3.00							4.00
15	Scoring Criteria		4.00	2.00						6.00
General										
16	Cost Estimate			0.50		1.50				2.00
17	Pre-Final Submittal		1.00		1.00				1.00	3.00
18	Review Meeting (Phone Conference)		1.00	1.00						2.00
19	Review Meeting with Funding Agency & LRGPWWA	2.00	4.00							6.00
20										0.00
21	Project Management		2.00							2.00
22	Quality Assurance	2.00								2.00
Subtotal Hours Final Design		5.00	18.00	13.00	8.50	5.50	2.00	0.00	2.00	54.00
Subtotal Fees Final Design		875.00	2,160.00	1,950.00	850.00	577.50	160.00	0.00	140.00	\$6,712.50
IV. Final RFP Document										
1	Respond to Preliminary Submittal Comments		1.00	0.50	1.00					2.50
2	Drawings			2.00	4.00					6.00
3	Specifications		1.00	1.50					1.00	3.50
4	RFP Document	2.00	2.00	1.00						5.00
5	Scoring Criteria		1.00	1.00						2.00
6	Final Submittal		0.50		1.00				1.00	2.50
7	Final Review Meeting (Phone Conference)	1.00	1.00	1.00						3.00
8	Respond to Final Submittal Comments	1.00	2.00	0.50						3.50
9	Cost Estimate			2.00						2.00
10	Prepare Bid Document Package		1.00	0.50	1.00				1.00	3.50
11										0.00
12	Project Management		1.00							1.00
13	Quality Assurance	1.00								1.00
Subtotal Hours Bidding/Award		5.00	10.50	10.00	7.00	0.00	0.00	0.00	3.00	35.50
Subtotal Fees Bidding/Award		875.00	1,260.00	1,500.00	700.00	0.00	0.00	0.00	210.00	\$4,545.00

MANHOUR ESTIMATE

Information Technology Project - SCADA

LRGPWWA

Daniel Gonzales

		CIVIL		ELECTRICAL			WR	ADMIN		
No.	Project Task	CIVIL - Principal Engineer	CIVIL - Prof. Engineer	ELECT - Project Engineer	ELECT - Engineering Int. II	ELECT - Eng. Design Specialist	ELECT - Assoc. Design Tech.	WR - Sr. Engineer	ADMIN - Support	Totals per Task
V. RFP Proposal Selection Services										
1	Respond to Proposer's Questions		2.00	1.00	3.00					6.00
2	Prepare Addenda		2.00	1.50	4.00					7.50
3	Perform and Attend Pre-Proposal Meeting		2.00	10.00						12.00
4	Call References	20.00								20.00
5	Attend Bid Opening		2.00							2.00
6	Review Bids and Prepare Bid Tabulations			1.00					3.00	4.00
7	Bidder Research			0.50					3.00	3.50
8	Award Recommendation		2.00	0.50					2.00	4.50
9	Prepare Notice of Award		2.00	0.50					1.00	3.50
10	Project Management		2.00							2.00
11	Quality Assurance									0.00
Subtotal Hours Const. Admin.		20.00	14.00	15.00	7.00	0.00	0.00	0.00	9.00	65.00
Subtotal Fees Const. Admin.		3,500.00	1,680.00	2,250.00	700.00	0.00	0.00	0.00	630.00	\$8,760.00
VI. Construction Phase Services										
1	Prepare and Conduct Pre-Construction Meeting		2.00	8.00	4.00					14.00
2	Respond to RFIs		1.00	2.00		3.00				6.00
3	Submittal Reviews			2.00		6.00				8.00
4	O&M Reviews			1.00		4.00				5.00
5	Review Pay Apps		4.00	2.00						6.00
6	Perform Walkthrough (Preliminary)		3.00	8.00						11.00
7	Prepare Punchlist			2.00						2.00
8	Perform Walkthrough (Final)		3.00							3.00
9										0.00
10	Project Management		7.00							7.00
11	Quality Assurance	2.00								2.00
Subtotal Hours Closeout		2.00	20.00	25.00	4.00	13.00	0.00	0.00	0.00	64.00
Subtotal Fees Closeout		350.00	2,400.00	3,750.00	400.00	1,365.00	0.00	0.00	0.00	\$8,265.00
Total Labor Hours		38.00	79.50	99.50	70.50	38.50	8.00	0.00	20.00	354.00
Standard Billing Rate or Fee		\$175.00	\$120.00	\$150.00	\$100.00	\$105.00	\$80.00	\$170.00	\$70.00	
Fee Dollars		\$6,650.00	\$9,540.00	\$14,925.00	\$7,050.00	\$4,042.50	\$640.00	\$0.00	\$1,400.00	\$44,247.50

