

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, July 15, 2015 at our Berino Office, 1150 Berino Rd, Berino NM

Please note that minutes are in DRAFT form until approved by the Board

- I. **Call to Order, Roll Call to Establish Quorum:** Sign-in sheet and agenda are attached. Directors present were Chairman Robert “Marty” Nieto (District 5)(left early), Vice-Chairman John Holguin (District 4), Secretary Alma Boothe (District 2), Director Cali Tellez (District 3), Director Mike McMullen (District 6) and Director Furman Smith (District 7). Absent was Director Raymundo Sanchez (District 1). Staff members present were General Manager Martin Lopez, Finance Manager Kathi Jackson, Operations Manager Mike Lopez, Projects Manager Karen Nichols and Project Specialist Joan Ferguson. Also present were Joshua Smith, counsel; Espy Holguin (HUD), Dora Dorado and Evelyn Hernandez. With a quorum established the meeting was called to order by Mr. Nieto at 9:30 a.m.
- II. **Motion to approve the Agenda** Mr. Holguin moved to approve the agenda. Mr. Tellez seconded the motion and it carried 6–0. After approving the minutes of June 10, 2015, Mr. Martin Lopez noticed that the agenda also read “special meeting” instead of “regular meeting.” Mr. Holguin moved to amend his initial movement to reflect the changes. Mr. Tellez seconded the amendment and it passed 6–0. {1:05}/{3:35}
- III. **Motion to approve the minutes of June 10, 2015, Regular Board Meeting** The minutes state that the meeting was a special meeting which is incorrect. Mr. Holguin made a motion to approve the minutes of June 10, 2015, as a (rescheduled) Regular Board Meeting. Mr. McMullen seconded the motion and it passed 7–0.
- IV. **Guest Presentations—none**
- V. **Public Input—15 minutes total allotted for this item, 3 minutes per person** Ms. Dora Dorado asked to be heard about her current water bill. It had gone from \$31 last month to \$101 in the current billing. She had spoken to others in the area and had heard the same problem and they were going to have a meeting at the Del Cerro Community Center on July 29 at 6:00pm. Mr. Nieto said that he would be there. Mr. Martin Lopez said that he would verify the computer programming as the rates had changed July 1. Additionally, he noted that June and July typically have higher water usages. He asked for a list of the people she had talked to so that he could research their bills. He also told Ms. Dorado that the best thing to do would be to talk to a customer service representative in the office where the issue can be resolved. {12:54}
- VI. **Managers’ Reports**
 - A. **General Manager** Mr. Martin Lopez prepared a report for the board and stood for questions
 - Mr. Martin addressed issues brought up by Mr. Tellez: CPR training and drug testing. There are CPR trainings on July 17 and August 14. So far, eight employees have signed up. Drug testing has not been implemented. There is an ongoing review of employee policies where drug testing is being addressed. Mr. Tellez is concerned about implications of not testing.
 - Mr. Furman Smith asked about the outsourcing of bill mailing. With the new billing software, the company will be able to have one billing cycle. The positive is that it would make some reports a lot easier. The down side would be printing, stuffing and mailing 5,000 plus bills all at once. Contracting the mailing out is being considered but has not yet been researched. (The new billing system will not be implemented until February.)
 - Mr. Nieto asked about the La Mesa office incident. An individual had ignored the movable partition. A new door similar to the one in Mesquite will be installed. {25:30}
 - B. **Operations** Mr. Mike Lopez prepared a report for the board and stood for questions
 - Mr. Holguin asked about the Miox system. It is a system where chlorine can be generated from rock salt.

- Mr. Furman Smith asked about problems Mountain View. The El Centro well went down on Sunday night because of electrical problems. Because that well wasn't working the water pressure went down in Mountain View. So, Mr. Smith asked, why didn't the scada system notify Operations of the electrical failure? The scada system is not working properly and part of the problem is that if the electrical fails the whole system needs to be manually reset.
- Mr. Tellez asked about water consumption. There is less water consumption this year than last. Reasons could be conservation, less construction use (sewer and road construction last year), newer radio-read meters, weather, etc...
- Mr. Nieto asked if the pump and motor at well 8 had been replaced. Yes, they cost \$17,000. The well is now pumping 1600 gpm whereas in the old pump was 500–550 gpm. Replacing the pump and motor with a turbine is a possibility. {32:52}

C. Projects Ms. Nichols prepared a report for the board and stood for questions

- BECC has selected JB Stevens Engineering to do the water audit. The Water Conservation Plan has been removed from their plan due to cost issues. Should LRG choose to have them include the WCP, the cost would be \$10,000.
- Mr. Tellez asked what the EBID thought about LRG's surface water treatment plant. Part of the reason that the water treatment plant project switched to brackish water is that the area no longer has an adequate supply of surface water. Even the brackish water treatment is not appearing to be feasible and LRG is considering larger wells. Mr. Tellez wasn't sure that the current EBID board was aware of the EBID's purchase of the small water treatment plant [which has been discussed in previous meetings.] Mr. Martin Lopez pointed out that if or when EBID would switch ownership of the small water treatment plant it would require NMED approval which would trigger LRG board and EBID board approvals. The Authority has worked with EBID closely in the past. {43:24}

D. Finance Ms. Jackson prepared a report for the board and stood for questions

- There were no questions

VII. Unfinished Business

A. Motion to approve Primary and Partial Project Services Engineering Agreements with Bohannan Huston, Inc. for Mesquite-Brazito Sewer Project contingent upon funding agency approval

The primary agreement concerns Federal funds. The partial agreement concerns State funds (SAP and Colonias). These agreements replacing Vencor Engineering on the Mesquite-Brazito Sewer Project with Bohanna Huston, Inc. There will be a request for additional funds as Vencor did not budget for surveying. Mr. McMullen made a motion to approve Primary and Partial Project Services Engineering Agreements with Bohannan Huston, Inc. for Mesquite-Brazito Sewer Project contingent upon funding agency approval. Mr. McMullen seconded the motion and it passed 6–0.

VIII. New Business

A. Motion to adopt Resolution #FY2016-01 adopting Final Budget for Fiscal Year 2016

- 442-2
- 442-7

Mr. Tellez made a motion to adopt Resolution #FY2016-01 adopting Final Budget for Fiscal Year 2016. Mr. Holguin seconded the motion and it passed 6–0. Mr. Martin Lopez interjected that line item 8 (salaries and labor) included a 3% cost of living raise which does not include merit (Mr. Nieto). The motion passed 6–0. {54:15} [\(recording stops here\)](#)

B. Motion to adopt Resolution #FY2016-02 4th adopting 4th Quarter Budget Report for Fiscal Year 2015

Mr. Holguin made a motion to adopt Resolution #FY2016-02 4th adopting 4th Quarter Budget Report for Fiscal Year 2015. Mr. Tellez seconded the motion and it passed 6–0. {56:30}

- C. Motion to adopt Resolution #FY2016-03 adopting a Final Amended Budget for Fiscal Year 2015** Mr. Tellez made a motion to adopt Resolution #FY2016-03 adopting a Final Amended Budget for Fiscal Year 2015. Mr. Holguin seconded the motion and it passed 6–0. {58:00}
- D. Motion to authorize purchase of 1 one-ton pickup** There are funds left over from the Mesquite sewer project which will be used along with to purchase a trailer mounted vacator/jetter. The pickup will be used to haul it. Mr. Holguin made a motion to authorize the purchase of a one-ton pickup. Mr. Tellez seconded the motion and it passed 6-0. {1:00:00}

Mr. Holguin left at this point (10:31 a.m.)

- E. Motion to approve partially paying for CUPSS Software training by RCAPS in partnership with RCAC, El Valle Alliance, and possibly SMA** RCAC has proposed software training of the CUPPS asset management program developed by the EPA. They are asking potential participants to pay for the trainer’s travel and board. Asset management is a way to track asset costs and performance in order to better maintain and budget for critical assets. Ms. Jackson pointed out that LRGPWWA currently is valued at \$52–56 million. The asset management plan of an entity is given weight in how state and federal agencies allocate funds. LRG is planning on sending 6–8 employees to this training. Ms. Boothe asked to attend as well. Ms. Boothe made a motion to approve partially paying for CUPPS software training by RCAPS. Mr. Tellez seconded the motion and it passed 5–0. {1:08:15}

- IX. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.8—discussion of purchase, acquisition or disposal of real property and water rights.** Mr. Tellez made a motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.8—discussion of purchase, acquisition or disposal of real property and water rights. Mr. Furman Smith seconded the motion. The roll call vote was as follows: #2 (Ms. Boothe) aye, #3 (Mr. Tellez) aye, # 5 (Mr. Nieto) aye, #6 (Mr. McMullen) aye, #7 (Mr. Smith) aye. The motion passed 5–0 and the meeting went into closed session at 10:40 a.m. {1:09:13}

- A. Motion to reconvene in open session** Mr. Tellez made a motion to reconvene in open session. Mr. Furman Smith seconded the motion. The motion carried 5–0 and the meeting was reconvened at 11:20 a.m. {1:09:30}
- B. Statement by the Chair that the matters discussed in the closed meeting were limited only to those specified in the motion for closure** Mr. Nieto stated that the matters discussed in the closed meeting were limited to the discussion of purchase, acquisition or disposal of real property and water rights. {1:09:43}
- C. Actions related to purchase, acquisition or disposal of real property and water rights.**
- **Motion to adopt Resolution#FY2016-14 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority.**
 - **Motion to approve water system purchase agreement.**
- Mr. Tellez made a motion to adopt Resolution#FY2016-14 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority and to approve the water system purchase agreement. Mr. McMullen seconded the motion and it passed 5–0. {1:10:25}

- X. Other discussion and agenda items for next meeting, 9:30 a.m., August 19, 2015 at the Berino Office**
- A.** Board training—OMA training, October 21. Board has been signed up for OMA training, October 21.
 - B.** EDGE and Municipal League Trainings schedules pending
 - C.** El Paso Electric rate hike
 - D.** Water usage issues
 - E.** Vehicle purchases

F. Closed session regarding pending litigation {1:17:13}

XI. **Adjourn** Mr. Tellez made a motion to adjourn. Ms. Boothe seconded the motion. The motion carried 5–0 and the meeting closed at 11:28 a.m.

Minutes approved August 19, 2015

Roberto Nieto, Chairman (District 5)

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 1 of 2

Date: July 15, 2015 Time: 9:00 Places: Berino Ofc Event: Regular Meeting

Signature	Print Name, Title, Company or Agency Represented	Contact Information	Email Address
<i>Jean Ferguson</i>	Jean Ferguson LRG PWWA	223-5742 x 123	jeanferguson@rgpwwa.org
<i>Karen Nichols</i>	Karen Nichols Projects Mgr. LRG PWWA	915 203 2057	Karen.nichols@rgpwwa.org
<i>German Smith</i>	LRG	382 5982	SAME
<i>Mike Mcmullen</i>	MIKE MCMULLEN LRG	910-302-7852	
<i>Dora Dorado</i>	Community Member	575-805-2427	
<i>Sally Holquist</i>	LRG PWWA	575 221 4959	
<i>[Signature]</i>	LRG	575 233 4140	
<i>[Signature]</i>	LRG	915-309-7670	
<i>[Signature]</i>	Attorney	508-0500	j.smith@harkonlaw.com
<i>[Signature]</i>	Robert M Nick	636-3854	
<i>[Signature]</i>	Evelyn Hernandez	915-309-7670	
<i>[Signature]</i>	Mike Lopez	10353924	same
<i>[Signature]</i>	Esan Holquist	575 635-1289	

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, July 15, 2015 at our Berino Office, 1150 Berino Rd, Berino NM

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 of June 10, 2015, Regular Board Meeting
- V. Guest Presentations
- VI. Public Input—15 minutes total allotted for this item, 3 minutes per person
- VII. Managers' Reports
 - A. General Manager
 - B. Operations
 - C. Projects
 - D. Finance
- VIII. Unfinished Business
 - A. Motion to approve Primary and Partial Project Services Engineering Agreements with Bohannon Huston, Inc. for Mesquite-Brazito Sewer Project contingent upon funding agency approval
- IX. New Business
 - A. Motion to adopt Resolution #FY2016-01 adopting Final Budget for Fiscal Year 2016
 1. 442-2
 2. 442-7
 - B. Motion to adopt Resolution #FY2016-02 4th adopting 4th Quarter Budget Report for Fiscal Year 2015
 - C. Motion to adopt Resolution #FY2016-03 adopting a Final Amended Budget for Fiscal Year 2015
 - D. Motion to authorize purchase of 1 one-ton pickup
 - E. Motion to approve partially paying for CUPSS Software training by RCAPS in partnership with RCAC, El Valle Alliance, and possibly SMA.
- X. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.8—discussion of purchase, acquisition or disposal of real property and water rights: 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)___
 - A. Motion to reconvene in open session.
 - B. Statement by the Chair that the matters discussed in the closed meeting were limited only to those specified in the motion for closure
 - C. Actions related to purchase, acquisition or disposal of real property and water rights.
 1. Motion to adopt Resolution#FY2016-14 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority.
 2. Motion to approve water system purchase agreement.
- XI. Other discussion and agenda items for next meeting, 9:30 a.m., August 19, 2015 at the Berino Office
 - A. Board training—OMA training, October 21. Board has been signed up for OMA training, October 21.
 - B. EDGE and Municipal League Trainings schedules pending
- 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

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

10:30 a.m. Wednesday, June 10, 2015 at our La Mesa Office, 521 St. Valentine St., La Mesa, NM

NOTE: Board Minutes are in DRAFT form until approved by the board

- I. Sign-in sheet and agenda are attached. Directors present were Chairman Robert “Marty” Nieto (District 5), Vice-Chairman John Holguin (District 4), Secretary Alma Boothe (District 2) (arrived late), Director Raymundo Sanchez (District 1), Director Cali Tellez (District 3), Director Mike McMullen (District 6) and Director Furman Smith (District 7). Staff members present were Finance Manager Kathi Jackson, Operations Manager, Mike Lopez, Projects Manager Karen Nichols and Project Specialist Joan Ferguson. Absent was General Manager Martin Lopez. Also present were Tiffany Goolsby (CCOG), Joshua Smith, counsel and Daniel Vigil. With a quorum established the meeting was called to order by Mr. Nieto at 9:34 am.
- II. **Pledge of Allegiance** {1:30}
- III. **Motion to approve the Agenda** The agenda incorrectly places the meeting at the Vado office instead of the La Mesa office. Additionally, IX.9 needs to be postponed until next month and there is no report from the General Manager this month. With these changes and note, Mr. Holguin made a motion to approve the agenda. Mr. McMullen seconded the motion and it passed 6–0. {2:28}
- IV. **Motion to approve the minutes of May 20, 2015, Regular Board Meeting** Mr. Smith made a motion to approve the minutes of May 20, 2015, Regular Board Meeting. Mr. McMullen seconded the motion. With no further discussion the motion passed 6–0. {3:05}
- V. **Guest Presentations** none {3:15}
- VI. **Public Input—15 minutes total allotted for this item, 3 minutes per person** none {3:22}
- VII. **Managers’ Reports**
 - A. **General Manager** Mr. Martin Lopez did not submit a report and was not available for today’s meeting {3:33}
 - B. **Finance** Ms. Kathi Jackson prepared a report for the board and stood for questions.
 - The training for the new billing/accounting software began Tuesday, June 9. Ms. Jackson’s staff was able to secure a computer lab at the community college for the day-long training. Ms. Nichols asked if she would be able to do fund accounting. Ms. Jackson said that the new software would allow for fund accounting.
 - Mr. G (Gabriel Gutierrez) has had a recurrence of cancer. He has had chemotherapy and his doctor has approved his return to work on light duty. Ms. Jackson was planning on having him complete the computer training for the new software. Mr. Tellez asked if he should be driving. In the course of the discussion, Mr. Joshua Smith recommended that a list of duties that Mr. G would be capable of should be obtained from his doctor. Mr. Nieto requested that Kathi ask Mr. G. have his doctor put in writing what duties – specifically, driving – he would be capable of. Ms. Nichols asked to be posted on his leave status as she and others had volunteered some of their leave for him. {9:43}

Ms. Boothe arrives here (9:42 am)

 - C. **Projects** Ms. Karen Nichols prepared a report for the board and stood for questions.
 - The Mesquite Wastewater Project is fully closed out in respect to construction and engineering. The remaining funds will be spent on a trailer mounted vector/jetter and other equipment. The

vactor/jetter will have to go to bid and she and Mike Lopez (OM) are on working on those specifications.

- Mr. Nieto asked about the traffic control at East Organ. After comparing notes, it appears that traffic control is under control. Ms. Nichols made a note to talk to the construction observer.
- Ms. Nichols attended a three-day training in Santa Fe on RFPs (request for proposals) training. Kathi, Benita and Delmy had done the procurement training in April. Ms. Nichols will be working on an rfp procedure to fit in to a larger procedure on procurement that Ms. Jackson is drafting.
- On the subject of training, Mr. Tellez asked about the first aid training and kits that had been approved by the board. The kits have been purchased and placed in facilities and vehicles. DACC has started offering a first aid course but the current software and procurement trainings are taking up a lot of time. Mr. Tellez worried that not having trained personnel would be a liability. Mr. Joshua Smith noted that there would be more liability with trained personnel than untrained because the only responsibility of an untrained worker would be to call 911.
- Mr. Tellez asked about the Veteran's Rd. Project. The notice for the RFP for engineering services has been posted in the newspaper and is on the website. The deadline for the rfp is July 15, 2015. {17:23}

D. Operations Mr. Mike Lopez prepared a report for the board and stood for questions.

- Mr. Nieto asked about the Mesquite drain break. There was a 20' length of 8" pvc that had been corroded. It was located under an EBID corrugated metal culvert (in the EBID right-of-way). The culvert had corroded and had been leaking which undermined the soil and broke LRG's line. It has been replaced it with ductile iron.
- Ms. Nichols asked if there were any drawings on the Parque subdivision. They are trying to expand and their engineer needs to draw up a new fireflow model. Mr. Mike Lopez did not think that LRG had any of those drawings but would look. {23:08}

VIII. Unfinished Business

- A. Motion to adopt Resolution Number 2015-22 ICIP for FY2017-2021** While Ms. Ferguson printed a the summary ICIP for the board, Ms. Nichols discussed the need for an overarching water master plan for LRG to consolidate the south valley's and east mesa's systems for maximum efficiency, taking into consideration the current drought and heavy pumping by the agriculture community. Mr. Nieto made a motion to adopt Resolution Number 2015-22 ICIP for FY2017-2021. Mr. Furman Smith seconded the motion and it passed 7-0. {36:58}
- B. Note that Board Packet contains final FY-2016 Meeting Schedule and calendar of recurring agenda items – for discussion, if any.** Ms. Jackson noticed that the audit was missing from the recurring agenda items, but there is no exact date for its approval. There will be a place holder for the audit in February. {39:58}

IX. New Business

- A. Motion to approve Engineering Agreement with Bohannan Huston, Inc. for Mesquite-Brazito Sewer Project contingent upon funding agency approval** postponed
- B. Motion to approve Amendment #1 to Engineering Agreement with Souder, Miller & Associates for the Brazito Water Project** Amendment #1 addresses additional funds that have been added to the project. Mr. Holguin made a motion to approve Amendment #1 to Engineering Agreement with Souder, Miller & Associates for the Brazito Water Project. Mr. McMullen seconded the motion and it passed 7-0. {42:23}

X. Other discussion and agenda items for next meeting, 9:30 a.m., July 15, 2015 at the La Mesa Office

A. Board training

- B. OMA training, October 21** Ms. Nichols asked if the board would be willing to have her department schedule everyone for the Oct 21 training. They agreed to it.

