



Lower Rio Grande Public Water Works Authority
Sign In Sheet Page 1 of 1

Date: 9/17/18

Time: 9:30

Places: Vado Office

Event: Reg. Board Meeting

Signature	Print Name, Title, Company or Agency Represented	Contact Information	Email Address
	MARTIN LOPEZ LRG PWWA	575 571 3628	martinlopez@lrgauthority.org
	MIKE RODRIGUEZ LRG PWWA	910 502 7000	
	Carlos Castro Patricia Castro LRG PWWA	575 882 2319	
	JOHN SCHROEDER LRG PWWA	575-233-5746	patty.charles@lrgauthority.org
	JOSE R. EVANS LRG PWWA	575-233-5746	john.schroeder@lrgauthority.org
	FURMAN SMITH LRG PWWA	575 618 0182	
	PHYLLIS J. SMITH LRG PWWA	382-5982	Same
	Phyllis J. Smith	575) 649-7474	SAME
	ESPY HOLGUIN LRG PWWA	575 644-9543	Espy@D. Coz
		915 203 2057	Kara.nichols@lrgauthority.org

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes —REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, October 17, 2018 at our Vado Office, 325 Holguin Rd., Vado, NM

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html. Call 575-233-5742 or email board@LRGauthority.org for information

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman Mr. Mike McMullen called the meeting to order at 9:30 a.m. and called roll. Mr. Raymundo Sanchez representing District #1 was absent, District #2 is vacant, Mr. Joe Evaro representing District #3 was present, Mrs. Esperanza Holguin representing District #4 was present, Mr. Henry Magallanez representing District # 5 was absent, Mr. Mike McMullen representing District #6 was present, Mr. Furman Smith representing District #7 was present. Staff members present were General Manager, Martin Lopez, Projects Manager, Karen Nichols, Project Specialist Patricia Charles and Accounting Assistant John Schroder. Also attending the meeting was Customer, Mr. Carlos Casas from Berino and Mrs. Phyllis J. Smith.
- II. **Pledge of Allegiance:** Mr. McMullen led the pledge of Allegiance.
- III. **Motion to approve Agenda (VIII A. may be postponed):** Mr. Smith made the motion to approve the October 17, 2018 agenda with VIII A, postponed. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes – Motion to approve the minutes of the September 19, 2018 Regular Board Meeting:** Mrs. Holguin made the motion to approve the minutes for September 19, 2018. Mr. Evaro seconded the motion. The motion passed with all in favor.
- V. **Presentations: none**
- VI. **Public Input:** Mr. Casas addressed the board with his water usage concerns. He said a couple of months ago he received a bill for close to \$900.00 dollars. He is retired and on a tight budget and can not afford to pay that amount. He had been making monthly payments but is not able to afford the monthly amount. He does not believe he used that much water. Mr. Casas did not find any leaks and has no grass and very few trees. He said there are 4 adults and 1 child living in his home. He would like to see if the board is willing to help in some way. Mr. Lopez submitted the meter to NMSU for inspection. NMSU concluded that the meter was in good working condition. Mr. Lopez said that there was nothing he could do because the water was used. He and Mr. Casas had previously met and had agreed on a 6-month payment plan. Mrs. Holguin would like to see if we could figure out what happened. 90,000 gallons is a lot of water usage. Ms. Nichols said a leaking toilet can use a very large amount of water. Mr. Lopez said a hose could have been left running too, he said it is hard to tell. Mrs. Holguin would like to see if we could give him a year to pay off the amount. She asked Mr. Casas if that would work for him, he agreed on the 12-month payment plan. The payment agreement will be approved by and at the General Managers discretion.
- VII. **Managers' Reports**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. We will be activating all accounts that were part of the Berino Bosque & Veterans Road areas on

November 1, 2018. Customers will be able to deactivate account if they are not ready to use it. 3 employees completed their probationary period; 1 Co-Op completed his internship and one was terminated. Ms. Charles helped in the completion of three plans needed in response to the 120-day Sanitary Survey for Talavera MDWCA addressing water system deficiencies. We are coordinating with Dona Ana County, who will be paving Ward Road in Vado. Mr. Schroder helped LRGPWWA transition to the new IT support vendor with out an issue. Ms. Nichols has been working to get the Election and Service Area maps updated to include High Valley.