CONTRACT AMOUNT
Information Technology Project - SCADA
LRGPWWA

Daniel Gonzales

COST **CALCULATED CONTRACT AMOUNT**

BASIC FEE (Labor)			
SUBTOTAL LABOR			\$44,247.50
NON REIMBURSABLE (ODE's)		Quantity	
In-House Copies	\$0.11	500.00	\$55.00
In-House Color Copies (8 1/2 x 11)	\$1.00	25.00	\$25.00
In-House Color Copies (11 x 17)	\$2.00	10.00	\$20.00
Commercial Prints	\$1.02	100.00	\$102.00
Mileage	\$0.560	2,600.00	\$1,456.00
Meals			\$250.00
Non-Reimbursables Subtotal			\$1,908.00
SUBTOTAL NON-REIMBURSABLE COSTS			\$1,908.00
TOTAL BASIC FEE			\$1,908.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES			\$1,908.00
NMGRT		7.1875%	\$3,317.43
TOTAL			\$49,472.93

Lower Rio Grande Public Water Works Authority

SCADA Project needs – Updated 10/15/15

PRIORITY 1: La Mesa Well #4 Upgrades:

- New RTU control panel with integrated radio and HMI display including antenna, cables and TVSS
- Siemens clamp-on flow transmitter for system flow, includes spool piece to rework existing piping and remove existing flow meter from system – NOTE: Operations staff are checking to see if we might be able to use the existing flow meter with the SCADA system
- Strobe light for CL2 leak detection system mounted outside including conduit and wire
- Build new SCADA screens and database points for Well #4 system at the Brazito SCADA, tank level control, flow readings, valve control, door switches and pressure and intrusion.

SECONDARY ITEMS – NEED I/O, BUT NOT A PRIORITY FOR THIS FUNDING:

- 2 hydraulic control valves for check/supply and wash line
- Siemens discharge pressure transmitter
- Siemens level transmitter including trenching, conduit and wire from tank to RTU
- Gas CL2 components to include Force Flow Wizard 4000 tank level scales including conduit and wire to RTU
- Chlorine residual analyzer including piping, taps, conduit, wire and start-up
- New CL2 pump control panel with integrated HOA switch, contactor, run status relay including conduit and wire to RTU and power panel

PRIORITY 2: Berino

- Add System pressure Transmitter
- Add Clay Valve E-flow meter at solenoid
- Add PRV Valves
- Integrate to existing Brazito and Report to Brazito
- Program Berino components to be viewed from Brazito System

PRIORITY 3: Brazito Onnie's Acres/Snow Rd. Booster Upgrades:

- Install 900 Mhz radio/antenna/mast and cables and connect system to existing Brazito SCADA system.
- Build new SCADA screens and database points for booster system monitoring, tank level control, flow readings, valve control, door switches and pressure
- Alarms: booster failure, power failure, low pressure

SECONDARY ITEMS – NEED I/O, BUT NOT A PRIORITY FOR THIS FUNDING:

- Siemens clamp-on flow transmitter for system flow

PRIORITY 4: Desert Sands Wells #1, 2 & 3 Upgrades

- New RTU control panel with integrated radio and HMI display including antenna, cables and TVSS
- Demo existing PLC/RTU equipment
- Re-work conduits and cables into new RTU equipment
- Integrate existing I/O into new RTU cabinet and PLC/HMI programming

- Sites with AdEdge control systems to be integrated into the new RTU system via serial or Ethernet comms
- Build new SCADA screens and database points for Wells #1, 2 & 3 system at the Brazito SCADA