C. Budget Resolution for July {46:44}

- XI. Adjourn** Mr. Holguin made a motion to adjourn. Mr. McMullen seconded the motion and it passed 7–0. The meeting was adjourned at 10:21 am. {:}

Minutes signed July 14, 2015

Roberto Nieto, Chairman (District 5)

John Holguin, Vice-Chairman (District 4)

Alma Boothe, Secretary (District 2)

Raymundo Sanchez, Director (District 1)

Carlos Tellez, Director (District 3)

Michael McMullen, Director (District 6)

Furman Smith, Director (District 7)

Lower Rio Grande PWWA

Operators Report

July 15, 2015

System Problems and Repairs.

- Backflow inspections are current.(Mesquite District)
- The wetlands project continues.
- We are going to rehab Well #6 in house.
- For the Month of June we have been issued 194 work orders.
- For the Month of May we have been issued 192 work orders.
- We have had 2 new service connections this past month, most of the new services are being taken care of through the water project.
- Well #8 went down on May 31 and was placed back into service on July 2nd. JJ and I worked until 10:30 pm on Thursday and all day on Friday.
- We are waiting to hear from Franklin Motor Co, about the well #2 motor.
- We had problems with the Miox system in Alto De Las Flores, however JJ and the well Techs cleaned the

Generating Cell and made some adjustments all is working fine.

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

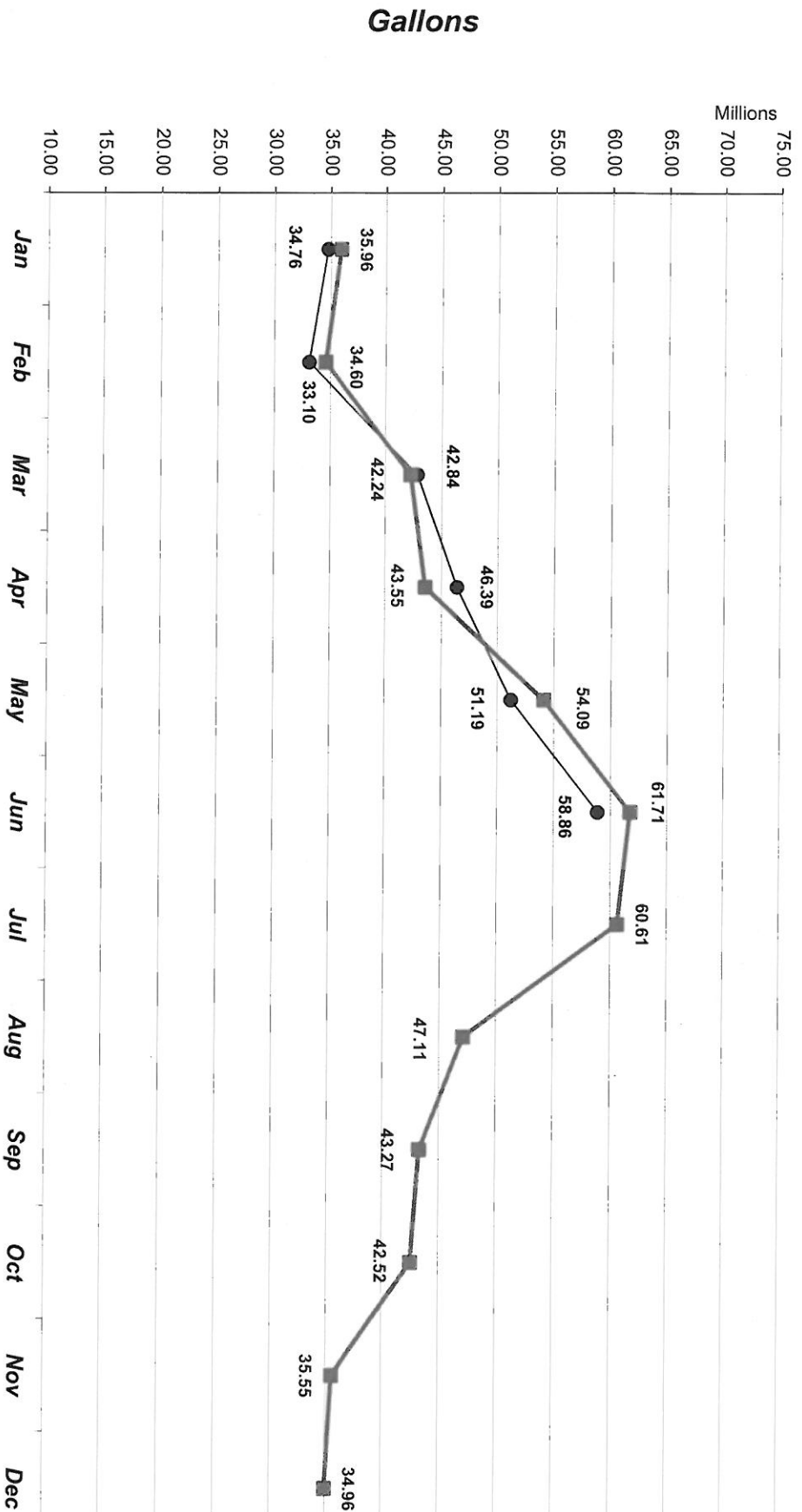
Mesquite district Wetlands: Demo continues.

Mesquite Sewer Report. Due in August.

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 PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 7/15/15 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: We have completed the construction closeout and held the warranty inspection. Contingency funds will be to purchase equipment for the project. Shed has been delivered and set up at lift station, and tank, mixer and pump should arrive this week. These are for feeding odor control chemical into the system. We are developing bid documents for a trailer mounted vacator/jetter unit.

LRG-11-02.2 – Mesquite-Brazito Sewer Project – Vencor – 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 is on today's agenda.

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 installed approximately 2,130 LF of 12" PVC C900 waterline at various locations in Berino including Concepcion and Thompson, and approximately 4,300 LF of 6" waterlines in the Candelaria, San Benito, Ristra and Otero Roads. Contractor has completed the 24" horizontal bore with 12" waterline on Highway 478 and Shrode Road and installed a pair of concrete abutments for 6" D.I. waterline crossing at Anthony Drain / Joy Drive. In the Del Cerro Area, contractor continues with installation of 6" waterlines in the Del Cerro/Singh/La Fe area and has installed approximately 3,100 LF of 8" waterlines in Singh, Calle de la Cruz, Cristo and Ojito. In the Singh area, Contractor has installed approximately 5,050 LF of 6" waterlines in Lily, Moro, Orchid, Wild Rose, Santolina, Lirio, Poppy, Fern, Thorn and Ojito. Contractor has completed the 16" horizontal bore with 8" waterline on NM 227 and Patty Lane. Contractor also installed 460 LF of 6" waterline at this location and a pair of concrete abutments for 8" waterline crossing at Mesquite Drain and Swannack Road. All roads north of NM 227 have been pressure tested, all Bac-T's have passed and Contractor currently transferring services to new waterline. In the Mesquite area, detail work is ongoing. Most of the fire hydrants, air release valves and PRV's requiring concrete collars have been completed, and service is being provided entirely through the new waterline network. 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 – : A progress meeting was completed on June 23rd to discuss the final draft report and discuss other operation concerns and the final direction of the report and its conclusions. CDM is compiling the overall operation of the various systems and what other treatment recommendations will be required if neither a surface water nor brackish water treatment facility is constructed. This involves adding specific operation of individual wells and water flow directions to determine whether decentralized treatment where required is most feasible. Other future operational considerations involve placing production in areas treatment will not be required, and will allow greater operational flexibility. Met with engineer on 7/7/15 to discuss additional information on existing system

components & operations to be added to PER addendum. Robert Fowlie met with Ms. Kahl at NMED-CPB to discuss conclusions. We will need to meet with Ms. Kahl and Ms. Quintana at NMFA to discuss a time-extension and potential scope change for the remaining funds.

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: Telephone conferences are scheduled with Tyler every two weeks, the last one was cancelled. Two requisitions have been submitted to NMED-CPB and paid for the initial payment on software license fees and the purchase of two Dell servers. First online training session for Financial Module set-up has been complete. Second session will be in September.

LRG-15-01 – System-wide Information Technology Standardization - SCADA - \$130,000 NM STB: RFP has been issued. It published 6/5/15 with a proposal deadline of July 15th.

LRG-13-03 – Water System Purchase Project – for RFP – Planning Stage - \$37,500 NMFA Planning Grant – on DWSRLF Priority List: Draft Purchase Agreement and DWSRLF funding application are on today's agenda.

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 is near completion of the original construction project. A Change Order #1 for replacement of the 2-inch waterline into 8-inch on Stone Drive and Estrellita Lane was fully executed on July 9, 2015. With this change order the project's substantial completion due date will be changed to August 7, 2015. Another Change Order will be needed to adjust quantities and close out the project.

LRG-14-01 – Waterline Extension Project (incl. Veterans Road) – Design/Build - \$882,430 CITF incl. 10% Loan: CITF Closing was finalized on 2/6/15. RFP was issued 6/5/15 with a deadline of 7/15/15.

Other projects:

Water Audit – BECC: BECC has reviewed the proposals from engineering firms, and their procurement department is working on the contracting. Don't know who was selected yet, but will in a few days and then they will set up the kick-off meeting. The engineer will probably sent out a list of required data, which we'll want to look at, before we schedule the meeting, probably the last week of July or first week of August.

USDA-RD Transfer & Assumption Application Packages: All three Letter of Conditions notebooks were submitted to USDA-RD on 5/27/15, final approval is still pending.

Infrastructure Capital Improvements Plan 2017-2021: NM-DFA-LGD sent over some corrections (additional information), and Tiffany has updated the ICIP. Will post the corrected final document on the website once the updates are approved.

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. Two more containers are ready to be sent out for shredding. Procedure for transfer of files to storage is still pending management approval.

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

Training – Angie, Joan and I will be attending CPR Training on Friday.

Lower Rio Grande Water Users Organization – Regional Water Plan Update is in process, we are participating.

US-EPA Regionalization Case Study – I received a draft and submitted edits on 2/2/15. Case study has not yet been published.

EBID Surface Water Plant: - Continuing to work with EBID on their response to NMED-DWB comments as they pertain to the LRGPWWA and to our Surface Water/Brackish Water Treatment Facility Project.

Finance Managers Report

For July 2015

Fiscal Year End

- FY2015 Water Revenue \$2,392,473 which was \$116,557 more than we budgeted for.
- FY2015 Sewer Revenue \$152,697 which was \$153,690 less than we budgeted for.
- The sewer budget was based on calculations from USDA that would enable the sewer system to operate independently from the water system.
- FY2015 Expenses for Water and Sewer Combined \$2,173,407
- FY2015 Net Income \$367,791
- Goal-Cover cost and save for future needs
- Current Reserve Requirement \$578,146.92 (We have several years to get here)
- Current Reserve Balance \$376,686

Billing System Project

- Running on schedule
- September and October will be very busy. We will have Tyler staff on site working on the conversion.
- We have attended some training and there is more scheduled

Other Stuff

- Mr. G is still out. He has stopped in to visit and give us an update. He has a few more treatments left but he says he is feeling good.
- Desert Sands A/C unit is failing. It was installed in 1994 and parts to repair it are hard to get. We need to work on getting it replaced before next summer.

LRGPWWA
Manager's Report
July 15, 2015

- Mesquite Wetlands Permit: Sludge/solids disposal plan has been submitted request permission to transport to HORVAC Environmental Facility without further treatment-response from NMED pending
- Submitted Documents for the FEMA State Share
- Offices were closed on July 3rd in observance of July 4th Holiday
- After new billing software is implemented early next year there will be only one billing cycle—will send newsletter to customer, which will also provide info them about new account numbers, setting up there direct bank drafts, etc.
- Possible outsourcing mail of billing—will make a formal presentations to Board
- Attended Dona Ana Commission to answer possible questions pertaining to Tierra Del Sol's Bishop's Cap Subdivision in Berino next to the Parque Subdivision (8 residential lots)
- The Brazito office and yard will be utilized to house the system parts (inventory) along with housing the Procurement/Parts Staff-compliance with State Audit/Procurement Rules
- 401K transfer from EPlan to Nationwide is complete
- Permanent Wall Partition in the La Mesa Office-incident with someone walking in to bathroom area
- CPR training for staff (non-mandatory) on July 17th and August 14th-DACC
- Requested by the DeRISK Center Implementation Advisory Committee-invitation letter is attached



June 19, 2015

DeRISK Center Implementation Advisory Committee

Martin Lopez
Lower Rio Grande Public Water Works Authority
Via email: martin.lopez@LRGAuthority.org

Dear Martin,

As you may know, we have been awarded a U.S EPA sponsored National Center for Innovation in Small Drinking Water Systems funded for fall 2014 through 2017. We have teamed with the University of New Hampshire (UNH), Rural Community Assistance Partnership (RCAP), University of Alaska – Anchorage (UA-A) and Arizona State University (ASU), as well as partners from state and local government agencies, and private sector organizations to accomplish our goals.

I think you are in a position to help our Center move forward. Would you consider serving on our Center's Implementation Advisory Committee (IAC)?

The USEPA's RFA called for the proposed Center's mission to identify, develop, demonstrate and facilitate widespread acceptance and applicability of novel and innovative technologies and approaches to measure or treat groups of microbiological or chemical contaminants, or their precursors; apply novel new information technology systems; and improve the sustainability of small drinking water systems.

Our center, the Design of Risk-reducing, Innovative-implementable Small-system Knowledge (DeRISK) Center, embraces this mission with an overall goal of applying principles of risk reduction, sustainability and new implementation approaches to innovative information technology systems and treatment technologies. The outcomes will be technologies that will provide quantifiable risk reduction, do not require the use of new chemical addition and will increase the chance of adoption and long-term sustainable use in small drinking water systems.

We don't believe that there are magical silver bullets that will, through the promise of technology innovation, solve the problems that small systems currently face. Innovation in our approach is the development, scaling and implementation of treatment and information technologies that have, at a minimum, passed the proof-of-concept stage at the laboratory level, but have not been successfully applied at the small system scale.

The DeRISK Center IAC brings together stakeholders representing state and federal regulators, academic researchers, small system consultants, and technology developers. The IAC primarily supports our Project 1 Assessment and Implementation effort to identify social, administrative and capacity policy barriers that impede (or facilitate) the implementation of innovative technologies for small systems. We want your experience and insight to help us identify and address those barriers!

Objectives:

- Evaluate the successes and failures of the current assessment and implementation approach to innovative technology use in small water systems
- Provide input and critical advice on the Center's research approach to addressing assessment and implementation challenges

Expectations:

- Attend half day meetings in person or via web conference once or twice a year for the duration of the project (next three years)
- Develop an in-depth understanding of the assessment and implementation research activities of the Center
- Provide knowledge/insight/feedback on the barriers that preclude small systems from implementing innovative technologies
- Maintain an independent and impartial position solely as an expert in the field and not a representative of an organization
- Serve as an advocate for the DeRISK Center

More about the DeRISK Center can be found at: <http://www.colorado.edu/deriskcenter/>

Thank you in advance for your consideration of our request. We realize that your time is valuable and that your day is full. However, we think that you can make a contribution to our goal of moving small drinking water systems forward.

If you have any questions please contact me by email at chad.seidel@colorado.edu or phone at 303-887-1853.

Sincerely,



Chad Seidel, Ph.D., P.E.
Technical Director, DeRISK Center

CC: R. Scott Summers, DeRISK Center Director
Erin Printy, DeRISK Center Manager

June 26, 2015

Karen Nichols, Project Manager
Lower Rio Grande Public Water Works Authority
325 Holguin Road Box C
Vado, NM 88072

RE: Proposal for Professional Services: Mesquite –Brazito Sewer System
Improvements
Primary Contract Basis for Project Multi-Phase Services

Dear Karen:

Bohannon Huston, Inc., (BHI) is pleased to provide this engineering services agreement for the above referenced work to the Lower Rio Grande Public Water Works Authority (Authority). This contract basis is the current NMED approved contract basis. This document is also a pre-approved USDA version with the special condition the Authority required. This contract basis is for all project tasks except the one task separated which will be completed under the separate NMED Agreement with its single work task involving the survey document research and ownership map creation sent under a separate correspondence.

We have omitted compilation/coordination of the USDA Letter of Conditions and any non-engineer related compliance requirements. Similarly, we have omitted any effort with coordinating and acquiring property owners service agreements with their related temporary construction easement attachments related to the septic tank abandonment construction ultimately that will take place on their property. Please let us know if you will like these service tasks to be completed by BHI and we can add it to the scope accordingly.