- B. Operations:** Mr. Mike Lopez provided a written report but was not able to attend the meeting due to operational problems. The usage for August was higher than last years, but in September the usage went down to match the usage from same time last year.
- C. Finance:** Ms. Jackson was not able to attend the meeting but provided a written report. Mr. Schroder was present for any questions. Mr. Schroder indicated that there was a surplus for September and said we also have a resolution for the First Quarter FY2019. Mr. Lopez said that High Valley had a RIP loan for \$5,000.00 and has been paid off. He also said there is a \$46,000 loan for the Brazito area that he wants to pay off by end of year to get it off the books.
- D. Projects:** Ms. Nichols provided a written report and stood for questions. She said the Valle Del Rio Project is basically done, except for the problems with the boosters. They run constantly and burn out motors. We are currently getting quotes for VFD's (Variable Frequency Drive) to replace the booster pump motors, which the operators will appreciate and will work better. Mr. Lopez said everything is under warranty for a year, so everything not working right will have to be addressed and fixed.

VIII. Unfinished Business

- A. Appointment of Director for District 2 – this item may be postponed:** This item was postponed.

IX. New Business

- A. Motion to approve assumption of High Valley MDWCA Engineering Services Agreement and Amendments #1 with Souder, Miller & Associates contingent upon NMED-CPB approval:** Ms. Nichols informed the board that the Engineering Contract was not in the board packet. It has been completed but need to assume it so we can move forward with the High Valley Project. Mrs. Holguin made the motion to approve the assumption of High Valley MDWCA Engineering Services Agreement and amendment# 1. Mr. Evaro seconded the motion. The motion passed with all in favor.
- B. Motion to approve Amendment #2 to Souder, Miller & Assoc. contract for High Valley Project contingent upon NMED-CPB approval:** Ms. Nichols said this amendment is in the packet. Mrs. Holguin made the motion to approve Amendment #2 to Souder, Miller & Assoc. contract for High Valley Project contingent upon NMED-CPB approval. Mr. Evaro seconded the motion. The motion passed with all in favor.

- C. Motion to approve Engineering Services Agreement with Souder, Miller & Associates for Stern Drive Waterline Extension Project contingent upon NMED-CPB approval:** Ms. Nichols informed the board that only the Summary of the Contract was included in the packet. The state version of Engineering contracts are all basically the same. Mrs. Holguin made the motion to approve the Engineering Services Agreement with Souder, Miller & Associates for Stern Drive Waterline Extension Project contingent upon NMED-CPB approval. Mr. Evaro seconded the motion. The motion passed with all in favor.
- D. Motion to adopt Resolution FY2019-16 Adopting FY2019 1st Quarter Budget:** The finance department presented resolution FY2019-16 to adopt FY2019 1st Quarter Budget. Mrs. Holguin made the motion to adopt resolution FY2019-16 adopting Fy2019 1st Quarter Budget. Mr. Smith seconded the motion. The motion passed with all in favor.
- E. Motion to authorize staff to develop a Salary/Wage Scale or Schedule:** Mr. Smith indicated that this item was discussed at the work session. Mrs. Holguin made the motion to authorize staff to develop a Salary/Wage Scale or Schedule. Mr. Smith seconded the motion. The motion passed with all in favor.
- F. Motion to approve a Merit Increase for staff based on performance evaluation and as determined by GM:** Mr. Lopez said this item was also discussed at the work session. Mrs. Holguin made the motion to approve a Merit increase for staff based on performance evaluation and as determined by GM. Mr. Evaro seconded the motion. The motion passed with all in favor.
- G. Motion to approve Proposed Governance Document Amendment to be placed on the April 2019 ballot as a question for Member approval:** Mr. Lopez said, with this amendment if we could not appoint someone from within the District within 90 days then we could appoint a board member from any other Authority voting district. Mrs. Holguin made the motion to approve Proposed Governance Document amendment to be placed on the April 2019 ballot as a question for member approval. Mr. Smith seconded the motion. The motion passed with all in favor.
- X. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.8- discussion of the purchase, acquisition or disposal of real property or water rights**
- A. Roll Call Vote:** District # 1 Mr. Sanchez was absent, District #2 is Vacant, District #3 Mr. Evaro was present, District #4 Ms. Holguin was present, District #5 Mr. Magallanes was absent, District #6 Mr. McMullen was present, District #7 Mr. Smith was present. Mr. Smith made the motion to convene to closed session at 10:18 a.m. Mrs. Holguin seconded the motion. The motion passed with all in favor.
- B. Motion to reconvene in open session:** At 10:22 a.m. Mr. Smith made the motion to reconvene in open session. Mrs. Holguin seconded the motion. The motion passed with all in favor.
- C. Statement by the Chair:**

The matters discussed in the closed meeting were limited only to those specified in the motion for closure. Mr. McMullen made the statement that the matters discussed in the closed meeting were limited only to those specified in the motion for closure.