PRIORITY 4: Suspiro Tank Repeater Upgrades (required to repeat Desert Sands Wells to Brazito)

- New RTU control panel with integrated radio including antenna, cables and TVSS
- Solar equipment including solar panel, charging systems, batteries
- Mounting rack for RTU and solar equipment
- Level transmitter for tank level, might require a line pressure transmitter

PRIORITY 5: Mesquite Well #6 Upgrades

- New RTU control panel with integrated radio & HMI display including antenna, cables and TVSS
- Demo existing PLC/RTU equipment
- Re-work conduits and cables into new RTU equipment
- Integrate existing I/O into new RTU cabinet and PLC/HMI programming
- Build new SCADA screens and database points at the Brazito SCADA

PRIORITY 5: Mesquite Well #8 Upgrades

- New RTU control panel with integrated radio & HMI display including antenna, cables and TVSS
- Demo existing PLC/RTU equipment
- Re-work conduits and cables into new RTU equipment
- Integrate existing I/O into new RTU cabinet and PLC/HMI programming
- Build new SCADA screens and database points at the Brazito SCADA

PRIORITY 5: Del Cerro Booster Upgrades

- New RTU control panel with integrated radio & HMI display including antenna, cables and TVSS
- Demo existing PLC/RTU equipment
- Re-work conduits and cables into new RTU equipment
- Integrate existing I/O into new RTU cabinet and PLC/HMI programming
- Build new SCADA screens and database points at the Brazito SCADA

SCOPE OF SERVICES
For
LRGPWWA
Information Technology Project – SCADA

SCOPE OF SERVICES

The following is a summary description of services to be provided as part of this contract. The tasks have been developed based on Molzen Corbin's (MC) understanding of the services requested in the *SCADA Project Needs* document dated October 15, 2015 (attached). A breakdown of services to be provided under each task is further identified in the attached ManHour-Estimate.

DELIVERABLES

RFP Development

1. 30 % RFP Document
 - a. 4 printed copies
 - b. 1 PDF
2. 60% RFP Document
 - a. 4 printed copies
 - b. 1 PDF
3. 90% RFP Document
 - a. 4 printed copies
 - b. 1 PDF
4. Final RFP Documents
 - a. 4 printed copies
 - b. 1 PDF
 - c. 1 set of editable document per electronic document agreement

COMPENSATION

Compensation for services identified in Task 1 through 6 will be on a Lump Sum basis. The total Lump Sum amount for the proposed services is not to exceed \$46,155.50, exclusive of New Mexico Gross Receipts Tax. The attached proposal (ManHour-Estimate) provides details of the scope of work and fee computations.