If acceptable, then please sign both copies of the two agreements enclosed and return one copy to BHI. If you have any questions, please contact me directly at 575-532-8670. Thank you and we look forward to working with you on this project.

Sincerely,



Matthew R. Thompson, PE
Sr. Vice President

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

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

THIS Agreement, made this ____ day of ____ 20____ by and between Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and Bohannon Huston, 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 Sanitary Sewer Collection System for the Mesquite-Brazito area including gravity pipelines, manholes, lift stations, forcemains, sewer connections and septic tank abandonments.

in ____ 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.

(g) The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

(h) This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

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")

This Contract Agreement is amended to include the following provisions between the mentioned parties:

Final submittal of documents shall also be submitted in pdf file format that can be transmitted electronically (i.e., files must be small enough to be transmitted by email and to be uploaded). All elements of the final submittal (i.e., AutoCad files, water & wastewater models, GIS/GPS data files, technical specifications, MicroSoft Word files, etc.) shall be submitted in their original electronic working formats. In addition, final project Planning Reports and Preliminary Engineering Reports (PER) shall be provided in their original electronic working formats to facilitate the use of specific excerpts by the Lower Rio Grande Public Water Works Authority (LRGPWWA) for such reports assembled for grant and other funding applications, presentations to Legislative Committees or similar uses as deemed necessary by the LRGPWWA. Final electronic working reports will not be stamped or signed by the Engineer of Record.

The reports, plans, specifications and other engineering products created by BOHANNAN HUSTON INC. (BHI) and its subconsultants, are created specifically for the project and are intended to be used only for this project. The LRGPWWA agrees, to the fullest extent permitted by law, to indemnify and hold BHI and its subconsultants harmless from any claim, liability or cost (including reasonable attorney fees and defense costs) arising or allegedly arising out of any reuse or modification to the approved final plans and specifications by the LRGPWWA or any person or entity that acquires the approved final plans and specifications from or through the LRGPWWA.

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the engineer will only be able to submit one invoice at the end of the project upon approval of the planning document.

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: LRGPWWA
By _____
Type Name _____
Title _____
Date _____

ATTEST: Diana Gomez
Type Name Diana Gomez
Title Admin. Assistant
Date June 26, 2015

ENGINEER: Bohannon Huston Inc.
By Matthew D. Thompson
Type Name Matthew D. Thompson
Title Senior Vice President
Address 425 S. Telshor Blvd, C103
Las Cruces, NM 88011
Date June 26, 2015

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

Leslie L. Small
COO, Bohannon Huston, Inc.
6/29/15

ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the ____ day of ____, 2015 by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and Bohannon Huston Inc., the ENGINEER, the OWNER and ENGINEER agree this ____ day of ____, 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 \$973,450, 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 \$547,250 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 1300 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 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 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 1.10 (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 invoices

The rest of the page is intentionally left blank

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.

ATTEST: _____
Type Name _____
Title _____
Date _____

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

ATTEST: Diana Gomez
Type Name Diana Gomez
Title Admin - Assistant
Date June 26, 2015

ENGINEER: Bohannon Huston Inc.
By Matthew R. Thompson
Type Name Matthew R. Thompson
Title Senior Vice President
Address 425 S. Telshar Blvd., C103
Los Cruces, NM 88001
Date June 26, 2015

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

Leslie L. Small
COO, Bohannon Huston, Inc.
6/29/15

Engineering Professional Services Agreement

EXHIBIT A

PLANNING PHASE SCOPE OF SERVICES AND FEE SCHEDULE

This Scope of Services for the Lower Rio Grande Public Water Works Authority (LRGPWWA) is for work associated with the Mesquite-Brazito Sanitary Sewer Project. This new project work will be completed in a single phase of work and as further delineated by the September 14, 2014 Preliminary Engineering Report created by Vencor Engineering.

This Scope of Services defines the work, deliverables, and related fees for each project work task. Tasks of the individual phases are described in detail below. It is anticipated that this project will be funded exclusively with state and federal funding. Work tasks and their related documents that have been completed prior to this scope and are excluded are the following:

1. Preliminary Engineering Report by Vencor Engineering, September 2014
2. Environmental Information Document by Zia Engineering & Environmental, September 2012.
3. Cultural Resources Survey by Zia Engineering & Environmental, May 2013.
4. Public Meetings for PER or Environmental Information Document support, already conducted previously.
5. Geotechnical Report by LEC Engineering, June 2012
6. Computer Model on Sewer System by Vencor Engineering, May 2015

Additionally, due to separate funding sources managed by NMED, a separate scope of services and contract has been issued to LRGPWWA specifically for the following related professional services to be performed concurrently by BHI:

1. Document Research and Ownership Map: Research private lands within the project area and define the necessary utility easements required to enable the sewer infrastructure installation.

Throughout this document the terminology "OWNER" refers to LRGPWWA and "ENGINEER" or "SURVEYOR" refers to BHI.

A. PROJECT SCOPE DESCRIPTION

An overall exhibit has been created to clarify the project work area extents and the expected related infrastructure, and is titled "Exhibit F – Project Work Map". The currently assumed project infrastructure work scope consists of the following:

1. Primary Sewer Lift Stations: duplex submersible lift stations; total of seven (7) structures;
2. Gravity Collection Pipelines: 8-inch collection pipelines, including all related components such as manholes, borings, and surface replacement delineation; total of approximately 68,000 feet.
3. Grinder Pump Stations: individual residential simplex grinder pump station; total of 100 units.
4. Grinder Station Pressure Collection Piping: small diameter pressure piping, less than 3-inches diameter, including all related components and surface replacement delineation; total of

approximately 25,000 feet.

5. Abandon Residential Septic System: Abandon in place on individual residential lots and transition home sewer to public collection system, total of approximately 533 septic systems.
6. SCADA Radio Telemetry Units (RTU): Incorporate 10 existing lift stations and the 7 new lift stations with a SCADA RTU to bring all alarms back to a central alarming network for operator notification.

This project's professional services are broken down into several distinct tasks identified below in a work task outline:

PLANNING PHASE:

- Task 1 – Project Communication and Management
- Task 2 – Preliminary Engineering Report Addendum
- Task 3 – Update Sewer System Computer Model

DESIGN PHASE:

- Task 4 – Supplemental Site Planimetric Survey
- Task 5 – Survey Services
- Task 6 – Right-of-Way Utility Installation Permit Acquisition
- Task 7 – 30% Preliminary Draft Design Plans for Concept Review
- Task 8 – 60% Preliminary Draft Design Plans for Configuration Review
- Task 9 – 95% Final Draft and Final Stamped Design Plans, Contract Documents and Technical Specifications

CONSTRUCTION PHASE:

- Task 10 – Bid Administration
- Task 11 – Construction Administration
- Task 12 – O&M Manual
- Task 13 – Record Drawings and GIS Database Update
- Task 14 – Construction Observation

OPERATIONAL PHASE:

- Task 15 – Warranty Period Compliance Support

This scope of services within this exhibit will only display the planning phase work tasks.

B. PLANNING PHASE

Task 1: Project Communication and Management

Objective: Provide effective communications, coordination, meetings and project management for the Project through the project from initial planning through the 12-month construction warranty period.

Approach: ENGINEER will conduct an initial Project Kick-off Meeting with the OWNER and other stakeholders to obtain additional Project information, to obtain OWNER input, and to develop critical success factors for design and implementation of the Project. As part of this meeting, OWNER goals and constraints will be identified to assist the ENGINEER in screening and evaluation of preliminary planning alternatives in order to construct facilities while continuing to maintain efficient operation. Subsequent design phase meetings with OWNER staff and operations team members will be conducted, as required, to complete the Project deliverables.

The ENGINEER and OWNER will have regular conference calls and email communications to keep the OWNER informed of the Project's progress and obtain additional input from the OWNER. The ENGINEER will provide a monthly progress report attached to monthly invoicing that summarizes the work completed since the last report, work to be completed during the next period, budget status, issues and concerns, and schedule status. The ENGINEER shall attend OWNER scheduled meetings on an as requested basis to update OWNER board or staff members on the current status of specific project activities and get input needed to maintain the project schedule.

ENGINEER will create a project specific website to manage project deliverables in ArcGIS and/or Adobe PDF format, and manage OWNER review comments on-line. Other project management responsibilities to be completed under this task include management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

1. An initial kick-off meeting will be held at the OWNER's offices with OWNER staff, ENGINEER's project team, and other stakeholders that may be identified by the OWNER.
2. Project Progress meetings shall be held at the OWNER's office on an as requested basis.

Deliverables:

1. Kick-off meeting agenda and meeting minutes
2. Monthly progress reports – delivered via e-mail
3. Regular conference meeting minutes
4. Monthly invoices for ENGINEER's services

Task 2: Preliminary Engineering Report Addendum

Objective: Review the existing September 2014 Preliminary Engineering Report (PER), and determine what infrastructure elements must change to enable a more effective collection system.

Approach: ENGINEER will conduct the following subtasks for this PER addendum:

1. Conduct field investigations to confirm current ground conditions by reviewing all utility corridors to be involved in the construction and then confirming that information with OWNER staff.
2. ENGINEER will re-evaluate collection system layout to eliminate individual simplex grinder pump stations located on residential property and create a basis for a more strategic implementation of small duplex stations, with mid-range horsepower pumps, serving low or isolated residential areas with a pre-engineered fiberglass structure to be positioned on land owned by OWNER.
3. ENGINEER will re-evaluate collection system construction cost and update numbers according to recent bid tabulations and expected costs.
4. ENGINEER will update the project financing tables for expected capital costs, as well as operation and maintenance costs.
5. ENGINEER will evaluate the incorporation of Supervisory Control and Data Acquisition (SCADA) system to enable OWNER staff emergency notification of failures from 10 existing and 7 new sanitary sewer lift stations. A radio path survey will also be completed in the field at this time to support expected antenna heights and directional paths.
6. ENGINEER will create a PER addendum addressing all changes to be referenced by section and will be compliant with USDA-RD expectations. PER document will not be fully recreated.

Assumptions:

1. ENGINEER will analyze the system concurrent with Task #3 – Sewer System Computer Model for sizing basis.
2. Existing 2014 County two-foot contour mapping will be used for simple elevation data analysis.
3. ENGINEER will incorporate all existing planimetric feature data previously acquired.
4. Coordination with OWNER personnel will be conducted to ensure all data conforms to available utility GIS systems.

Deliverables:

1. PER Addendum document.

Task 3: Update Sewer System Computer Model

Objective: Review the existing September 2014 Preliminary Engineering Report (PER), and determine what infrastructure elements must change to enable a more effective collection system.

Approach: ENGINEER will conduct the following subtasks for this computer model update:

1. ENGINEER will translate latest SewerCAD model from Vencor into Autodesk Civil 3D Storm & Sanitary Analysis 2014. This translation will enable the model to be utilized and transferred directly to design plan and profiles that will be created within Autodesk Civil 3D.
2. ENGINEER will confirm ground elevations information on all sewer system related to county 2-foot contour surface maps.
3. ENGINEER will update computer model with new gravity collection areas and forcemains to be analyzed in lieu of individual grinder pump stations.

Assumptions:

1. Existing 2014 County two-foot contour mapping will be used for simple elevation data analysis.
2. Existing facility record drawings will be provided by OWNER.

Deliverables:

1. Computer Model Update document with recommended layouts.

C. SERVICE FEES

Compensation for services of ENGINEER (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

PLANNING PHASE:

Task	Description	Type	Fee Amount
1	Project Communication and Management	Lump Sum	\$45,000
2	Preliminary Engineering Report Addendum	Lump Sum	\$29,000
3	Update Sewer System Computer Model	Lump Sum	\$14,000
<i>Planning Phase Services Subtotal:</i>			<i>\$88,000</i>

REIMBURSABLE EXPENSES:

Reimbursable expenses including: reproduction of construction documents, postage/shipping, mileage, and newspaper advertisements will be invoiced at cost with no markups or fee added.

Reimbursable Expenses (Time and Materials Not to Exceed) ***\$ 500***

TOTAL PROJECT PHASE FEE (Exclusive of NMGR) ***\$88,500***

D. PROJECT SCHEDULE

See detailed project schedule with date listings within Exhibit E. The days shown are working days not calendar days. The estimated completion dates are based on the timely completion of the preceding tasks.

Engineering Professional Services Agreement

EXHIBIT B

DESIGN PHASE SCOPE OF SERVICES AND FEE SCHEDULE

This Scope of Services for the Lower Rio Grande Public Water Works Authority (LRGPWWA) is for work associated with the Mesquite-Brazito Sanitary Sewer Project. This new project work will be completed in a single phase of work and as further delineated by the September 14, 2014 Preliminary Engineering Report created by Vencor Engineering.

This Scope of Services defines the work, deliverables, and related fees for each project work task. Tasks of the individual phases are described in detail below. It is anticipated that this project will be funded exclusively with state and federal funding. Work tasks and their related documents that have been completed prior to this scope and are excluded are the following:

1. Preliminary Engineering Report by Vencor Engineering, September 2014
2. Environmental Information Document by Zia Engineering & Environmental, September 2012.
3. Cultural Resources Survey by Zia Engineering & Environmental, May 2013.
4. Public Meetings for PER or Environmental Information Document support, already conducted previously.
5. Geotechnical Report by LEC Engineering, June 2012
6. Computer Model on Sewer System by Vencor Engineering, May 2015

Additionally, due to separate funding sources managed by NMED, a separate scope of services and contract has been issued to LRGPWWA specifically for the following related professional services to be performed concurrently by BHI:

1. Document Research and Ownership Map: Research private lands within the project area and define the necessary utility easements required to enable the sewer infrastructure installation.

Throughout this document the terminology "OWNER" refers to LRGPWWA and "ENGINEER" or "SURVEYOR" refers to BHI.

A. PROJECT SCOPE DESCRIPTION

An overall exhibit has been created to clarify the project work area extents and the expected related infrastructure, and is titled "Exhibit F – Project Work Map". The currently assumed project infrastructure work scope consists of the following:

1. Primary Sewer Lift Stations: duplex submersible lift stations; total of seven (7) structures;
2. Gravity Collection Pipelines: 8-inch collection pipelines, including all related components such as manholes, borings, and surface replacement delineation; total of approximately 68,000 feet.
3. Grinder Pump Stations: individual residential simplex grinder pump station; total of 100 units.
4. Grinder Station Pressure Collection Piping: small diameter pressure piping, less than 3-inches diameter, including all related components and surface replacement delineation; total of

approximately 25,000 feet.

5. Abandon Residential Septic System: Abandon in place on individual residential lots and transition home sewer to public collection system, total of approximately 533 septic systems.
6. SCADA Radio Telemetry Units (RTU): Incorporate 10 existing lift stations and the 7 new lift stations with a SCADA RTU to bring all alarms back to a central alarming network for operator notification.

This project phase of professional services is broken down into several distinct tasks identified below in a work task outline:

DESIGN PHASE:

Task 1 – Supplemental Site Planimetric Survey

Task 2 – Survey Services

Task 3 – Right-of-Way Utility Installation Permit Acquisition

Task 4 – 30% Preliminary Draft Design Plans for Concept Review

Task 5 – 60% Preliminary Draft Design Plans for Configuration Review

Task 6 – 95% Final Draft and Final Stamped Design Plans, Contract Documents and Technical Specifications

B. DESIGN PHASE

Task 1: Supplemental Site Planimetric Survey

Objective: ENGINEER'S subconsultant Vencor Engineering will complete the acquisition of planimetric (surface element) features throughout the project area that has partially been completed as part of a previous work effort. This will involve gathering and compiling supplemental information related to the existing planimetric feature conditions within the project area in order to support the design background drawing basis.

Approach: A field survey of the assumed pipeline paths will need to be conducted in order to confirm actual conditions relative to horizontal location data. This field survey will acquire underground utilities approximate locations based on a New Mexico One-Call location service. All located utilities will be acquired and tied to survey control for horizontal location. All existing fence corners, water valves, manholes, telephone pedestals will be acquired to cross reference and reinforce the aerial photogrammetry mapping basis. All Elephant Butte Irrigation District (EBID) drain and lateral canal crossing culvert inverts will be surveyed to confirm the horizontal and vertical elevations tied to project survey control. ENGINEER will confirm current as-built conditions of existing sewer system connection points and elevations by reviewing existing as-built information of each facility component to be involved in the construction and then confirming that information with site visits and discussions with OWNER staff. Coordination with OWNER personnel will be conducted to ensure all data conforms to GIS database.

Assumptions:

1. ENGINEER's AutoCAD standard conventions will be followed during preparation of drawings. The design drawings will be prepared using AutoCAD and other integrated software programs.
2. ENGINEER'S established permanent project site survey control will be used.

Deliverables:

1. Base drawing files created to be incorporated into the design drawings.

Task 2: Survey Services

Objective: Includes providing surveying services to provide up to 315 easement descriptions and site maps, 7 minor subdivision plats or exemption land division plats, establish project survey control, and provide mapping along the project corridor. See expected easement locations within Exhibit G map.

Approach:

Task Work Elements:

A. **Property Corner Search/Boundary Analysis**

A SURVEYOR field crew will search for existing monuments at record corner locations for the portion of each property that is immediately adjacent to the proposed easement alignment. This effort will not be considered a complete boundary survey of each tract. Existing monuments will be used with the record documents to determine the property location and will be the basis for creating the legal descriptions. The locations of the property relative to the proposed sewer alignment will be needed for the design phase as well.

B. **Easement Exhibits**

Easement exhibits will be prepared for up to an anticipated 315 properties. This effort may be reduced if it is determined through SURVEYOR's document research that a reduced number of easement exhibits are required to provide adequate rights to construct and operate the proposed sewer facilities. Easement documents will be prepared at a suitable scale to fit onto an 8.5"x14" paper and will contain a legal description and site map. This service task will be billed on a Time and Materials Not to Exceed (T&M NTE) basis.

C. **Easement and Land Acquisition Coordination**

ENGINEER will complete standard USDA utility easement forms and attach SURVEYOR's easement exhibits to be used for each property easement to be acquired. ENGINEER will facilitate and coordinate contact with individual property owners and negotiate expected compensation for easements and private land acquisition associated with lift stations. This work task will include the direct expenses of land appraisal services necessary to satisfy land owners on the fair market value of their land within the easement area. This service task will be billed on a Time and Materials Not to Exceed (T&M NTE) basis.