D. Motion to approve the board’s determination that acquisition of parcel 4011144310416 is necessary to the Mesquite-Brazito Sewer Project 2: Mrs. Holguin made the motion the approve the board’s determination that acquisition of parcel 4011144310416 is necessary to the Mesquite-Brazito Sewer Project 2. Mr. Evaro seconded the motion. The motion passed with all in favor.

XI. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, November 14, 2018 at the Vado Office.

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate:** Mrs. Holguin mentioned that she had attended the Attorney Generals Open Meetings Act and Inspection of Public Records Act on October 4, 2018.
- B. Infrastructure Finance Conference is October 23-26, 2018:** Mr. Lopez said there will be 7 staff members attending the conference next week.
- C. Group pictures of Board Members:** Mr. McMullen requested the group pictures be taken at the Staff function on December 6, 2018 at 1:00 p.m. at the Elks Lodge in Las Cruces, NM.
- D. Termination of memberships for delinquent accounts**
- E. Audit presentation – December 2018**
- F. Resolutions approving three Colonia’s Infrastructure applications**

XII. Motion to Adjourn: Mrs. Holguin made the motion to adjourn the board meeting at 10:31 a.m., Mr. Evaro seconded the motion. The motion passed with all in favor.

Minutes approved November 14, 2018

Michael McMullen, Chairman (District 6)

Furman Smith, Vice-Chairman (District 7)

Esperanza Holguin, Secretary (District 4)

ABSENT

Raymundo Sanchez, Director (District 1)

Joe Evaro, Director (District 3)

ABSENT

Henry Magallanez, Director (District 5)

VACANT

Director (District 2)

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, October 17, 2018 at our Vado Office, 325 Holguin Rd., Vado, NM

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html. Call 575-233-5742 or email board@LRGauthority.org for information

- I. Call to Order, Roll Call to Establish Quorum: District #1 (Mr. Sanchez) __, #2 (Vacant) __, #3 (Mr. Evaro) __, #4 (Mrs. Holguin) __, # 5 (Mr. Magallanez) __, #6 (Mr. McMullen) __, #7 (Mr. Smith) __
- II. Pledge of Allegiance
- III. Motion to approve Agenda (VIII A. may be postponed)
- IV. Approval of Minutes – Motion to approve the minutes of the September 19, 2018 Regular Board Meeting.
- V. Presentations: none
- VI. Public Input—15 minutes are allotted for this item, 3 minutes per person
- VII. Managers’ Reports
 - A. General Manager
 - B. Operations
 - C. Finance
 - D. Projects
- VIII. Unfinished Business
 - A. Appointment of Director for District 2 – this item may be postponed
- IX. New Business
 - A. Motion to approve assumption of High Valley MDWCA Engineering Services Agreement and Amendments #1 with Souder, Miller & Associates contingent upon NMED-CPB approval
 - B. Motion to approve Amendment #2 to Souder, Miller & Assoc. contract for High Valley Project contingent upon NMED-CPB approval
 - C. Motion to approve Engineering Services Agreement with Souder, Miller & Associates for Stern Drive Waterline Extension Project contingent upon NMED-CPB approval
 - D. Motion to adopt Resolution FY2019-16 Adopting FY2019 1st Quarter Budget
 - E. Motion to authorize staff to develop a Salary/Wage Scale or Schedule
 - F. Motion to approve a Merit Increase for staff based on performance evaluation and as determined by GM
 - G. Motion to approve Proposed Governance Document Amendment to be placed on the April 2019 ballot as a question for Member approval

X. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.8- discussion of the purchase, acquisition or disposal of real property or water rights

- A. Roll Call Vote: District # 1 (Mr. Sanchez) ____, #2 (Vacant) ____, #3 (Mr. Evaro) ____, #4 (Ms. Holguin) ____, #5 (Mr. Magallanes) ____, #6 (Mr. McMullen) ____, #7 (Mr. Smith) ____
- B. Motion to reconvene in open session
- C. Statement by the Chair: **The matters discussed in the closed meeting were limited only to those specified in the motion for closure**
- D. Motion approve the board's determination that acquisition of parcel 4011144310416 is necessary to the Mesquite-Brazito Sewer Project 2

XI. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, November 14, 2018 at the Vado Office.