MANHOUR ESTIMATE

Information Technology Project - SCADA

LRGPWWA

Daniel Gonzales

		CIVIL		ELECTRICAL			WR	ADMIN		
No.	Project Task	CIVIL - Principal Engineer	CIVIL - Prof. Engineer	ELECT - Project Engineer	ELECT - Engineering Int. II	ELECT - Eng. Design Specialist	ELECT - Assoc. Design Tech.	WR - Sr. Engineer	ADMIN - Support	Totals per Task
I. Pre-Design Efforts										
1	Perform Site Visit of All Sites (1 Days/10 Sites)			9.00	9.00					18.00
2	Preparation of Base Plans			1.00	10.00		2.00			13.00
3										0.00
4	Project Management		1.00							1.00
5	Quality Assurance	1.00								1.00
Subtotal Hours Pre-Design/Study		1.00	1.00	10.00	19.00	0.00	2.00	0.00	0.00	33.00
Subtotal Fees Pre-Design/Study		175.00	120.00	1,500.00	1,900.00	0.00	160.00	0.00	0.00	\$3,855.00
II. 30% RFP Document										
1	Equipment Tag List (Affected Site Only)			1.00		6.00				7.00
2	Communication Line-of-Sight Review (Google Earth)			0.50	4.00					4.50
3	Coordination with LRGPWAA Drawings			1.00	2.00					3.00
4	Title Sheet			1.00	3.00		1.00			5.00
5	Index Sheet			0.50	2.00					2.50
6	System Site Plan (Affected Site Only)			1.00	4.00		1.00			6.00
7	Communication Diagram			1.00	4.00		1.00			6.00
8	Site Plans (Affected Site Only)			1.50	6.00		1.00			8.50
9	Detail Sheets			1.00		3.00				4.00
Specifications/RFP Document										
10	Div 1 Specs			2.00						2.00
11	Div 26 Specs			4.00					1.00	5.00
12	Div 40 Specs			6.00		6.00			1.00	13.00
13	Boiler Plate Documents		4.00	3.00					2.00	9.00
14	RFP Document General	2.00	8.00							10.00
15	Cost Estimate			1.00		5.00				6.00
16	Preliminary Submittal		1.00	1.00					2.00	4.00
17	Preliminary Review Meeting (Phone Conference)	1.00	1.00	1.00						3.00
18										0.00
19	Project Management		2.00							2.00
20	Quality Assurance	2.00								2.00
Subtotal Hours Preliminary Design		5.00	16.00	26.50	25.00	20.00	4.00	0.00	6.00	102.50
Subtotal Fees Preliminary Design		875.00	1,920.00	3,975.00	2,500.00	2,100.00	320.00	0.00	420.00	\$12,110.00

MANHOUR ESTIMATE

Information Technology Project - SCADA

LRGPWWA

Daniel Gonzales

		CIVIL		ELECTRICAL			WR	ADMIN		
No.	Project Task	CIVIL - Principal Engineer	CIVIL - Prof. Engineer	ELECT - Project Engineer	ELECT - Engineering Int. II	ELECT - Eng. Design Specialist	ELECT - Assoc. Design Tech.	WR - Sr. Engineer	ADMIN - Support	Totals per Task
III. 60% RFP Document										
1	Respond to Preliminary Submittal Comments		1.00	0.50	1.00					2.50
2	Equipment Tag List			0.50		1.00				1.50
3	Coordination with LRGPWWA Drawings				1.00					1.00
4	Title Sheet				0.50					0.50
5	Index Sheet				0.50					0.50
6	System Site Plan			0.50	1.00					1.50
7	Communication Diagram			0.50	1.50		1.00			3.00
8	Site Plans (assume 15 sheets)			1.00	2.00		1.00			4.00
9	Detail Sheets			1.00		1.50				2.50
Specifications/RFP Document										
10	Div 1 Specs			1.00						1.00
11	Div 26 Specs			2.00						2.00
12	Div 40 Specs			1.50		1.50				3.00
13	Boiler Plate Documents		2.00	1.00					1.00	4.00
14	RFP Document	1.00	3.00							4.00
15	Scoring Criteria		4.00	2.00						6.00
General										
16	Cost Estimate			0.50		1.50				2.00
17	Pre-Final Submittal		1.00		1.00				1.00	3.00
18	Review Meeting (Phone Conference)		1.00	1.00						2.00
19	Review Meeting with Funding Agency & LRGPWWA	2.00	4.00							6.00
20										0.00
21	Project Management		2.00							2.00
22	Quality Assurance	2.00								2.00
Subtotal Hours Final Design		5.00	18.00	13.00	8.50	5.50	2.00	0.00	2.00	54.00
Subtotal Fees Final Design		875.00	2,160.00	1,950.00	850.00	577.50	160.00	0.00	140.00	\$6,712.50
IV. Final RFP Document										
1	Respond to Preliminary Submittal Comments		1.00	0.50	1.00					2.50
2	Drawings			2.00	4.00					6.00
3	Specifications		1.00	1.50					1.00	3.50
4	RFP Document	2.00	2.00	1.00						5.00
5	Scoring Criteria		1.00	1.00						2.00
6	Final Submittal		0.50		1.00				1.00	2.50
7	Final Review Meeting (Phone Conference)	1.00	1.00	1.00						3.00
8	Respond to Final Submittal Comments	1.00	2.00	0.50						3.50
9	Cost Estimate			2.00						2.00
10	Prepare Bid Document Package		1.00	0.50	1.00				1.00	3.50
11										0.00
12	Project Management		1.00							1.00
13	Quality Assurance	1.00								1.00
Subtotal Hours Bidding/Award		5.00	10.50	10.00	7.00	0.00	0.00	0.00	3.00	35.50
Subtotal Fees Bidding/Award		875.00	1,260.00	1,500.00	700.00	0.00	0.00	0.00	210.00	\$4,545.00