D. **Control**

Photo Control points monumented with a 2" stamped aluminum cap on a 5/8" rebar will be established to provide orientation of the photogrammetric mapping. Ten (10) of the monuments will be set permanently in concrete in a protected location to mitigate machine or vehicle disturbance. The project coordinate system will be a ground modification of the New Mexico State Plane Central Zone projection, NAD 83. The vertical datum will be NAVD 88. The ten monument set in concrete will be positioned using OPUS Projects through the office of the National Geodetic Survey. The remaining photo control points will be established using RTK GPS methodology relative to the ten concrete monuments. A control report certified by a licensed land surveyor will be provided as a project deliverable. SURVEYOR will tie existing project control provided by OWNER and determine if the existing project data is useable and/or calculate transformation parameters to the new coordinate system.

E. Photogrammetric Mapping

Photogrammetric Mapping of the sewer corridor will be provided. Attached is an exhibit of the flight area and the corridors that will be mapped. A 250' mapping corridor will be centered on the proposed sewer line alignments as shown in light blue. The dark blue rectangles indicate the extents of the aerial imagery required to support the mapping product. Imagery will be acquired through an aerial flight sub-consultant with a film camera and will be collected to support a mapping accuracy of 1"=50' with 1' contours. Planimetrics and Surface contours will be provided from the mapping in Civil 3D 2014 at a scale of 1"=50 and according to ENGINEER CAD Standards. Digital Ortho-rectified images with associated world files will be provided as an additional data deliverable.

F. Minor Subdivision/Land Division Plats

A minor subdivision plat or a land division exemption plat will be required prior to conveying fee title to each of the seven proposed lift station parcels. OWNER shall separately obtain title insurance for the acquisition of the properties. OWNER shall provide SURVEYOR with a current title commitment that contains all of the exception documents and current vesting document for each of the seven properties. SURVEYOR will review all title documents provided by OWNER to determine the location of easements and other servitudes of record. A SURVEYOR field crew will visit each site to survey the locations of monuments at the record corner locations and improvements within 5 feet of the boundary. The boundary will be determined based on the documents of record and the collected field evidence. SURVEYOR will stop work and notify OWNER if a boundary condition is discovered that requires action by the property owner to resolve or if the scope of work needs to be additionally increased to determine the boundary location. SURVEYOR will renegotiate its fee based on the new scope required to determine the boundary location at that time. Seven, (7) minor subdivision plats or exemption land division plats will be prepared to create a parcel of land which the lift stations will be situated upon and will be acquired in fee by OWNER. Monuments will be provided at the new tract corner locations and any existing tract corner in need of replacement or rehabilitation.

G. Plat Processing

This task includes processing the plats through the county process and obtaining property owner, utility companies, or applicable county signatures for each of the plats. Application fees, title insurance commitments, or recording fees will be billed separately as a reimbursable. SURVEYOR will notify OWNER if/when our effort exceeds 80% of the budget and determine an approach to completing the project within a budget or request additional fee if necessary. This service task will be billed on a Time and Materials Not to Exceed (T&M NTE) basis.

H. Meetings/Coordination

Participation in project meetings and coordination will be provided to facilitate the completion of the survey tasks. SURVEYOR will notify OWNER if/when our effort exceeds 80% of the budget and determine an approach to completing the project within a budget or request additional fee if necessary. This service task will be billed on a Time and Materials Not to Exceed (T&M NTE) basis.

I. Right-of-Way Map (exhibit)

A map that shows the acquired right-of-way access for the new sewer utility will be prepared in accordance with the USDA requirements and standards. This estimate assumes that the map will be produced at the end of the project once legal access has been acquired by the client. The map will be provided on a one time basis. This estimate does not include any right of way mapping to the extent of meeting the requirements of local governments, New Mexico Department of Transportation, or the Federal Highway Administration. This estimate assumes that the OWNER will be responsible for obtaining the right-of-way certification with the USDA.

J. Optional Services – GIS Web Portal

As a potential added service, the ownership map and selected project data such as current vesting and plat documents, completed easement or plat exhibits, ortho-photography, and mapping planimetrics may be provided through an online GIS web portal. The information could be accessed by OWNER and other OWNER approved project stakeholders. There would be a one-time fee to set up the online access and a monthly maintenance charge associated with this optional service. A team meeting will be required at project initiation to discuss whether this additional service is viable and brings value to the OWNER data management plan. If this service is considered to be valuable to the OWNER, a fee for this additional service can be negotiated at that future date to determine the level of data management support requested.

Deliverables:

1. Easement Exhibits for easement acquisition and recording purposes.
2. Survey Control Report.
3. Aerial Orth-photography and related Mapping AutoCAD Background as base drawing fields to be incorporated into design.
4. Subdivision Plats for County recording purposes.
5. Right-of-Way map for USDA Letter of Conditions compliance.

Task 3: Right-of-Way Utility Installation Permit Acquisition

Objective: ENGINEER will prepare utility installation applications to acquire permits from Dona Ana County (DAC), New Mexico Department of Transportation (NMDOT), and Elephant Butte Irrigation District (EBID).

Task Work Elements:

1. Complete approximately 16 parallel and crossing permit applications with appropriate final design plan attachments for EBID canal and drains to be used as an installation corridor.
2. Complete parallel permit application with appropriate final design plan attachments for NMDOT NM 478 right-of-way to be used as an installation corridor.
3. Complete all parallel and crossing permit application with appropriate final design plan attachments for various DAC right-of-ways to be used as an installation corridor throughout the project area.

Assumptions:

1. ENGINEER will forward all permit application fees to OWNER for payment processing directly.

Deliverables:

1. DAC, NMDOT and EBID permit applications.

Task 4: 30% Preliminary Draft Design Plans

Objective: ENGINEER will prepare 30% complete construction drawings in plan format to be displayed on 24" x 36" layout drawings for OWNER review of the concept design basis for overall project goal. The intent of this phase is to incorporate OWNER review comments prior to initiation of more detailed phasing plans, profiles, sections, details, or specifications.

Task Primary Work Elements:

1. Confirm sizing requirements of the proposed improvements, create preliminary concept plan layouts and evaluate spatial relationships to the existing facilities.
2. Review manufacturer's equipment information and establish design criteria for individual lift stations.
3. Prepare station site layout and yard piping connections for overall configuration.
4. Identify approximately 533 septic system connection points.

All design will comply with any applicable OWNER Utility Standards or Details. ENGINEER will consult with OWNER staff and all other affected departments during the design phase in coordination meetings to identify special project needs as the design develops. ENGINEER will complete the design drawings to approximately 30% and submit to OWNER staff for review and comments. ENGINEER will incorporate OWNER 30% review comments and begin preparation of 60% draft review set.

Assumptions:

1. The basis for preliminary design is the recommended Project as identified in the September 2014 PER.
2. The Construction Project will be bid as a single construction project without any potential bid alternates identified at this stage. The design document drawings will be prepared during the preliminary design as one set of documents.
3. The Project schedule includes review time for OWNER and other reviewing parties including attorneys, and other advisors or consultants as OWNER deems appropriate. Any delay in those reviews could result in a change to the Project schedule.

Deliverables:

2. One (1) paper copy of full size 30% preliminary design drawings for review.
3. One (1) flash drive of all files in Adobe PDF format for editing purposes.

Task 5: 60% Preliminary Draft Design Plans

Objective: ENGINEER will prepare 60% complete construction drawings in plan format to be displayed on 24" x 36" layout drawings for OWNER review after approval of the 30% preliminary design basis. The intent of this phase is to incorporate OWNER review comments prior to initiation of final details.

Task Work Elements:

1. Create refined preliminary design plan layouts, profiles and sections.
2. Review manufacturer's lift station equipment information and establish parameters to meet the established design criteria.
3. Confirm hydraulic analysis of equipment within overall collection system capacity.
4. Identify limits of Project construction and interface points with daily operations during construction; temporary water, electric, access, construction staging, soil stockpiling, and materials storage.
5. Identify dewatering schemes and paths for discharge.
6. Finalize septic system connections and special conditions on private properties.
7. Perform a constructability review of the proposed Project elements. Identify all Project elements requiring specialized construction methods and review alternatives. Identify all temporary construction by-passing needed to put permanent facilities in place.
8. Refine and update lift station general site layout and yard piping connections between each facility process element.
9. Prepare structural concrete protection methods and anchoring.
10. Prepare electrical system layout, control drawings and schematics, and instrumentation connections.
11. Prepare technical specifications for all work elements using Construction Specifications Institute (CSI) divisions 1 through 16.
12. Prepare a preliminary opinion of probable construction costs for the proposed improvements.

All design will comply with any applicable OWNER Utility Standards or Details. ENGINEER will consult with OWNER staff and all other affected departments during the design phase in coordination meetings to identify special project needs as the design develops. ENGINEER will complete the design drawings to approximately 60% and submit to OWNER staff for review and comments. ENGINEER will incorporate OWNER 60% review comments and begin preparation of 95% draft review set.

A preliminary opinion of construction cost will be provided with the 60% preliminary draft drawings. The cost estimate will be in bid schedule unit price format with plan quantities and unit costs shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

Assumptions:

1. The ENGINEER's standard technical specifications, in CSI format will be used as a basis for Divisions 1 through 16. The Project specifications will be customized to clearly describe the scope of work, material requirements, execution requirements, submittal requirements, testing procedures, measurement, and payment necessary for the bidding and construction of the facilities to be constructed.
2. No existing collection system elements will be replaced beyond the replacement or rehabilitation of the gravity collection system manhole to become a receiver.

Deliverables:

1. One (1) paper copy of 60% review drawings, specifications, and preliminary construction cost estimate.
2. One (1) flash drive of all files in Adobe PDF format for editing purposes.

Task 6: 95% Final Draft and Final Stamped Design Plans

Objective: ENGINEER will prepare 95% construction drawings in plan format to be displayed on 24" x 36" layout drawings for OWNER review. The intent of this task is to incorporate final OWNER review comments prior to finalizing and stamping the construction document set. All remaining associated construction details related to materials and equipment installation will be shown. Final construction phasing and staging details of the installation will be provided, as required to define all remaining work elements.

Final draft technical specifications for the construction of the project work will also be provided for review with this submittal. ENGINEER will provide all construction contract related documents in EJCDC form for basis of contract documents. ENGINEER will compile all contract documents, technical specifications and plans into a construction document set for use in project bidding. ENGINEER will complete the design drawings to approximately 95% and submit to OWNER staff and applicable review agencies for review and comments. ENGINEER will incorporate 95% review comments and provide a stamped plan set suitable for obtaining bids from licensed contractors within a public bidding process.

A final opinion of construction cost will be provided for final draft construction drawings. The cost estimate will be in bid schedule unit price format with plan quantities and unit costs shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

Deliverables:

1. One (1) paper copy of 95% review drawings, technical specifications and final draft cost estimate.
2. One (1) flash drive of all files in Adobe PDF format for editing purposes.
3. One (1) paper copy of final stamped contract documents, technical specifications, drawings, and cost estimate. One (1) flash drive with ACAD, Word and Adobe PDF of project files suitable for reproduction or website incorporation for document distribution.

C. SERVICE FEES

Compensation for services of ENGINEER/SURVEYOR (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

<u>DESIGN PHASE:</u>			
<u>Task</u>	<u>Description</u>	<u>Type</u>	<u>Fee Amount</u>
1	Supplemental Site Planimetric Survey	Lump Sum	\$38,450
2	<u>Survey Services</u>		
	A. Property Corner Search/Boundary Analysis	Lump Sum	\$118,000
	B. Easement Exhibits	T&M NTE	\$206,000
	C. Easement Acquisition Coordination	T&M NTE	\$80,000
	D. Control	Lump Sum	\$23,000
	E. Photogrammetric Mapping	Lump Sum	\$57,000
	F. Subdivision/Land Division Plats	Lump Sum	\$77,000
	G. Plat Processing	T&M NTE	\$15,000
	H. Coordination Meetings	T&M NTE	\$13,000
	I. Right-of-Way Map	Lump Sum	\$5,000
	J. GIS Web Portal	Lump Sum	TBD
3	DAC, EBID and NMDOT Permits Acquisition	Lump Sum	\$16,000
4	30% Preliminary Draft Design	Lump Sum	\$128,000
5	60% Preliminary Draft Design	Lump Sum	\$128,000
6	95% Final Draft and Final Design	Lump Sum	\$158,000
	<i>Design Phase Services Subtotal:</i>		<i>\$1,062,450</i>
<u>REIMBURSABLE EXPENSES:</u>			
Reimbursable expenses including: reproduction of construction documents, postage/shipping, mileage, and newspaper advertisements will be invoiced at cost with no markups or fee added.			
	<i>Reimbursable Expenses (Time and Materials Not to Exceed)</i>		<i>\$ 10,000</i>
	 <i>TOTAL PROJECT PHASE FEE (Exclusive of NMGR)</i>		<i><u>\$1,072,450</u></i>

D. PROJECT SCHEDULE

See detailed project schedule with date listings within Exhibit E. The days shown are working days not calendar days. The estimated completion dates are based on the timely completion of the preceding tasks.

Engineering Professional Services Agreement

EXHIBIT C

CONSTRUCTION PHASE SCOPE OF SERVICES AND FEE SCHEDULE

This Scope of Services for the Lower Rio Grande Public Water Works Authority (LRGPWWA) is for work associated with the Mesquite-Brazito Sanitary Sewer Project. This new project work will be completed in a single phase of work and as further delineated by the September 14, 2014 Preliminary Engineering Report created by Vencor Engineering.

This Scope of Services defines the work, deliverables, and related fees for each project work task. Tasks of the individual phases are described in detail below. It is anticipated that this project will be funded exclusively with state and federal funding. Work tasks and their related documents that have been completed prior to this scope and are excluded are the following:

1. Preliminary Engineering Report by Vencor Engineering, September 2014
2. Environmental Information Document by Zia Engineering & Environmental, September 2012.
3. Cultural Resources Survey by Zia Engineering & Environmental, May 2013.
4. Public Meetings for PER or Environmental Information Document support, already conducted previously.
5. Geotechnical Report by LEC Engineering, June 2012
6. Computer Model on Sewer System by Vencor Engineering, May 2015

Additionally, due to separate funding sources managed by NMED, a separate scope of services and contract has been issued to LRGPWWA specifically for the following related professional services to be performed concurrently by BHI:

1. Document Research and Ownership Map: Research private lands within the project area and define the necessary utility easements required to enable the sewer infrastructure installation.

Throughout this document the terminology "OWNER" refers to LRGPWWA and "ENGINEER" or "SURVEYOR" refers to BHI.

A. PROJECT SCOPE DESCRIPTION

An overall exhibit has been created to clarify the project work area extents and the expected related infrastructure, and is titled "Exhibit F – Project Work Map". The currently assumed project infrastructure work scope consists of the following:

1. Primary Sewer Lift Stations: duplex submersible lift stations; total of seven (7) structures;
2. Gravity Collection Pipelines: 8-inch collection pipelines, including all related components such as manholes, borings, and surface replacement delineation; total of approximately 68,000 feet.
3. Grinder Pump Stations: individual residential simplex grinder pump station; total of 100 units.
4. Grinder Station Pressure Collection Piping: small diameter pressure piping, less than 3-inches diameter, including all related components and surface replacement delineation; total of

approximately 25,000 feet.

5. Abandon Residential Septic System: Abandon in place on individual residential lots and transition home sewer to public collection system, total of approximately 533 septic systems.
6. SCADA Radio Telemetry Units (RTU): Incorporate 10 existing lift stations and the 7 new lift stations with a SCADA RTU to bring all alarms back to a central alarming network for operator notification.

These project phases of professional services are broken down into several distinct tasks identified below in a work task outline:

CONSTRUCTION PHASE:

Task 1 – Bid Administration

Task 2 – Construction Administration

Task 3 – O&M Manual

Task 4 – Record Drawings and GIS Database Update

Task 5 – Construction Observation

B. CONSTRUCTION PHASE SERVICES

Task 1 – Bid Administration

Objective: Provide technical assistance to OWNER to solicit bids for the construction of the Project through a competitive bid process in conformance with current state and local procurement procedures.

Approach: ENGINEER will provide the following services throughout the bid phase of the project.

1. Prepare advertisement of Request for Bid to Contractors.
2. Place newspaper advertisement in local paper.
3. Conduct pre-bid meeting at the Project site.
4. All project construction documents distribution will be accomplished using a web portal for bid management called *Bid Tracker*. All prospective bidders and plan rooms will access electronic files for their reproduction use at bidder's expense. Website will require bidders to log in for access and will record a plan holders list. All bidder clarification inquiries on construction documents will be recorded and responded accordingly in contract addenda issued through the website. All communication will be managed internally through the website.
5. Attend a Bid Opening at OWNER's office.
6. Provide a certified tabulation of bids and assist OWNER in evaluating the bids.
7. Assist OWNER in verifying contractor compliance with bidding procedures, license requirements, and use of subcontractors.
8. Advise OWNER as to any irregularities in the bidder's bid proposal, if necessary.
9. Prepare a recommendation of award letter to the OWNER for review by OWNER counsel and approval.
10. Prepare a Notice of Award to be issued by the OWNER to the selected CONTRACTOR.
11. Compile as-awarded documents for execution by the contractor and the OWNER.

Assumptions:

1. Cost of newspaper advertisements will be a reimbursable cost.
2. The number of prime construction contracts for the work designed and specified to be advertised for bid is one (1) construction contract.
3. State wage rates and contract conditions for construction are required.
4. Services associated with responding to CONTRACTOR protests during the bidding phase, if any, are not included in the scope of work and will be provided on a time and materials basis as necessary as an additional service.

Deliverables:

1. Addenda, as required
2. Recommendation for award to OWNER staff
3. Notice of Award for execution
4. As-awarded contract documents for execution

Task 2 – Construction Administration

Objective: Document project compliance with the contract documents, specifications and plans as the work progresses. Provide effective communications and coordination between the OWNER, the ENGINEER and the CONTRACTOR during construction of the Project.