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate
- B. Infrastructure Finance Conference is October 23-26, 2018
- C. Group pictures of Board Members
- D. Termination of memberships for delinquent accounts
- E. Audit presentation – November
- F. Resolutions approving three Colonia's Infrastructure applications

XII. Motion to 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 usted es una persona con una discapacidad que necesita un lector, amplificador, intérprete de lenguaje de signos o cualquier otra forma de ayudante auxiliar o servicio para asistir o participar en la audiencia o reunión, póngase en contacto con la oficina de LRGPWWA, 575-233-5742, PO Box 2646, Anthony, NM 88021 o 215 Bryant St., Mesquite, NM por lo menos una semana antes de la reunión o tan pronto como sea posible. documentos públicos, incluyendo el orden del día y actas, pueden proporcionarse en diferentes formatos accesibles. Póngase en contacto con la oficina LRGPWWA si es necesario un resumen u otro tipo de formato accesible.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes — REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, September 19, 2018 at our East Mesa Office, 9774 Butterfield Blvd, Butterfield, NM

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html. Call 575-233-5742 or email board@LRGauthority.org for information

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman Mr. Mike McMullen called the meeting to order at 9:33 a.m. and called roll. Mr. Raymundo Sanchez representing District #1 was absent, District #2 is Vacant, Mr. Joe Evaro representing District #3 was present, Mrs. Esperanza Holguin representing District #4, Mr. Henry Magallanez representing District # 5 was present, Mr. Mike McMullen representing District #6 was present, Mr. Furman Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Finance Manager Kathi Jackson, Accounting Assistant John Schroder, Projects Specialist Patricia Charles, Water/Waste Water Operator Lance Ivy and Attorney Josh Smith.
- II. **Pledge of Allegiance:** Mr. McMullen led the pledge of Allegiance.
- III. **Motion to approve Agenda (VIII A. may be postponed):** Mr. Smith made the motion to approve the September 19, 2018 agenda with IX A, postponed. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes – Motion to approve the minutes of the August 15, 2018 Regular Board Meeting:** (NOTE: Two signed originals are needed, one will go to NMED-CPB for the RIP Loan for land purchase) Mr. Smith made the motion to approve the minutes for August 15, 2018. Mrs. Holguin seconded the motion. The motion passed with all in favor.
- V. **Presentations: none**
- VI. **Staff Years of Service Recognition: Lance Ivy – 5 years:** Water/Waste Water Operator Level 2, Lance Ivy was recognized for his service with LRGPWWA. Mr. Lopez presented him with a plaque and thanked him for his service.
- VII. **Public Input: none**
- VIII. **Managers' Reports**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. He authorized Attorney Josh Smith to submit an offer of Judgement for the Vado office land which does not have water rights. He and Ms. Nichols attended the Colonia's Board meeting in Cloudcroft on August 29th. He authorized Ms. Nichols to provide comments on behalf of stakeholders to Colonia's Board Chair, she can send the board members a copy of the letter if anyone would like to look at it. He authorized Ms. Jackson to implement an Automated Phone Payment Credit/Debit card system at no cost to LRGPWWA. Talavera MDWCA has requested a proposal for LRGPWWA to provide customer billing. Mr. Evaro asked how may members they have, Mr. Lopez told him they have about 60 members of which 50 are active.

- B. Projects:** Ms. Nichols provided a written report and stood for questions. She has received many calls regarding the time line for the sewer project. She sent the final paperwork for Project 1 for sewer, but there have been some delays at USDA Rural Development office. Ms. Goolsby, SCCOG has begun work on the application for CDBG for the \$100K planning grant for the water master plan project. The Valle Del Rio Water System Project Phase I is nearly complete. Mr. Mike Lopez said the last booster has been installed and is up and running. Ms. Nichols said there should be a final completion meeting late next week to discuss final draws. There was a little money left and has discussed how to use that with the Engineers.
- C. Operations:** Mr. Mike Lopez provided a written report and stood for questions. He said a 6 in by 6 in hot tap was installed at the Santo de Lima Church in Berino for a fire suppression system. They had not been able to use the church for a long time. Operations performed some inhouse testing on the production meters in Butterfield and found the meter at well #2 is 20% slow, so we will have to order a new ABB mag-meter. The national average for this type of testing is 5%. Mr. Evaro asked what the % is on Service orders verses Work orders, Mr. Mike Lopez said there are usually more Service orders than work orders. Ms. Jackson said many of the service orders are created by office staff in the process of turning on or off services to customers. Mr. Martin Lopez said service orders are customer driven and can be billed to the customer. While work orders are created to repair infrastructure and equipment. Mr. Mike Lopez said usage is still high, last year at this time usage had gone down. Mr. Magallanez asked what the maximum amount of water we have ever distributed. Mr. Martin Lopez said we are down 1/3 right now from the maximum. Mr. Martin Lopez said the maximum used for South Valley was 2,000-acre ft and Organ and Butterfield at 1,000-acre ft.
- D. Finance:** Ms. Jackson provided a written report and stood for questions. We had \$396,00.00 in revenues in August 2018. Expenses were a bit over \$400,000.00 but we are expecting some reimbursements. Mr. Jackson said the voice response payment program is in progress. The audit is almost finished ahead of schedule.