MANHOUR ESTIMATE

Information Technology Project - SCADA

LRGPWWA

Daniel Gonzales

		CIVIL		ELECTRICAL			WR	ADMIN		
No.	Project Task	CIVIL - Principal Engineer	CIVIL - Prof. Engineer	ELECT - Project Engineer	ELECT - Engineering Int. II	ELECT - Eng. Design Specialist	ELECT - Assoc. Design Tech.	WR - Sr. Engineer	ADMIN - Support	Totals per Task
V. RFP Proposal Selection Services										
1	Respond to Proposer's Questions		2.00	1.00	3.00					6.00
2	Prepare Addenda		2.00	1.50	4.00					7.50
3	Perform and Attend Pre-Proposal Meeting		2.00	10.00						12.00
4	Call References	20.00								20.00
5	Attend Bid Opening		2.00							2.00
6	Review Bids and Prepare Bid Tabulations			1.00					3.00	4.00
7	Bidder Research			0.50					3.00	3.50
8	Award Recommendation		2.00	0.50					2.00	4.50
9	Prepare Notice of Award		2.00	0.50					1.00	3.50
10	Project Management		2.00							2.00
11	Quality Assurance									0.00
Subtotal Hours Const. Admin.		20.00	14.00	15.00	7.00	0.00	0.00	0.00	9.00	65.00
Subtotal Fees Const. Admin.		3,500.00	1,680.00	2,250.00	700.00	0.00	0.00	0.00	630.00	\$8,760.00
VI. Construction Phase Services										
1	Prepare and Conduct Pre-Construction Meeting		2.00	8.00	4.00					14.00
2	Respond to RFIs		1.00	2.00		3.00				6.00
3	Submittal Reviews			2.00		6.00				8.00
4	O&M Reviews			1.00		4.00				5.00
5	Review Pay Apps		4.00	2.00						6.00
6	Perform Walkthrough (Preliminary)		3.00	8.00						11.00
7	Prepare Punchlist			2.00						2.00
8	Perform Walkthrough (Final)		3.00							3.00
9										0.00
10	Project Management		7.00							7.00
11	Quality Assurance	2.00								2.00
Subtotal Hours Closeout		2.00	20.00	25.00	4.00	13.00	0.00	0.00	0.00	64.00
Subtotal Fees Closeout		350.00	2,400.00	3,750.00	400.00	1,365.00	0.00	0.00	0.00	\$8,265.00
Total Labor Hours		38.00	79.50	99.50	70.50	38.50	8.00	0.00	20.00	354.00
Standard Billing Rate or Fee		\$175.00	\$120.00	\$150.00	\$100.00	\$105.00	\$80.00	\$170.00	\$70.00	
Fee Dollars		\$6,650.00	\$9,540.00	\$14,925.00	\$7,050.00	\$4,042.50	\$640.00	\$0.00	\$1,400.00	\$44,247.50

CONTRACT AMOUNT
Information Technology Project - SCADA
LRGPWWA

Daniel Gonzales

COST **CALCULATED CONTRACT AMOUNT**

BASIC FEE (Labor)			
SUBTOTAL LABOR			\$44,247.50
NON REIMBURSABLE (ODE's)		Quantity	
In-House Copies	\$0.11	500.00	\$55.00
In-House Color Copies (8 1/2 x 11)	\$1.00	25.00	\$25.00
In-House Color Copies (11 x 17)	\$2.00	10.00	\$20.00
Commercial Prints	\$1.02	100.00	\$102.00
Mileage	\$0.560	2,600.00	\$1,456.00
Meals			\$250.00
Non-Reimbursables Subtotal			\$1,908.00
SUBTOTAL NON-REIMBURSABLE COSTS			\$1,908.00
TOTAL BASIC FEE			\$1,908.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES			\$1,908.00
NMGRT		7.1875%	\$3,317.43
TOTAL			\$49,472.93