Approach: ENGINEER will provide construction administration of the construction contract on behalf of the OWNER to include the following:

1. Provide administration of the construction contract as required and defined in the Conditions of the Contract for Construction. The extent of the ENGINEER'S duties and responsibilities and the limitations of his authority thereunder shall not be modified without the OWNER'S written consent.
2. Be the representative of the OWNER during the construction phase, and advise and consult the OWNER. Instructions to the CONTRACTOR shall be forwarded only through the ENGINEER. The ENGINEER shall have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents and any amendments thereto.
3. Organize and conduct a pre-construction conference with the key stakeholders, including OWNER operations staff, CONTRACTOR and their subcontractors. The pre-construction meeting will allow all stakeholders in the project to meet and understand how the CONTRACTOR will approach the project and provide a schedule of events. Attendees will be allowed to raise concerns, and protocols will be established. As part of this meeting, attendees will provide contact information that will be copied and provided to all stakeholders. Meeting minutes will be documented and distributed.
4. Create an online project management documentation system to develop, store, maintain, and update all pertinent project information during construction and commissioning. The ENGINEER will create a web portal for construction management called *Project Tracker*. This web portal will track Requests for Information (RFIs), Design Revisions, Submittals/Shop Drawings, Pay Requests,

Change Orders and Field Reports. Field reports will be generated weekly based on daily inspection reports of the Resident Project Representative. All key personnel and agencies will be provided access to the website using a user name and password. Once access is established, *Project Tracker* will allow the user access to the documentation so that they have the latest information available to them at all times. ENGINEER'S assigned "gatekeeper" will monitor and facilitate the flow of information and maintain the website. Email notifications will keep each party responsible aware if they have any outstanding items pending. The web portal will automatically log all information in summary format, which will be used during construction progress meetings.

5. Make bi-monthly visits to the site or at such other times as appropriate during the progress of the Work, for the purposes of notifying the OWNER on the progress and condition of the Work and to adequately represent the OWNER. On the basis of on-site observations, the ENGINEER will endeavor to guard the OWNER against defects and deficiencies in the construction. ENGINEER will determine if any portion of the Work varies from the requirements of the Contract Documents, and immediately notify the CONTRACTOR and the OWNER of the nature of the work required to correct such non-compliance.
6. Render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the OWNER or the CONTRACTOR, and provide written decisions within a reasonable time on all claims, disputes, and other matters in question between the OWNER and the CONTRACTOR relating to the execution or progress of the Work or the interpretation of the Contract Documents.
7. Review the CONTRACTOR'S submittals, such as shop drawings, product data, and samples, for the conformance with the information given in the Contract Documents.
8. Review and determine the acceptability of any and all schedules that CONTRACTOR is required to submit to ENGINEER, including the Work Progress Schedules, Schedule of Submittals, and Schedule of Values.
9. Determine, certify, and make recommendations to the OWNER for payment of the amounts owed to the CONTRACTOR subject to the OWNER'S approval, based on observations at the site and on evaluations of the CONTRACTOR'S Applications for Payment.
10. Prepare all Change Orders, as necessary, as defined in the Conditions of the Contract for Construction.
11. Continuously monitor overall project funding including change orders, bid alternates additional work directives, and funding contingencies. Provide written updates on the overall project budget and "estimates to finish" at monthly.
12. Conduct observations to determine the Dates of Substantial Completion and Final Completion. The ENGINEER will obtain and forward to the OWNER for the OWNER'S review all closeout documents including written warranties, occupancy certificates, maintenance and operating instructions, schedules, guarantees, bonds, evidence of insurance required by the Contract Documents, and other related documents required by the Contract Documents and assembled by the CONTRACTOR.

Assumptions:

1. The Construction Phase will commence with the execution of the Contract for Construction and end with the final payment to the CONTRACTOR.
2. The extent of the duties, responsibilities, and limitations of authority of the ENGINEER as the OWNER'S representative during construction shall not be modified or extended without written consent of the OWNER and the ENGINEER.
3. The ENGINEER shall have access at all times to the project work site, whether it is in a preparation or progress stage.
4. The ENGINEER shall have authority to reject any work which does not conform to the Contract Documents. Where rejected work is not promptly corrected, the ENGINEER shall recommend to the OWNER that all project work shall stop. Whenever, in the ENGINEER'S professional opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the ENGINEER will have authority to require special inspection or testing of all project work in accordance with the provisions of the Contract Documents.

Deliverables:

1. Pre-construction conference meeting agenda and minutes
2. Certification of CONTRACTOR pay requests and change orders.
3. Executed Substantial Completion document.
4. Executed Final Completion Document.
5. One (1) CD of a final Windows file tree from *Project Tracker*, including a log of all submittals, notations, RFI's, interpretations of documents, and field directives.

Task 3: Operation and Maintenance Manual

Objective: Provide written procedures for the collection system operations staff to use to operate and maintain new facility equipment upon completion.

Approach: ENGINEER will provide the following services to deliver a Operations and Maintenance (O&M) Manual relative to the equipment installed:

1. Review operations and maintenance manuals for individual equipment and/or system components that are required as part of the construction contract. Ensure each manual properly includes major sections that include a general description of the system or equipment, installation instructions, theory of operation, standard operating procedure and troubleshooting shooting, regular and preventive maintenance, part lists and drawings.
2. Ensure completion of on-site field training and video taping of equipment installations as required by the contract documents.

3. Prepare overall facility operations summary that connects individual equipment and systems into previously established operations plan. Operations summary will include equipment layout, operational theory and process control, flow schematics, hydraulic routing and valve scheduling and operational sequence, electrical and instrumentation control references, emergency operations, shutdown procedures and troubleshooting guidelines.
4. Aggregate new equipment O&M manuals, into overall OWNER O&M manual paper binder or GIS resource system that can be referenced by the operations staff on a daily basis.
5. Compile all digital O&M Manuals from equipment suppliers on CDs for archiving within overall OWNER digital database for computer research and viewing.

Assumptions:

1. All equipment supplier O&M manuals will be provided in digital format as part of the construction contract.

Deliverables:

1. One complete O&M manual.
2. Field training reports and videos
3. Electronic archive of all O&M data.

Task 4: Record Drawings and GIS Database Update

Objective: To prepare permanent records of the Project upon completion.

Approach: The ENGINEER will provide the following services to prepare the records for the project:

1. Ensure the CONTRACTOR maintains an up-to-date set of project construction drawings as the project work progresses until final completion.
2. Using the CONTRACTOR field mark-ups, the ENGINEER shall modify the original reproducible drawings, delineating recorded built conditions of the project work showing all changes from the as-advertised drawing stage.
3. CONTRACTOR shall be required as part of their contract to conduct a final survey of all manholes and forcemain clean-outs at project completion to create a point database that will be used to create an ArcGIS file to overlay on the OWNER GIS database.

Assumptions:

1. OWNER shall have ArcView or ArcGIS software capability.

Deliverables:

1. One (1) paper copy of record drawings.
2. One (1) flash drive of record drawings in Adobe PDF format.
3. One (1) ArcGIS map database with all pertinent shapefiles for all recorded features.

Task 5 – Construction Observation

Objective: Provide a full time Resident Project Representative (RPR) during the construction period of the project. Through the observations of such RPRs, the ENGINEER shall provide further protection for the OWNER against defects and deficiencies in the CONTRACTOR Work to determine that the Work is carried out in conformance with the plans and specifications.

Approach: The RPR, on behalf of the ENGINEER, will provide construction observation of the construction contract on behalf of the OWNER to include the following:

Coordination

1. Act as OWNER's agent at the site as directed by and under the supervision of ENGINEER. The RPR's dealings in matters pertaining to the on-site work shall in general be with OWNER and the CONTRACTOR. RPR's dealings with subcontractors shall only be through or with full knowledge and approval of the CONTRACTOR. Serve as OWNER's liaison with CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist in understanding the intent of the contract documents.
2. Coordinate with the CONTRACTOR for the safe storage of equipment and materials at the job site, establish designated procedures for construction activities that will interface with project functions such as site access, waste disposal, and perimeter delineation, and assist the CONTRACTOR in becoming familiar with other operational activities affected by the Work.
3. Coordinate the activities of the materials testing laboratory and other special consultants retained by CONTRACTOR or OWNER to perform special services during the course of the Work.
4. Organize, schedule, direct and otherwise attend meetings with the CONTRACTOR, OWNER, and other parties affected by the Work, such as preconstruction conferences, progress meetings, job conferences and other project related meetings. Prepare and circulate copies of minutes thereof.
5. Accompany visitors representing the public or other agencies having jurisdiction over the project; record these visits and results of these visits, and report to OWNER.
6. Report to OWNER when clarification and interpretations of contract documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued.
7. Consider and evaluate CONTRACTOR's suggestions for modifications in drawings or specifications and report with RPR's recommendations to OWNER. Transmit to CONTRACTOR decisions as issued by OWNER and ENGINEER.

8. Consult with OWNER in advance of scheduled major tests, inspections, start of important phases of Work or delivery of items furnished by OWNER.

Documentation

1. Record names, addresses, and telephone numbers of all emergency services, public and private utilities, contractors, subcontractors, and major suppliers of materials and equipment.
2. Review the progress schedule, schedule of shop drawings and schedule of values prepared by the CONTRACTOR and consult with OWNER concerning acceptability.
3. Record dates of receipt of material samples received from the CONTRACTOR at the site and notify OWNER of the availability of samples for examination.
4. Maintain at the jobsite orderly files of correspondence, reports of job conferences, approved shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, OWNER's and ENGINEER's clarifications and interpretations of contract documents, progress reports, requests for payment, and other project related documents.
5. Keep a daily record of CONTRACTOR hours on the job-site, staffing levels, equipment in use, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of jobsite visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; make daily reports of all inspection personnel available to OWNER using *Project Tracker*.
6. Using *Project Tracker*, compile a complete photographic journal of the project progress; include photos of construction processes, completed work, severe weather conditions; take photos on both a random and scheduled basis showing changes in the project site from designated locations over the course of the project.
7. Compile and distribute a written progress report of project progress on a weekly basis to OWNER, CONTRACTOR and other parties designated by OWNER.
8. Review applications for payment submitted by the CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER for Certification, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site, but not incorporated in the Work.
9. Ensure that the CONTRACTOR updates on a regular basis and maintains one set of project documents to be designated "record drawings" at the end of the construction phase. Ensure that the documents are turned over to the ENGINEER at the end of the project for incorporation into the contract documents and submission to OWNER.
10. Document proposed changes in the Work; request costs from the CONTRACTOR for proposed scope changes; evaluate proposed changes and CONTRACTOR estimates for impact on schedule and budget and make recommendations regarding proposed changes to OWNER.

Inspection

1. Be present at the jobsite during at least 90% of all work hours in which the CONTRACTOR, subcontractors, or other parties to the project are performing Work covered by the contract documents that is essential to project function, performance and aesthetic quality.
2. Monitor CONTRACTOR progress of the Work, evaluate CONTRACTOR work force and equipment dedicated to the project and report to OWNER on acceptability of the same throughout the course of the Work.
3. Advise OWNER, ENGINEER and CONTRACTOR of the commencement of any Work for which approved shop drawings or samples have not been received by RPR at the site.
4. Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the contract documents.
5. Issue non-conformance reports to the CONTRACTOR for any work not in substantial compliance with the contract documents. Report to OWNER and ENGINEER whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise OWNER of work the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
6. Require such special inspections or tests of CONTRACTOR's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
7. Submit to CONTRACTOR a list of observed items that will require completion or correction prior to issuing a certificate of substantial completion.
8. Participate in a final inspection in the company of OWNER, ENGINEER, the CONTRACTOR and other interested parties; prepare a final list of items to be completed or corrected. Ensure that punch list items are completed, and consult with OWNER concerning final acceptance of the project.
9. Prepare a final construction report for the project outlining project conditions, events, progress, and other pertinent aspects. Identify project specifics that worked well and other areas that can be improved for future reference for other projects.

Limitations of Authority

In conjunction with the above Scope of Work, the RPR shall not:

1. Authorize any deviation from the contract documents or substitution of materials or equipment unless authorized by OWNER either verbally or by written order.
2. Exceed limitations of ENGINEER's authority as set forth in the contract documents.
3. Assume any of the responsibilities of the CONTRACTOR, subcontractors, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

6. Authorize OWNER to occupy the project in whole or in part.

Assumptions:

1. Temporary office space for inspection personnel will be provided by the CONTRACTOR as part of the construction contract.
2. ENGINEER will provide inspection personnel and all equipment necessary to perform the functions as described.
3. Specialized inspection and testing equipment, if any, will be provided by the CONTRACTOR as specified in the construction contract documents.

Deliverables:

1. Daily Activity Reports through *Project Tracker*
2. Photo journal of project progress through *Project Tracker*
3. Verification of CONTRACTOR pay requests and change orders

C. SERVICE FEES

Compensation for services of ENGINEER (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

CONSTRUCTION PHASE:

Task	Description	Type	Fee Amount
1	Bid Administration	Lump Sum	\$15,000
2	Construction Administration	Lump Sum	\$82,000
3	O&M Manual	Lump Sum	\$12,000
4	Record Drawings and GIS Database Update	Lump Sum	\$16,000
5	Construction Observation	T&M NTE	\$205,000
Construction Phase Services Subtotal:			\$330,000

REIMBURSABLE EXPENSES:

Reimbursable expenses including: reproduction of construction documents, postage/shipping, mileage, and newspaper advertisements will be invoiced at cost with no markups or fee added.

Reimbursable Expenses (Time and Materials Not to Exceed) \$ 17,500

TOTAL PROJECT PHASE FEE (Exclusive of NMGRT) \$347,500

D. PROJECT SCHEDULE

See detailed project schedule with date listings within Exhibit F. The days shown are working days not calendar days. The estimated completion dates are based on the timely completion of the preceding tasks.

Engineering Professional Services Agreement

EXHIBIT D

OPERATIONAL PHASE SCOPE OF SERVICES AND FEE SCHEDULE

This Scope of Services for the Lower Rio Grande Public Water Works Authority (LRGPWWA) is for work associated with the Mesquite-Brazito Sanitary Sewer Project. This new project work will be completed in a single phase of work and as further delineated by the September 14, 2014 Preliminary Engineering Report created by Vencor Engineering.

This Scope of Services defines the work, deliverables, and related fees for each project work task. Tasks of the individual phases are described in detail below. It is anticipated that this project will be funded exclusively with state and federal funding. Work tasks and their related documents that have been completed prior to this scope and are excluded are the following:

1. Preliminary Engineering Report by Vencor Engineering, September 2014
2. Environmental Information Document by Zia Engineering & Environmental, September 2012.
3. Cultural Resources Survey by Zia Engineering & Environmental, May 2013.
4. Public Meetings for PER or Environmental Information Document support, already conducted previously.
5. Geotechnical Report by LEC Engineering, June 2012
6. Computer Model on Sewer System by Vencor Engineering, May 2015

Additionally, due to separate funding sources managed by NMED, a separate scope of services and contract has been issued to LRGPWWA specifically for the following related professional services to be performed concurrently by BHI:

1. Document Research and Ownership Map: Research private lands within the project area and define the necessary utility easements required to enable the sewer infrastructure installation.

Throughout this document the terminology "OWNER" refers to LRGPWWA and "ENGINEER" or "SURVEYOR" refers to BHI.

A. PROJECT SCOPE DESCRIPTION

An overall exhibit has been created to clarify the project work area extents and the expected related infrastructure, and is titled "Exhibit F – Project Work Map". The currently assumed project infrastructure work scope consists of the following:

1. Primary Sewer Lift Stations: duplex submersible lift stations; total of seven (7) structures;
2. Gravity Collection Pipelines: 8-inch collection pipelines, including all related components such as manholes, borings, and surface replacement delineation; total of approximately 68,000 feet.
3. Grinder Pump Stations: individual residential simplex grinder pump station; total of 100 units.
4. Grinder Station Pressure Collection Piping: small diameter pressure piping, less than 3-inches diameter, including all related components and surface replacement delineation; total of

approximately 25,000 feet.

5. Abandon Residential Septic System: Abandon in place on individual residential lots and transition home sewer to public collection system, total of approximately 533 septic systems.
6. SCADA Radio Telemetry Units (RTU): Incorporate 10 existing lift stations and the 7 new lift stations with a SCADA RTU to bring all alarms back to a central alarming network for operator notification.

This project phase of professional services is identified below:

OPERATIONAL PHASE:

Task 1 – Warranty Period Compliance Support

B. OPERATIONAL PHASE

Task 1 – Warranty Period Compliance Support

Objective: ENGINEER will provide continuous support throughout the twelve month warranty period to begin at Project Substantial Completion. ENGINEER will perform services throughout this period as follows:

Task Work Elements:

1. ENGINEER shall identify CONTRACTOR emergency contact information to be used for notifications.
2. ENGINEER shall establish a protocol for emergency and non-emergency failures and associated acceptable response times for correction.
3. ENGINEER shall coordinate OWNER warranty items to CONTRACTOR and assure a proper response.
4. ENGINEER shall attend a mandatory 11-month warranty meeting to review all aspects of Project Work to discuss any unresolved warranty items.

Assumptions:

1. CONTRACTOR will have staff available throughout period, will be carbon copied on all communication, and will be responsive.

Deliverables:

1. Eleven –month warranty period punchlist.
2. Letter of Project Completion

C. SERVICE FEES

Compensation for services of ENGINEER (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

OPERATIONAL PHASE:

Task	Description	Type	Fee Amount
1	Warranty Period Compliance Support	Lump Sum	\$12,000

Operational Phase Services Subtotal: ***\$12,000***

REIMBURSABLE EXPENSES:

Reimbursable expenses including: reproduction of construction documents, postage/shipping, mileage, and newspaper advertisements will be invoiced at cost with no markups or fee added.

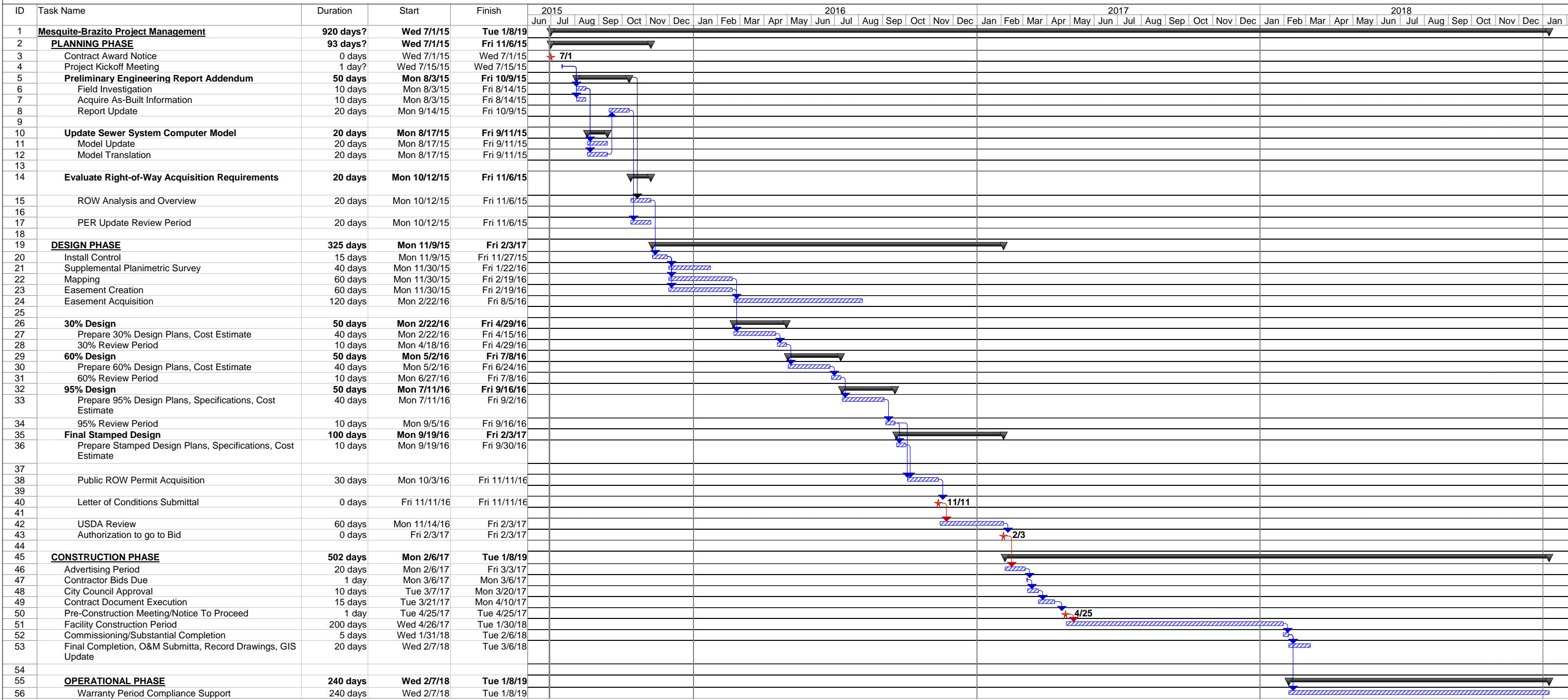
Reimbursable Expenses (Time and Materials Not to Exceed) ***\$ 250***

TOTAL PROJECT PHASE FEE (Exclusive of NMGRT) ***\$12,250***

D. PROJECT SCHEDULE

See detailed project schedule with date listings within Exhibit E. The days shown are working days not calendar days. The estimated completion dates are based on the timely completion of the preceding tasks.

EXHIBIT E - PROJECT SCHEDULE



LOWER RIO GRANDE PUBLIC WATE Mesquite-Brazito Sewer System Impro	Task		Project Summary		Inactive Task		Duration-only		Finish-only		Progress
	Split		External Tasks		Inactive Milestone		Manual Summary Rollup		Progress		Deadline
	Milestone		External Milestone		Inactive Summary		Manual Summary		Start-only		Deadline
	Summary		Inactive Task		Manual Task		Start-only		Start-only		Deadline

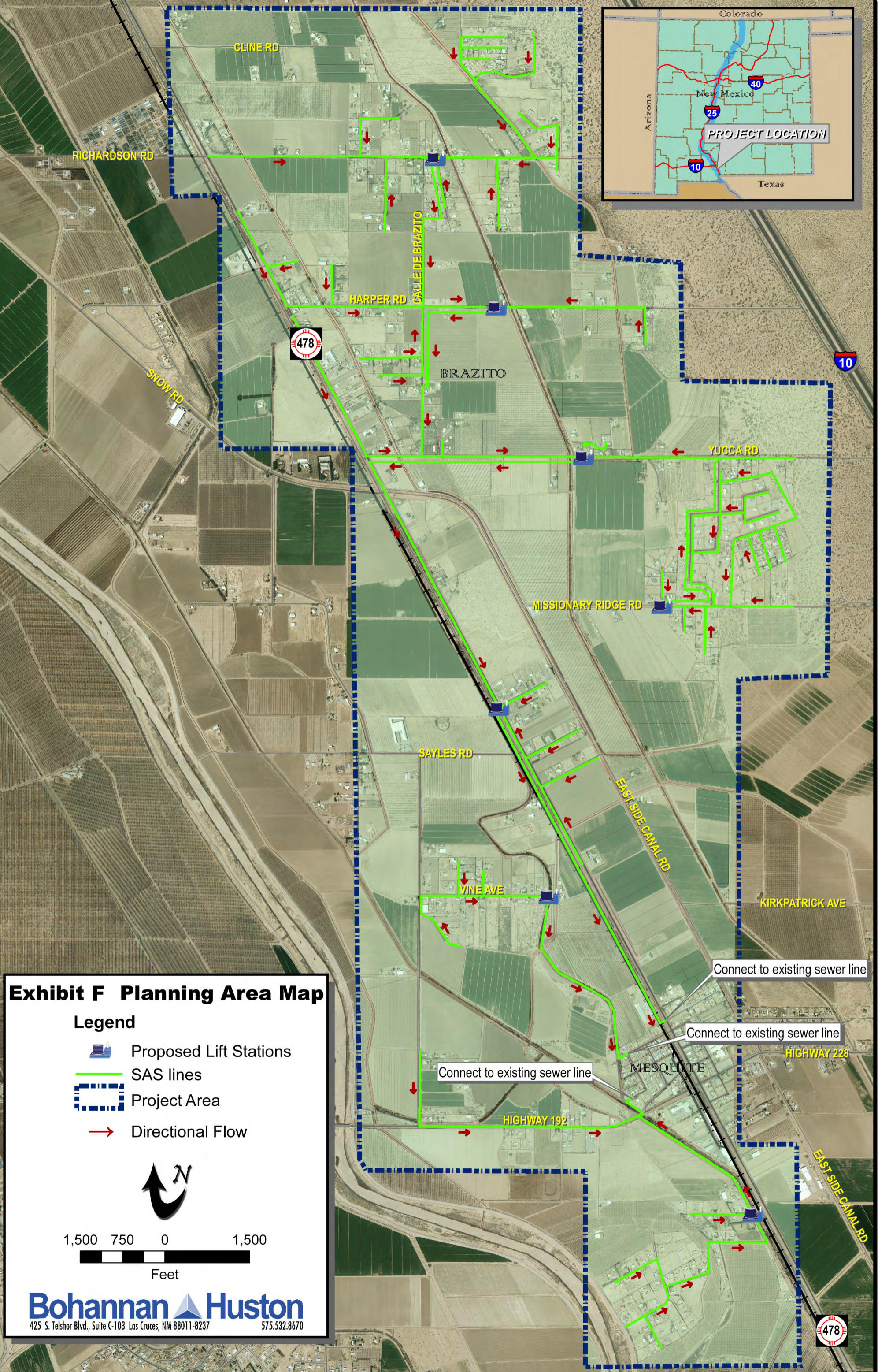




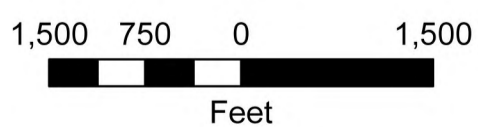


Exhibit F Planning Area Map

Legend

-  Proposed Lift Stations
-  SAS lines
-  Project Area
-  Directional Flow



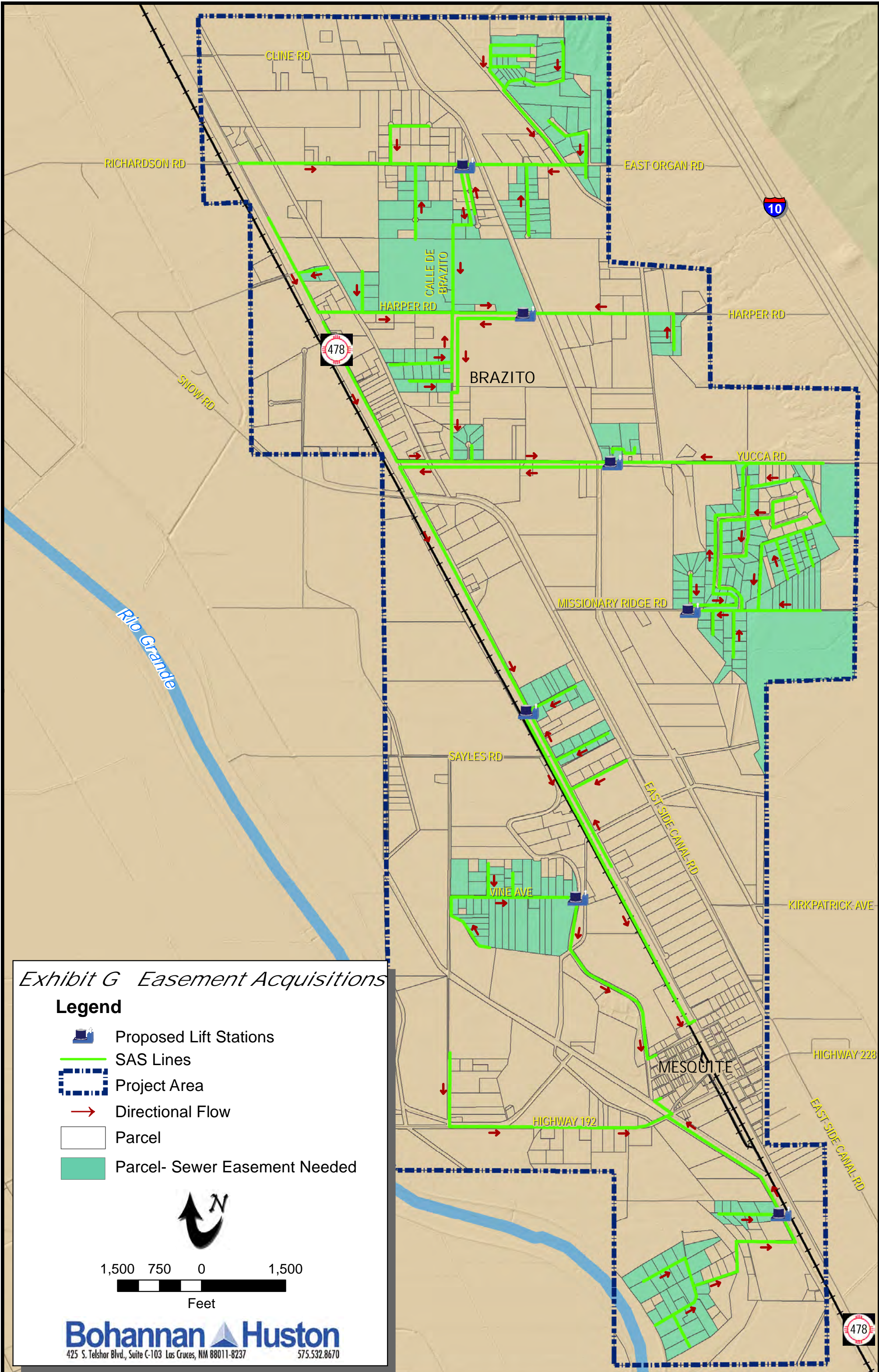








Exhibit G Easement Acquisitions

Legend

-  Proposed Lift Stations
-  SAS Lines
-  Project Area
-  Directional Flow
-  Parcel
-  Parcel- Sewer Easement Needed



1,500 750 0 1,500



Feet



June 26, 2015

Karen Nichols, Project Manager
Lower Rio Grande Public Water Works Authority
325 Holguin Road Box C
Vado, NM 88072

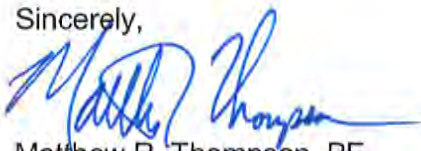
RE: Proposal for Professional Services: Mesquite –Brazito Sewer System
Improvements
NMED Contract Basis for Separate and Partial Project Services

Dear Karen:

Bohannon Huston, Inc., (BHI) is pleased to provide this engineering services agreement for the above referenced work to the Lower Rio Grande Public Water Works Authority (Authority). This contract basis is the currently updated New Mexico Environment Department (NMED) approved version with the special condition you requested. This contract basis is for an early planning task that is to define the necessary project easements and would be done concurrently with the engineering report update. The intent of this small contract was to be allocated to a single \$30,000 grant you have dedicated to be done first. All other work tasks are defined in a separate contract, which will be submitted under separate correspondence.

If acceptable, then please sign both copies of the two agreements enclosed and return one copy to BHI. If you have any questions, please contact me directly at 575-532-8670. Thank you and we look forward to working with you on this project.

Sincerely,



Matthew R. Thompson, PE
Sr. Vice President

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

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

THIS Agreement, made this ____ day of ____ 2015 by and between Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and Bohannon Huston 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 Sanitary Sewer Collection System for the Mesquite-Brazito area including gravity pipelines, manholes, lift stations, forcemains, sewer connections and septic tank abandonments.

in ____ 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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- Engineering Services During the Design Phase
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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 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.

(g) The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

(h) This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

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”)

This Contract Agreement is amended to include the following provisions between the mentioned parties:

Final submittal of documents shall also be submitted in pdf file format that can be transmitted electronically (i.e., files must be small enough to be transmitted by email and to be uploaded). All elements of the final submittal (i.e., AutoCad files, water & wastewater models, GIS/GPS data files, technical specifications, MicroSoft Word files, etc.) shall be submitted in their original electronic working formats. In addition, final project Planning Reports and Preliminary Engineering Reports (PER) shall be provided in their original electronic working formats to facilitate the use of specific excerpts by the Lower Rio Grande Public Water Works Authority (LRGPWWA) for such reports assembled for grant and other funding applications, presentations to Legislative Committees or similar uses as deemed necessary by the LRGPWWA. Final electronic working reports will not be stamped or signed by the Engineer of Record.

The reports, plans, specifications and other engineering products created by BOHANNAN HUSTON INC. (BHI) and its subconsultants, are created specifically for the project and are intended to be used only for this project. The LRGPWWA agrees, to the fullest extent permitted by law, to indemnify and hold BHI and its subconsultants harmless from any claim, liability or cost (including reasonable attorney fees and defense costs) arising or allegedly arising out of any reuse or modification to the approved final plans and specifications by the LRGPWWA or any person or entity that acquires the approved final plans and specifications from or through the LRGPWWA.

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the engineer will only be able to submit one invoice at the end of the project upon approval of the planning document.

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: LRGPWWA
By _____
Type Name _____
Title _____
Date _____

ATTEST: Diana Gomez
Type Name Diana Gomez
Title Admin. Assistant
Date June 26, 2015

ENGINEER: Bohannon Huston Inc.
By [Signature]
Type Name Matthew R. Thompson
Title Senior Vice President
Address 4255. Telshor Blvd. Clo3
Las Cruces, NM 88011
Date June 26, 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 ____ day of ____, 2015 by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and Bohannon Huston Inc., the ENGINEER, the OWNER and ENGINEER agree this ____ day of ____, 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 \$28,000, 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 180 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 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$10,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$10,000,000 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 1.10 (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 invoices

The rest of the page is intentionally left blank

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.

ATTEST: _____
Type Name _____
Title _____
Date _____

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

ATTEST: Diana Gomez
Type Name Diana Gomez
Title Admin. Assistant
Date June 26, 2015

ENGINEER: Bohannon Huston Inc.
By [Signature]
Type Name Matthew R. Thompson
Title Senior Vice President
Address 425 S. Elshar Blvd, Clo3
Las Cruces, NM 88011
Date June 26, 2015

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

Engineering Professional Services Agreement

EXHIBIT A

PLANNING PHASE SCOPE OF SERVICES AND FEE SCHEDULE

This Scope of Services for the Lower Rio Grande Public Water Works Authority (LRGPWWA) is for work associated with the Mesquite-Brazito Sanitary Sewer Project. This new project work will be completed in a single phase of work and as further delineated by the September 14, 2014 Preliminary Engineering Report created by Vencor Engineering.

This Scope of Services defines the work, deliverables, and related fees for each project work task. Tasks of the individual phases are described in detail below. It is anticipated that this project will be funded exclusively with state and federal funding. Work tasks and their related documents that have been completed prior to this scope and are excluded are the following:

1. Preliminary Engineering Report by Vencor Engineering, September 2014
2. Environmental Information Document by Zia Engineering & Environmental, September 2012.
3. Cultural Resources Survey by Zia Engineering & Environmental, May 2013.
4. Public Meetings for PER or Environmental Information Document support, already conducted previously.
5. Geotechnical Report by LEC Engineering, June 2012
6. Computer Model on Sewer System by Vencor Engineering, May 2015

Additionally, due to separate funding sources a separate scope of services has been issued to LRGPWWA specifically for the following related professional services to be performed concurrently by BHI under a separate contract:

PLANNING PHASE:

- Task 1 – Project Communication and Management
- Task 2 – Preliminary Engineering Report Addendum
- Task 3 – Update Sewer System Computer Model

DESIGN PHASE:

- Task 4 – Supplemental Site Planimetric Survey
- Task 5 – Survey Services
- Task 6 – 30% Preliminary Draft Design Plans for Concept Review
- Task 7 – 60% Preliminary Draft Design Plans for Configuration Review
- Task 8 – 95% Final Draft and Final Stamped Design Plans, Contract Documents and Technical Specifications

CONSTRUCTION PHASE:

- Task 9 – Bid Administration
- Task 10 – Construction Administration
- Task 11 – O&M Manual
- Task 12 – Record Drawings and GIS Database Update
- Task 13 – Construction Observation

OPERATIONAL PHASE:

- Task 14 – Warranty Period Compliance Support

Throughout this document the terminology “OWNER” refers to LRGPWWA and “ENGINEER” or “SURVEYOR” refers to BHI.