Lower Rio Grande Public Water Works Authority

SCADA Project needs – Updated 10/15/15

PRIORITY 1: La Mesa Well #4 Upgrades:

- New RTU control panel with integrated radio and HMI display including antenna, cables and TVSS
- Siemens clamp-on flow transmitter for system flow, includes spool piece to rework existing piping and remove existing flow meter from system – NOTE: Operations staff are checking to see if we might be able to use the existing flow meter with the SCADA system
- Strobe light for CL2 leak detection system mounted outside including conduit and wire
- Build new SCADA screens and database points for Well #4 system at the Brazito SCADA, tank level control, flow readings, valve control, door switches and pressure and intrusion.

SECONDARY ITEMS – NEED I/O, BUT NOT A PRIORITY FOR THIS FUNDING:

- 2 hydraulic control valves for check/supply and wash line
- Siemens discharge pressure transmitter
- Siemens level transmitter including trenching, conduit and wire from tank to RTU
- Gas CL2 components to include Force Flow Wizard 4000 tank level scales including conduit and wire to RTU
- Chlorine residual analyzer including piping, taps, conduit, wire and start-up
- New CL2 pump control panel with integrated HOA switch, contactor, run status relay including conduit and wire to RTU and power panel

PRIORITY 2: Berino

- Add System pressure Transmitter
- Add Clay Valve E-flow meter at solenoid
- Add PRV Valves
- Integrate to existing Brazito and Report to Brazito
- Program Berino components to be viewed from Brazito System

PRIORITY 3: Brazito Onnie's Acres/Snow Rd. Booster Upgrades:

- Install 900 Mhz radio/antenna/mast and cables and connect system to existing Brazito SCADA system.
- Build new SCADA screens and database points for booster system monitoring, tank level control, flow readings, valve control, door switches and pressure
- Alarms: booster failure, power failure, low pressure

SECONDARY ITEMS – NEED I/O, BUT NOT A PRIORITY FOR THIS FUNDING:

- Siemens clamp-on flow transmitter for system flow

PRIORITY 4: Desert Sands Wells #1, 2 & 3 Upgrades

- New RTU control panel with integrated radio and HMI display including antenna, cables and TVSS
- Demo existing PLC/RTU equipment
- Re-work conduits and cables into new RTU equipment
- Integrate existing I/O into new RTU cabinet and PLC/HMI programming

- Sites with AdEdge control systems to be integrated into the new RTU system via serial or Ethernet comms
- Build new SCADA screens and database points for Wells #1, 2 & 3 system at the Brazito SCADA

PRIORITY 4: Suspiro Tank Repeater Upgrades (required to repeat Desert Sands Wells to Brazito)

- New RTU control panel with integrated radio including antenna, cables and TVSS
- Solar equipment including solar panel, charging systems, batteries
- Mounting rack for RTU and solar equipment
- Level transmitter for tank level, might require a line pressure transmitter

PRIORITY 5: Mesquite Well #6 Upgrades

- New RTU control panel with integrated radio & HMI display including antenna, cables and TVSS
- Demo existing PLC/RTU equipment
- Re-work conduits and cables into new RTU equipment
- Integrate existing I/O into new RTU cabinet and PLC/HMI programming
- Build new SCADA screens and database points at the Brazito SCADA

PRIORITY 5: Mesquite Well #8 Upgrades

- New RTU control panel with integrated radio & HMI display including antenna, cables and TVSS
- Demo existing PLC/RTU equipment
- Re-work conduits and cables into new RTU equipment
- Integrate existing I/O into new RTU cabinet and PLC/HMI programming
- Build new SCADA screens and database points at the Brazito SCADA