A. PROJECT SCOPE DESCRIPTION

An overall exhibit has been created to clarify the project work area extents and the expected related infrastructure, and is titled “Exhibit C – Project Work Map”. The currently assumed project infrastructure work scope consists of the following:

1. Primary Sewer Lift Stations: duplex submersible lift stations; total of seven (7) structures;
2. Gravity Collection Pipelines: 8-inch collection pipelines, including all related components such as manholes, borings, and surface replacement delineation; total of approximately 68,000 feet.
3. Grinder Pump Stations: individual residential simplex grinder pump station; total of 100 units.
4. Grinder Station Pressure Collection Piping: small diameter pressure piping, less than 3-inches diameter, including all related components and surface replacement delineation; total of approximately 25,000 feet.
5. Abandon Residential Septic System: Abandon in place on individual residential lots and transition home sewer to public collection system, total of approximately 533 septic systems.

The project phase of professional services for this contract consists of a single task:

PLANNING PHASE:

- Task 1 - Document Research and Ownership Map: Research private lands within the project area and define the necessary utility easements required to enable the sewer infrastructure installation.

B. PLANNING PHASE

Objective: Includes providing surveying services to coordinate document research for 315 properties to guide the process of easement acquisitions. See Exhibit D for an assumed easement location layout.

Approach:

Task Work Elements:

A. Document Research/Ownership Map:

SURVEYOR will acquire vesting documents and plats for 315 properties for the purpose of identifying the owner and the legal document that includes a boundary of the property. Once we have collected the appropriate documents, an ownership map will be produced that will show the locations of easements that are needed through an existing road right of way, an existing access easement, an existing access and or utility easement, and through otherwise unencumbered private land. This Ownership Map will be used to guide the new easement acquisition and negotiation process.

Deliverables:

1. Ownership Map displaying the private land easements that will be required to be acquired.

C. FEE ESTIMATE

Compensation for services of ENGINEER/SURVEYOR (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

PLANNING PHASE:

<u>Task</u>	<u>Description</u>	<u>Type</u>	<u>Fee Amount</u>
1	Document Research/Ownership Map	Lump Sum	\$28,000

Planning Phase Services Subtotal: ***\$28,000***

TOTAL PROJECT PHASE FEE (Exclusive of NMGR) ***\$28,000***

D. PROJECT SCHEDULE

See detailed project schedule with date listings within Exhibit E. The days shown are working days not calendar days. This task is estimated to take 180 days to complete. The estimated completion dates are based on the timely completion of the preceding tasks.

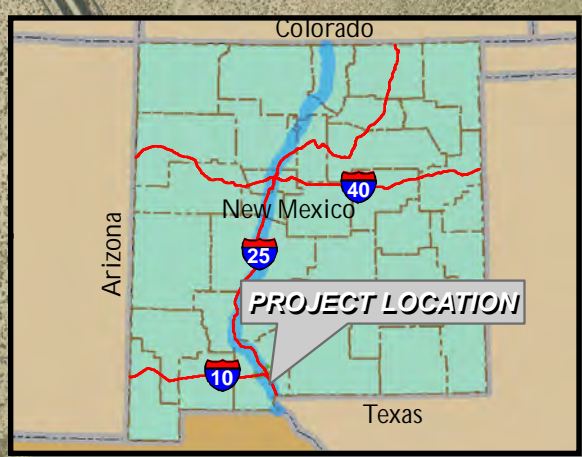
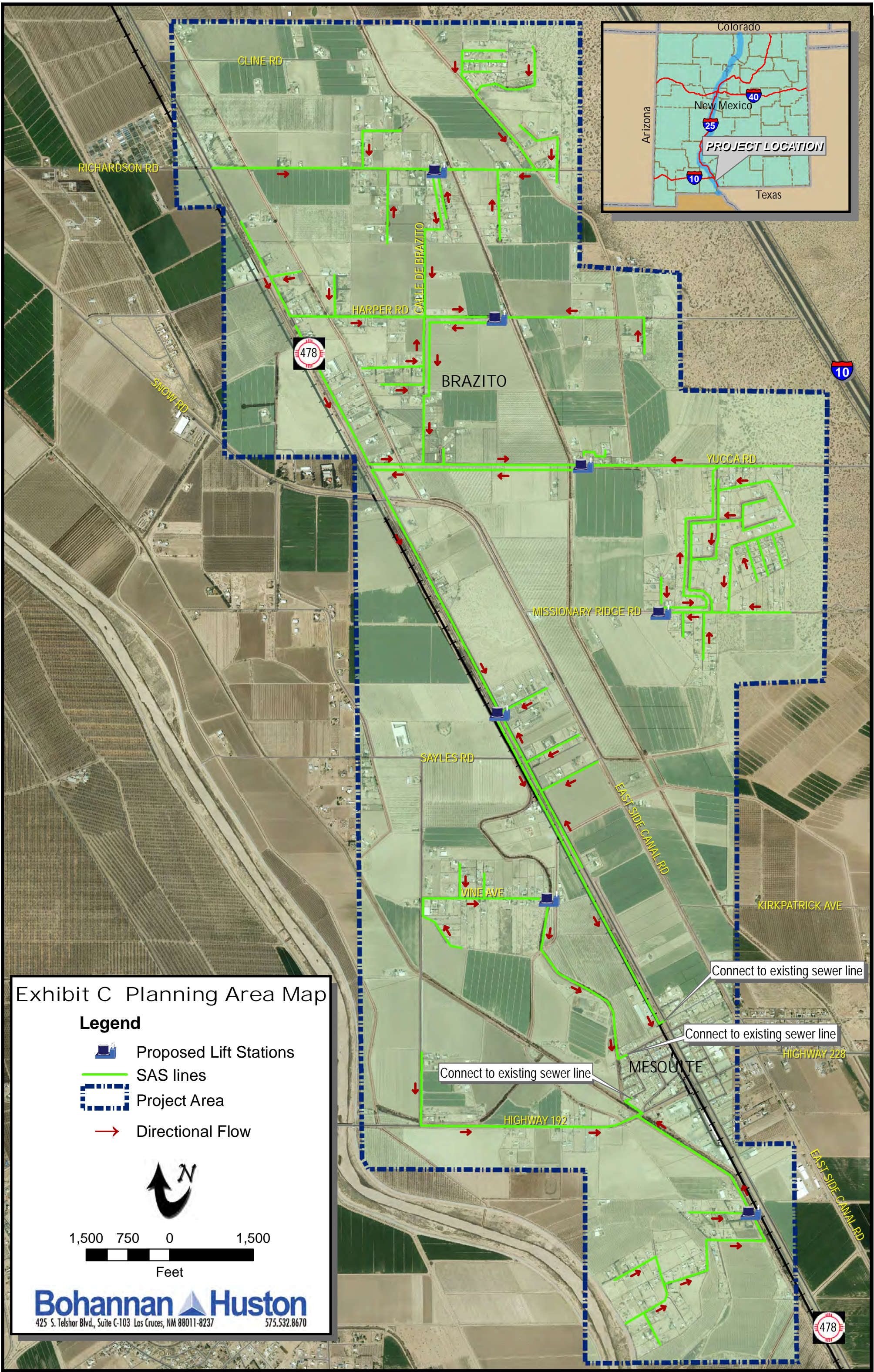




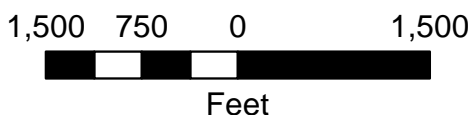


Exhibit C Planning Area Map

Legend

-  Proposed Lift Stations
-  SAS lines
-  Project Area
-  Directional Flow



Bohannon Huston
 425 S. Telshor Blvd., Suite C-103 Las Cruces, NM 88011-8237 575.532.8670

Connect to existing sewer line

Connect to existing sewer line

Connect to existing sewer line



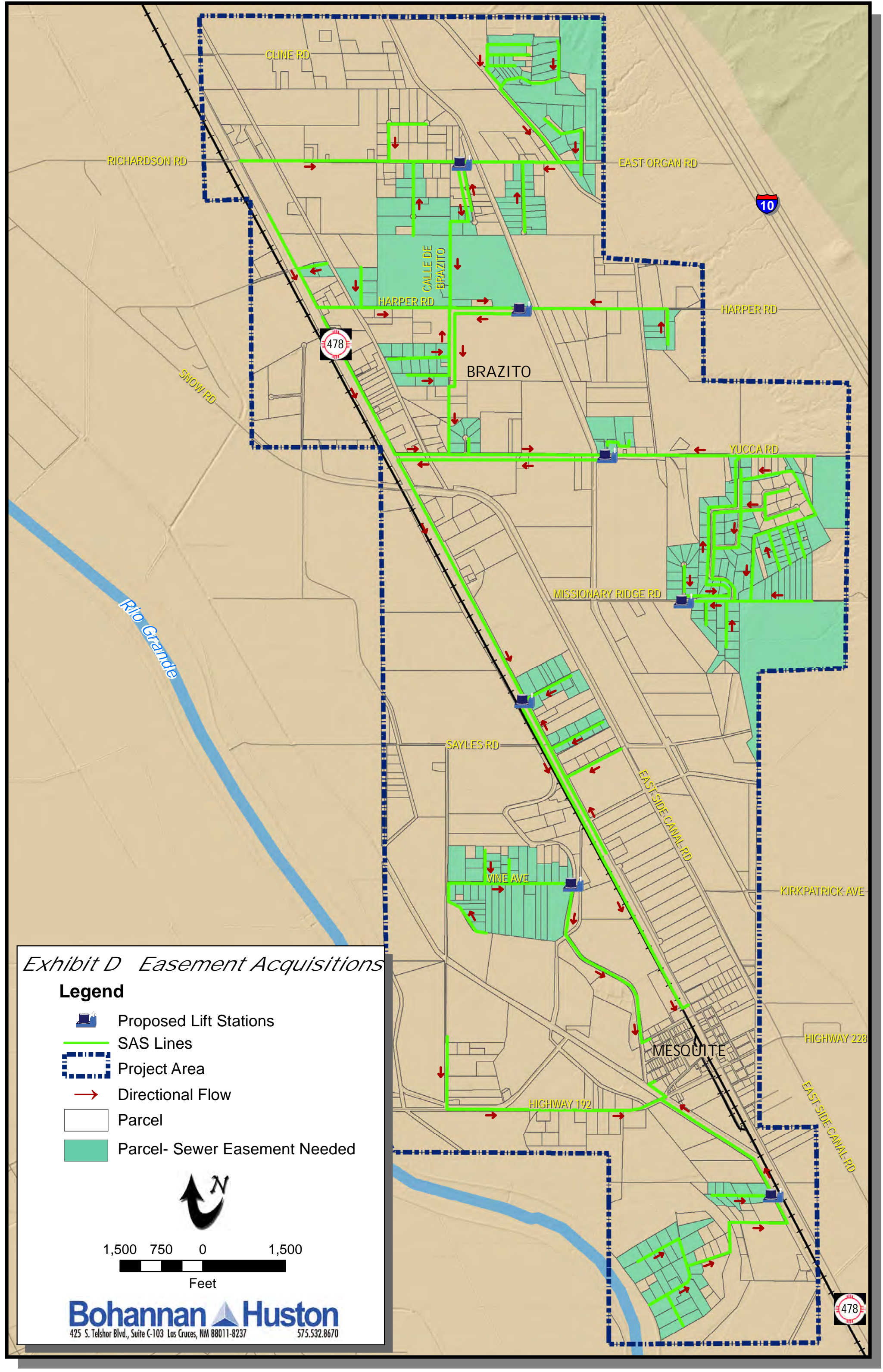








Exhibit D Easement Acquisitions

Legend

-  Proposed Lift Stations
-  SAS Lines
-  Project Area
-  Directional Flow
-  Parcel
-  Parcel- Sewer Easement Needed



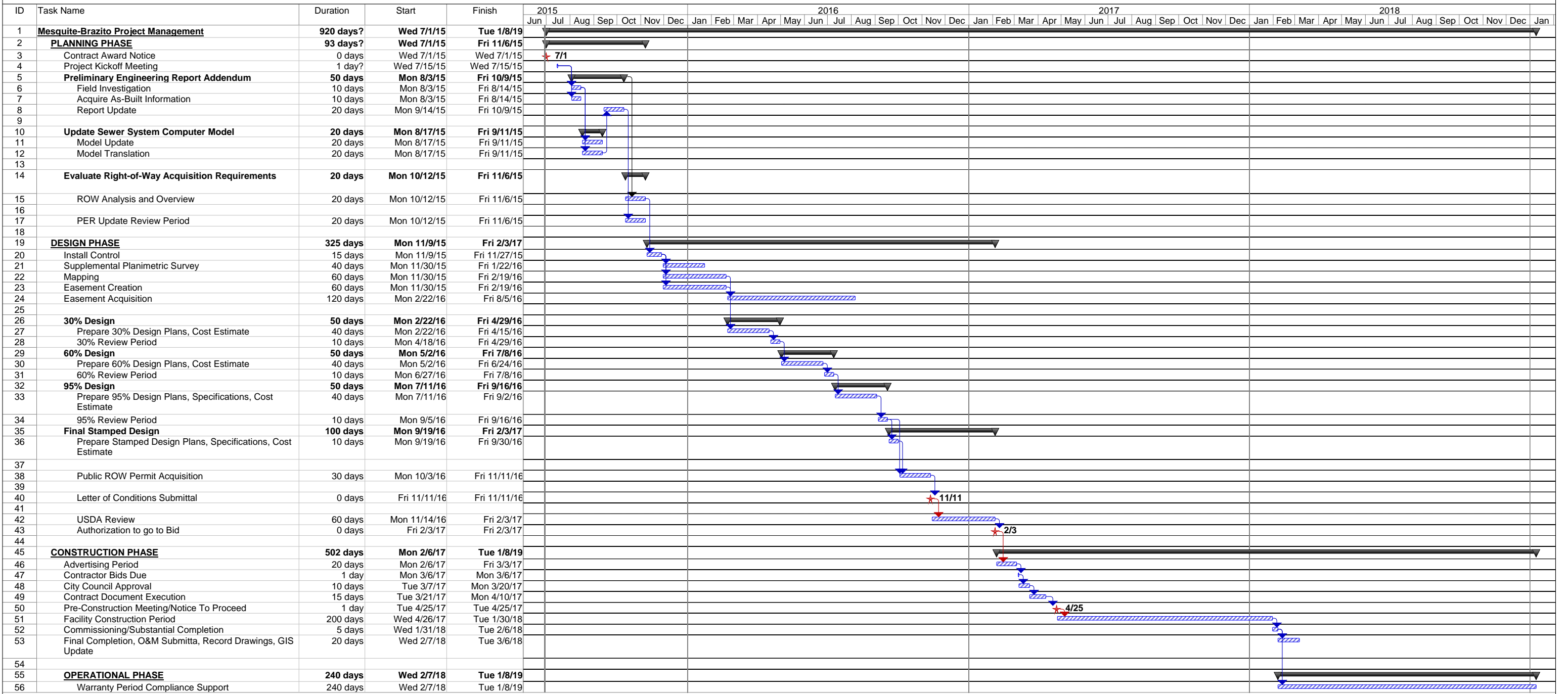
1,500 750 0 1,500



Feet



EXHIBIT E - PROJECT SCHEDULE



LOWER RIO GRANDE PUBLIC WATE
Mesquite-Brazito Sewer System Impro

Task		Project Summary		Inactive Task		Duration-only		Finish-only		Progress
Split		External Tasks		Inactive Milestone		Manual Summary Rollup		Progress		Deadline
Milestone		External Milestone		Inactive Summary		Manual Summary		Deadline		
Summary		Inactive Task		Manual Task		Start-only				



lrgauthority.org

LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2016-01 Final Budget for Fiscal Year 2016

Whereas, in order to comply with Sections 6-6-1 and 6-6-2 NMSA 1978 and to apply for CDBG funding, the Board of Directors wishes to adopt and pass a resolution to approve and adopt the FY2016 Final Budget on July 15, 2015.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution to approve and adopt the FY2016 Final Budget officially approve on July 15, 2015.

PASSED, APPROVED, AND ADOPTED: July 15, 2015.

Roberto M. Nieto, Chairman

Seal:

Alma Boothe, Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
STATEMENT OF BUDGET, INCOME AND EQUITY

Schedule 1

Name	Address
------	---------

(1) <u>OPERATING INCOME</u>	PRIOR YEAR <u>Actual</u> (2)	ANNUAL BUDGET BEG _____ END _____ (3)	For the _____ Months Ended _____ CURRENT YEAR		Actual YTD (Over) Under Budget Col. 3 - 5 = 6 (6)
			Actual Data		
			Current Quarter (4)	Year To Date (5)	
1. _____					
2. _____					
3. _____					
4. _____					
5. Miscellaneous					
6. Less: Allowances and Deductions					
7. Total Operating Income (Add lines 1 through 6)					
<u>OPERATING EXPENSES</u>					
8. _____					
9. _____					
10. _____					
11. _____					
12. _____					
13. _____					
14. _____					
15. Interest					
16. Depreciation					
17. Total Operating Expense (Add Lines 8 through 16)					
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)					
<u>NONOPERATING INCOME</u>					
19. _____					
20. _____					
21. Total Nonoperating Income (Add 19 and 20)					
22. NET INCOME (LOSS) (Add lines 18 and 21)					
23. Equity Beginning of Period					
24. _____					
25. _____					
26. Equity End of Period (Add lines 22 through 25)					

Budget and Annual Report Approved by Governing Body	Quarterly Reports Certified Correct
---	-------------------------------------

_____ Secretary	_____ Date	_____ Appropriate Official	_____ Date
--------------------	---------------	-------------------------------	---------------

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0572-0137. The time required to complete this information collection is estimated to average 2-1/2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

SUPPLEMENTAL DATA

The Following Data Should Be Supplied Where Applicable

Circle One

1. ALL BORROWERS

- a. Are deposited funds in institutions insured by the Federal Government? Yes No
- b. Are you exempt from Federal Income Tax? Yes No
- c. Are Local, State and Federal Taxes paid current? Yes No
- d. Is corporate status in good standing with State? Yes No

e. List kinds and amounts of insurance and fidelity bond: Complete Only when submitting annual budget information:

<u>Insurance Coverage and Policy Number</u>	<u>Insurance Company and Address</u>	<u>Amount of Coverage</u>	<u>Expiration Date of Policy</u>
Property Insurance			
Policy # _____	_____	_____	_____
Liability			
Policy # _____	_____	_____	_____
Fidelity			
Policy # _____	_____	_____	_____

2. RECREATION AND GRAZING ASSOCIATION BORROWERS ONLY

Current Quarter

Year to Date

a. Number of Members _____ _____

3. WATER AND/OR SEWER UTILITY BORROWERS ONLY

- a. Water purchased or produced (CU FT - GAL) _____ gal. _____ gal.
- b. Water sold (CU FT - GAL) _____ gal. _____ gal.
- c. Treated waste (CU FT - GAL) _____ gal. _____ gal.
- d. Number of users - water _____ _____
- e. Number of users - sewer _____ _____

4. OTHER UTILITIES

- a. Number of users _____ _____
- b. Product purchased _____ _____
- c. Product sold _____ _____

5. HEALTH CARE BORROWERS ONLY

- a. Number of beds _____ _____
- b. Patient days of care _____ _____
- c. Percentage of occupancy _____ % _____ %
- d. Number of outpatient visits _____ _____

6. DISTRIBUTION OF ALL CASH AND INVESTMENTS*

Indicate balances in the following accounts:

	<u>Construction</u>	<u>Revenue</u>	<u>Debt Service</u>	<u>Operation & Maintenance</u>	<u>Reserve</u>	<u>All Others</u>	<u>Grand Total</u>
Cash	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Savings	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
and Invest- ments	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

7. AGE ACCOUNTS RECEIVABLE AS FOLLOWS:

	<u>Days</u>				
	<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91 and Older</u>	<u>*Total</u>
Dollar Values	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Number of Accounts	_____	_____	_____	_____	_____

*Totals must agree with those on Balance Sheet.

PROJECTED CASH FLOW

For the Year BEG. _____ END. _____
(same as schedule 1 column 3)

A. Line 22 from Schedule 1, Column 3 NET INCOME (LOSS) \$ _____

Add

B. Items in Operations not Requiring Cash:

1. Depreciation (line 16 schedule 1) _____

2. Others: _____

C. Cash Provided From:

1. Proceeds from Agency loan/grant _____

2. Proceeds from others _____

3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities _____

4. Decrease (Increase) in Accounts Receivable, Inventories and
 Other Current Assets (Exclude cash) _____

5. Other: _____

6. _____

D. Total all A, B and C Items _____

E. Less: Cash Extended for:

1. All Construction, Equipment and New Capital Items (loan & grant funds) _____

2. Replacement and Additions to Existing Property, Plant and Equipment _____

3. Principal Payment Agency Loan _____

4. Principal Payment Other Loans _____

5. Other: _____

6. Total E 1 through 5 _____

Add

F. Beginning Cash Balances _____

G. Ending Cash Balances (Total of D Minus E 6 Plus F) \$ _____

Item G Cash Balances Composed of:

Construction Account \$ _____

Revenue Account _____

Debt Payment Account _____

O&M Account _____

Reserve Account _____

Funded Depreciation Account _____

Others: _____

Total - Agrees with Item G \$ _____

Name		Address				
Applicant Fiscal Year		County		State (Including ZIP Code)		
From	To	20	20	20	20	First Full Year
		(1)	(2)	(3)	(4)	(5)
OPERATING INCOME						
1. _____						
2. _____						
3. _____						
4. _____						
5. Miscellaneous						
6. Less: Allowances and Deductions	()	()	()
7. Total Operating Income (Add Lines 1 through 6)						
OPERATING EXPENSES						
8. _____						
9. _____						
10. _____						
11. _____						
12. _____						
13. _____						
14. _____						
15. Interest (RD)						
16. Depreciation						
17. Total Operating Expense (Add lines 8 through 16)						
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)						
NONOPERATING INCOME						
19. _____						
20. _____						
21. Total Nonoperating Income (Add Lines 19 and 20)						
22. NET INCOME (LOSS) (Add Lines 18 and 21) (Transfer to Line A Schedule 2)						

Budget and Projected Cash Flow Approved by Governing Body

Attest: _____
Secretary Date

Appropriate Official Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0572-0137. The time required to complete this information collection is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PROJECTED CASH FLOW

	20	20	20	20	First Full Year
A. Line 22 from Schedule 1 Income (<i>Loss</i>)					
<i>Add</i>					
B. Items in Operations not Requiring Cash:					
1. Depreciation (<i>Line 16, Schedule 1</i>)					
2. Others: _____					
C. Cash Provided from:					
1. Proceeds from RD loan/grant					
2. Proceeds from others					
3. Increase (<i>Decrease</i>) in Accounts Payable, Accruals and other Current Liabilities					
4. Decrease (<i>Increase</i>) in Accounts Receivable, inventories and Other Current Assets (<i>Exclude Cash</i>)					
5. Other: _____					
6. _____					
D. Total all A, B and C Items					
E. <i>Less:</i> Cash Expended for:					
1. All Construction, Equipment and New Capital Items (<i>Loan and grant funds</i>)					
2. Replacement and Additions to Existing Property, Plant and Equipment					
3. Principal Payment RD Loan					
4. Principal Payment Other Loans					
5. Other: _____					
6. Total E 1 through 5					
<i>Add</i>					
F. Beginning Cash Balances					
G. Ending Cash Balances (<i>Total of D minus E 6 plus F</i>)					
Item G Cash Balances Composed of:					
Construction Account					
Revenue Account					
Debt Payment Account					
O&M Account					
Reserve Account					
Funded Depreciation Account					
Others: _____					

Total - Agrees with Item G					

From: Blanca Surgeon [mailto:BSurgeon@rcac.org]
Sent: Friday, June 26, 2015 10:41 AM
To: Martin.Lopez@lrgauthority.org; Ramon Lucero
Subject: CUPSS Software and training -

Hello Martin and Ramon,

I hope you are doing well. I have talked to Ramon about this but not to you Martin.

One of the big challenges of Asset Management is maintaining the AM Plan. EPA came up with a software that actually is very good and can support thousands of assets. It works as a billing software kind of, you input the information instead of having on an excel sheet and you maintain it. There is a national support for the updates etc.

"CUPSS is a free, easy-to-use, asset management tool for small drinking water and wastewater utilities. CUPSS provides a simple, comprehensive approach based on EPA's highly successful Simple Tools for Effective Performance (STEP) Guide series. Use CUPSS to help you develop:

- A record of your assets;
- A schedule of required tasks;
- An understanding of your financial situation;
- A tailored asset management plan.

One of our RCAP people, Art Astarita from RCAP Solutions, Inc in Vermont dedicates his work to help communities with AMP using CUPSS and I asked him if he would come to NM to train communities. He agreed to take his vacation to do it but we will need to pay his travel expenses. So I am looking for a sponsor. He can work one on one with you and we can invite other systems and spend a day in the north and a day in the south training. We discussed doing this the week of August 3-7 which is about a month away! Las cosas en las que me meto!

We need plane ticket, hotel, car rental. I am estimating \$2,000 to \$2500 So I am looking at LRG and SMA to partner and sponsor these workshops and get the benefit.

If this something that you can do? If the timing does not work for August, I am sure we can work with him on future dates.

Muchas gracias,

Thank you,

Blanca Amador Surgeon

RCAC | ENVIRONMENTAL & BUILDING RURAL ECONOMIES PROGRAMS

Rural Development Specialist | Santa Fe, New Mexico

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RCAC envisions vibrant, healthy and enduring rural communities throughout the west



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LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2016-02 4th Quarter Budget Report for Fiscal Year 2015

Whereas, in order to comply with Sections 6-6-1 and 6-6-2 NMSA 1978 and to apply for CDBG funding, the Board of Directors wishes to adopt and pass a resolution to approve and adopt the FY2015 4th Quarter Budget Report on July 15, 2015.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution to approve the FY2015 4th Quarter Budget Report officially approve and adopt on July 15, 2015.

PASSED, APPROVED, AND ADOPTED: July 15, 2015.

Roberto M. Nieto, Chairman

Seal:

Alma Boothe, Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
STATEMENT OF BUDGET, INCOME AND EQUITY

Schedule 1

Name LowerRioGrandePublicWaterWorksAuthority	Address Budget Adjustment Request
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(1) OPERATING INCOME	PRIOR YEAR Actual (2)	ANNUAL BUDGET		For the _____ Months Ended _____		Actual YTD (Over) Under Budget Col. 3 - 5 = 6 (6)
		BEG 07-01-2014	END 06-30-2015	CURRENT YEAR		
				Actual Data		
				Current Quarter (4)	Year To Date (5)	
		<i>Adjusted</i>			<i>Current</i>	
1. Water Revenue	1,956,922	2,106,710			1,962,958	143,752
2. Sewer Revenue	116,227	148,131			301,387	-153,256
3. Interest	300	594			300	294
4. _____						0
5. Miscellaneous						0
6. Less: Allowances and Deductions						0
7. Total Operating Income (Add lines 1 through 6)	2,073,449	2,255,435		0	2,264,645	-9,210
OPERATING EXPENSES						
8. Salaries, Labor	1,080,217	1,170,308			1,224,949	-54,641
9. Accounting, Legal	143,283	89,852			95,925	-6,073
10. Taxes, Insurance	249,117	73,320			93,500	-20,180
11. Utilities	301,958	264,201			258,400	5,801
12. Supplies	373,814	346,703			437,500	-90,797
13. Lab, Chem, Sewer	42,470	72,008			115,387	-43,379
14. Debt Srvcs, Resr	81,583	524,806			356,942	167,864
15. Interest						0
16. Depreciation	759,837	1,092,784			760,000	332,784
17. Total Operating Expense (Add Lines 8 through 16)	3,032,279	3,633,982		0	3,342,603	291,379
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	-958,830	-1,378,547		0	-1,077,958	-300,589
NONOPERATING INCOME						
19. Water	195,496	281,197			312,958	-31,761
20. Sewer	3,334	4,566			5,000	-434
21. Total Nonoperating Income (Add 19 and 20)	198,830	285,763		0	317,958	-32,195
22. NET INCOME (LOSS) (Add lines 18 and 21)	-760,000	-1,092,784		0	-760,000	-332,784
23. Equity Beginning of Period						0
24. _____						0
25. _____						0
26. Equity End of Period (Add lines 22 through 25)	-760,000	-1,092,784		0	-760,000	-332,784

Budget and Annual Report Approved by Governing Body

Quarterly Reports Certified Correct

Secretary	Date	Appropriate Official	Date
According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0572-0137. The time required to complete this information collection is estimated to average 2-1.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.			

UNITED STATES DEPARTMENT OF AGRICULTURE
STATEMENT OF BUDGET, INCOME AND EQUITY

Schedule I

Name LowerRioGrandePublicWaterWorksAuthority	Address PO Box 2646 Anthony, NM 88021
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(1) OPERATING INCOME	PRIOR YEAR Actual (2)	ANNUAL BUDGET		For the 04-01-2015 Months Ended 06-30-2015		
		BEG 07-01-2014		CURRENT YEAR		
		END 06-30-2015		Actual Data		Actual YTD (Over) Under Budget Col. 3 - 5 = 6 (6)
		Current Quarter (4)	Year To Date (5)			
		<i>Adjusted</i>				
1. Water Revenue	1,956,922	2,106,710	556,876	2,106,710	0	
2. Sewer Revenue	116,227	148,131	36,659	148,131	0	
3. Interest	300	594	594	594	0	
4. _____					0	
5. Miscellaneous					0	
6. Less: Allowances and Deductions					0	
7. Total Operating Income (Add lines 1 through 6)	2,073,449	2,255,435	594,129	2,255,435	0	
OPERATING EXPENSES						
8. Salaries, Labor	1,080,217	1,170,308	291,596	1,170,308	0	
9. Accounting, Legal	143,283	89,852	22,835	89,852	0	
10. Taxes, Insurance	249,117	73,320	17,475	73,320	0	
11. Utilities	301,958	264,201	66,784	264,201	0	
12. Supplies	373,814	346,703	100,297	346,703	0	
13. Lab, Chem, Sewer	42,470	72,008	14,132	72,008	0	
14. Debt Srvcs, Res	81,583	524,806	39,623	524,806	0	
15. Interest					0	
16. Depreciation	759,837	1,092,784	269,575	1,092,784	0	
17. Total Operating Expense (Add Lines 8 through 16)	3,032,279	3,633,982	822,317	3,633,982	0	
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	-958,830	-1,378,547	-228,188	-1,378,547	0	
NONOPERATING INCOME						
19. Water	195,496	281,197	89,416	281,197	0	
20. Sewer	3,334	4,566	1,015	4,566	0	
21. Total Nonoperating Income (Add 19 and 20)	198,830	285,763	90,431	285,763	0	
22. NET INCOME (LOSS) (Add lines 18 and 21)	-760,000	-1,092,784	-137,757	-1,092,784	0	
23. Equity Beginning of Period					0	
24. _____					0	
25. _____					0	
26. Equity End of Period (Add lines 22 through 25)	-760,000	-1,092,784	-137,757	-1,092,784	0	

Budget and Annual Report Approved by Governing Body

Quarterly Reports Certified Correct

Secretary

Date

Appropriate Official

Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0572-0137. The time required to complete this information collection is estimated to average 2-1 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



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LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2016-03 Final Amended Budget for Fiscal Year 2015

Whereas, in order to comply with Sections 6-6-1 and 6-6-2 NMSA 1978 and to apply for CDBG funding, the Board of Directors wishes to adopt and pass a resolution to approve and adopt the FY2015 Final Amended Budget on July 15, 2015.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution to approve and adopt the FY2015 Final Amended Budget officially approve on July 15, 2015.

PASSED, APPROVED, AND ADOPTED: July 15, 2015.

Roberto M. Nieto, Chairman

Seal:

Attest: Alma Boothe, Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
STATEMENT OF BUDGET, INCOME AND EQUITY

Schedule I

Name LowerRioGrandePublicWaterWorksAuthority

Address PO Box 2646
Anthony, NM 88021

(1) OPERATING INCOME	PRIOR YEAR Actual (2)	ANNUAL BUDGET		For the 04-01-2015 Months Ended 06-30-2015		
		BEG 07-01-2014	END 06-30-2015 (3)	CURRENT YEAR		Actual YTD (Over) Under Budget Col. 3 - 5 = 6 (6)
		Actual Data		Current Quarter (4)	Year To Date (5)	
			<i>Current</i>			
1. Water Revenue	1,956,922	1,962,958	556,876	2,106,710	-143,752	
2. Sewer Revenue	116,227	301,387	36,659	148,131	153,256	
3. Interest	300	300	141	594	-294	
4. _____					0	
5. Miscellaneous					0	
6. Less: Allowances and Deductions					0	
7. Total Operating Income (Add lines 1 through 6)	2,073,449	2,264,645	593,676	2,255,435	9,210	
OPERATING EXPENSES						
8. Salaries, Labor	1,080,217	1,224,949	291,596	1,170,308	54,641	
9. Accounting, Legal	143,283	95,925	22,835	89,852	6,073	
10. Taxes, Insurance	249,117	93,500	17,475	73,320	20,180	
11. Utilities	301,958	258,400	66,784	264,201	-5,801	
12. Supplies	373,814	437,500	100,297	346,703	90,797	
13. Lab, Chem, Sewer	42,470	115,387	14,132	72,008	43,379	
14. Debt Service	81,583	356,942	39,623	157,015	199,927	
15. Interest					0	
16. Depreciation	759,837	760,000	269,575	1,092,784	-332,784	
17. Total Operating Expense (Add Lines 8 through 16)	3,032,279	3,342,603	822,317	3,266,191	76,412	
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	-958,830	-1,077,958	-228,641	-1,010,756	-67,202	
NONOPERATING INCOME						
19. Water	195,496	312,958	89,416	281,197	31,761	
20. Sewer	3,334	5,000	1,015	4,566	434	
21. Total Nonoperating Income (Add 19 and 20)	198,830	317,958	90,431	285,763	32,195	
22. NET INCOME (LOSS) (Add lines 18 and 21)	-760,000	-760,000	-138,210	-724,993	-35,007	
23. Equity Beginning of Period					0	
24. _____					0	
25. _____					0	
26. Equity End of Period (Add lines 22 through 25)	-760,000	-760,000	-138,210	-724,993	-35,007	

Budget and Annual Report Approved by Governing Body

Quarterly Reports Certified Correct

Secretary

Date

Appropriate Official

Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0572-0137. The time required to complete this information collection is estimated to average 2-1 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

RESOLUTION NO. _____

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT
APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the _____ (“Borrower”) is a qualified entity under the Drinking Water State Revolving Loan Act, Sections 6-21A-1 et seq., NMSA 1978 (“Act”), and the _____ (“Governing Body”) is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Borrower and the public; and

WHEREAS, the New Mexico Finance Authority (“Authority”) has instituted a program for financing of projects from the Drinking Water State Revolving Loan Fund created under the Act, and has developed an application procedure whereby the Governing Body may submit an application (“Application”) for financial assistance from the Authority for drinking water projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of _____ the (“Project”) for the benefit of the Borrower and its citizens (or members as applicable); and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

_____:

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be hereby ratified, approved, and confirmed.

Section 2. That the completed Application submitted to the Governing Body be hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 20__.

GOVERNING BODY

By _____
Roberto Nieto, Board Chairman
Authorized Officer

(Seal)

ATTEST:

Authorized Officer
Alma Boothe, Secretary