PRIORITY 5: Del Cerro Booster Upgrades

- New RTU control panel with integrated radio & HMI display including antenna, cables and TVSS
- Demo existing PLC/RTU equipment
- Re-work conduits and cables into new RTU equipment
- Integrate existing I/O into new RTU cabinet and PLC/HMI programming
- Build new SCADA screens and database points at the Brazito SCADA

Lower Rio Grande Public Water Works Authority

INSPECTION OF PUBLIC RECORD POLICY

NOTICE OF RIGHT TO INSPECT PUBLIC RECORDS

By law, under the Inspection of Public Records Act, every person has the right to inspect public records of the Lower Rio Grande Public Water Works Authority. The Act also makes compliance with requests to inspect public records an integral part of the routine duties of the officers and employees of the Lower Rio Grande PWWA.

The board of directors of the Lower Rio Grande PWWA has designated the general manager and the records custodian.

Requests to inspect public records should be submitted to the records custodian, located at the Lower Rio Grande PWWA Mesquite Office, MDWC & MSWA 215 Bryant, mailing address P.O.Box 349 2646, Mesquite Anthony, NM 88021 88048, phone 505-233-3947-575-233-5742, fax 575-233-3961, email mesquite@swmail.net publicrecords@LRGauthority.org.

A person desiring to inspect public records may submit a request to the records custodian orally or in writing. However, the procedures and penalties prescribed by the Act apply only to written requests. A written request must contain the name, address, and telephone number of the person making the request. The request must describe the records sought in sufficient detail to enable the records custodian to identify and locate the requested records.

The records custodian must permit inspection immediately or as soon as practicable, but no later than fifteen (15) calendar days after the records custodian receives the inspection request. If inspection is not permitted within three (3) business days, the person making the request will receive a written response explaining when the records will be available for inspection or when the public body will respond to the request.

If any of the records sought are not available for inspection, the person making the request is entitled to a written response from the record custodian explaining the reasons inspection has been denied. The written denial shall be delivered or mailed with fifteen (15) calendar days after the records custodian received the request for inspection.

If a person requesting inspection would like a copy of a public record, a reasonable fee may be charged. The fee for documents eight and one half inches by fourteen inches (8~"x14") or smaller is twenty five cents (\$.25) one dollar (\$1.00) per page.

Lower Rio Grande PWWA is unable to provide copies larger than this or quantities of copies in excess of one-hundred (100) pages, and will charge the cost of having larger copies or quantities made at a business which provides this service. The records custodian may request that applicable fees for copying public records be paid in advance before the copies

are made. A receipt indicating that the fees have been paid for making copies of public records will be provided upon request to the person requesting the copies.

Adopted on September 16, 2009 at a regular board of directors meeting and amended at a regular meeting of the board of directors on November 18, 2015.

Robert Nieto, Board Chairman

Seal:

Attest:

Alma Boothe, Board Secretary

DRAFT



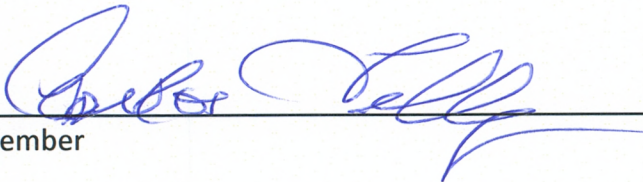
LOWER RIO GRANDE

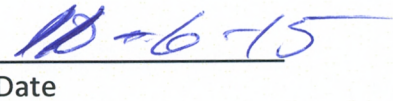
Public Water Works Authority

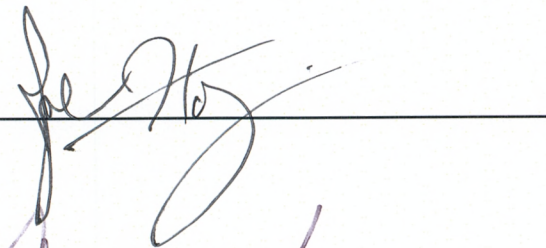
Findings of the LRGPWWA Disposition Committee

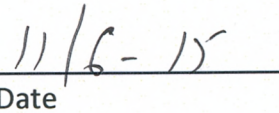
As per NM Statute 13-6-1, we the undersigned find that the used and refurbished equipment listed below is no longer compatible with our meter reading system and therefore is no longer of any use to Lower Rio Grande PWWA and we wish to donate it to the "Velarde MDCWA, Taos Hwy, Velarde, NM 87582".

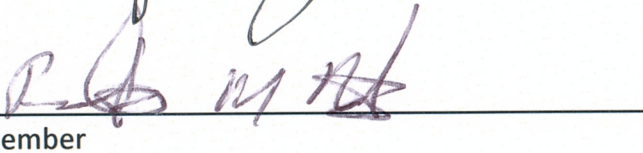
<u>Quantity</u>	<u>Model</u>	<u>Components</u>
1	AR 5501 - Auto Read HHD	Handheld device, wand & charger

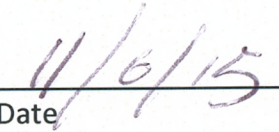

Member


Date


Member


Date


Member


Date



LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road Box C Vado, New Mexico 88072 (575) 233-5742

and billing cycles. If a meter cannot be read, the Authority will bill the Member for the average water used during the prior three months until such time as adjustments can be made for actual water used.

4. BILLING AND PAYMENT FOR WATER/SEWER SERVICE.

A. Dates:

Bill Date Cycle #1 bills are sent on the 1st of the month. ~~Cycle #2 bills are sent on the 15th of the month.~~ Additional Cycles may be added as needed due to growth of the customer base.

Due date is twenty-five days after the billing date for the cycle. Cycle #1 bills are sent on the 1st of the month, and the due date is the 25th. ~~Cycle #2 bills are sent on the 15th with a due date of the 10th of the following month. Additional Cycles may be added as needed due to growth of the customer base.~~

Overdue date is 3:00 p.m. on the due date.

Delinquency date is thirty (30) days after the bill date

Fees for Disconnection of Service, Bad Checks, Meter Tampering, and Open or Close Water Service After Hours are due immediately and are subject to overdue and delinquent penalties.

B. Billing of Water/Sewer Service. All Authority Members are subject to at least the minimum water and minimum sewer charges as soon as water/sewer service is available, as defined in "Water/Sewer Service". The Authority shall bill the membership **monthly** for water/sewer service from actual meter readings and/or at the rates set forth on the approved water/sewer rate schedule attached to this Policy. All water metered as used by the member shall be subject to the rate schedule, including water leaked from a member's line.

C. Payment of Water/Sewer Service Bills. Bills for water/sewer service are due and payable at the location indicated on the bill or at the location determined by the Board of Directors. Payment of a bill is due on the **due date** and becomes



LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road

Vado, New Mexico 88072

(575) 571-3628

BILLING, DUE DATES, DISCONNECTION SUMMARY

Billing Cycle #1 – ~~Brazito, Butterfield, Organ La Mesa & Mesquite areas~~ All LRGPWWA customers

Billing date – 1st of the month

Due date – 25th of the month

Late Penalty – 26th of the month – 15% of overdue amount

Disconnection – 16th of the next month

~~Billing Cycle #2 – Vado, Berino & Desert Sands areas~~

~~Billing date – 15th of the month~~

~~Due date – 10th of the next month~~

~~Late Penalty – 11th of the next month – 15% of overdue amount~~

~~Disconnection – 26th of the next month~~

Additional Cycles may be added as needed due to growth of the customer base.

Water service will be disconnected when accounts become delinquent with a 15 day grace period.

Service will be reconnected upon payment of the delinquent amount and applicable reconnection fee.

Three (3) returned checks (Insufficient Funds or Closed Account) will result in the customer being placed on a cash-only basis.

The Authority will cancel the Membership of a Member whose delinquent account remains unpaid for twelve (12) months after the service is disconnected. The property owner will then be required to re-apply for membership and pay the current Membership Fee and Connection Fee.

Multiple connections to a single meter are prohibited by the Authority and will result in disconnection and potential loss of membership.

Connections between the Authority's water distribution and a Member's private system/well or between the Authority's wastewater collection system and a Member's private system are prohibited and will result in immediate disconnection of service until the situation is corrected.