IX. Unfinished Business

- A. Appointment of Director for District 2 – this item may be postponed.** Mr. Lopez did not hear back from the gentlemen that was interested in the vacancy in District 2.

X. New Business

- A. Motion to adopt Resolution FY2019-10 Approving Loan/Grant Agreement – High Valley 4645-CIF:** Ms. Nichols informed the board that this is funding for the 1st phase for the High Valley Water System Improvement Project. It is 10% loan, 10% loan in lieu of match funds, High Valley did not have any matching funds to provide. Ms. Nichols an 80/20 loan is still very good. Mrs. Holguin made the motion to adopt Resolution FY2019-10 approving loan/grant agreement for High Valley 4645 CIF. Mr. Smith seconded the motion. The motion passed with all in favor.
- B. Motion to adopt Resolution FY2019-11 Approving Loan Agreement – Central Operations Facility DW-4213:** Ms. Nichols said this funding is for the Central Office facility. Mr. Magallanez made the motion to adopt Resolution FY2019-11 approving the loan agreement for the Central

Operations office. Mr. Smith seconded the motion. The motion passed with 4 in favor, Mrs. Holguin abstained from voting due to potential conflict because she is employed by Wilson and Company.

- C. Motion to Adopt Resolution FY2019-12 Authorizing Application to WTB for S. Valley Waterline Extension Project:** Mr. Lopez said funding application is to extend the water line to the north west part of Mesquite and north of Brazito. Ms. Nichols said letters of support for this project would be very helpful for this project. Mrs. Holguin made the motion to adopt Resolution FY2019-12 authorizing application to WTB for S Valley Waterline extension project. Mr. Evaro seconded the motion. The motion passed with all in favor.
- D. Motion to Adopt Resolution FY2019-13 Authorizing Signatory Authority for SAP 18-C2244:** Ms. Nichols said this Grand Agreement is for the Jacquez Road Pipeline Project, it is for \$50,000.00. Mrs. Holguin made the motion to adopt Resolution FY2019-13 authorizing signatory authority for SA 18-C2244. Mr. Magallanez seconded the motion. The motion passed with all in favor.
- E. Motion to Adopt Resolution FY2019-14 Authorizing Signatory Authority for SAP 18-C2242:** Ms. Nichols said this Grant Agreement is for the Stern Drive Pipeline Extension Project, it is for \$150,000.00. Mr. Magallanez made the motion to adopt Resolution FY2019-14 authorizing signatory authority for SAP 18-C2242. Mr. Evaro seconded the motion. The motion passed with all in favor.
- F. Motion to approve purchase of an additional truck with proceeds from equipment auction:** Mr. Lopez would like to purchase an additional truck with the money received from the August 17, 2018 auction in which everything was sold for a total of \$30,080.00. Mr. Magallanez asked the price of the truck, Mr. Lopez told him it is about \$29,000.00. Mr. Magallanez made the motion to approve the purchase of the additional truck with the proceeds form the auction. Mrs. Holguin seconded the motion. The motion passed with all in favor.
- G. Motion to Adopt Resolution FY2019-15 adopting LRGPWWA Asset Management Plan:** Mr. Lopez said we have been working on an Asset Management Plan for the past 4- 5 years. This is a living document so it changes as we merge, buy equipment or sell equipment. This plan is required by the State and other Funding Agencies. We have enough data to actually have something we can call completed, it will always have to be updated. We have a bit more work to get done on it before we can ask the board to approve that a third - party accounting firm finalize the plan and provide us with some analysis and recommendations on the data provided in the plan. Ms. Nichols said the reason why it was included in this agenda is because we want to apply to the Water Trust Board for funding and they require a plan be in place. Mrs. Holguin made the motion to adopt Resolution FY2019-15 adopting LRGPWWA Asset Management Plan. Mr. Magallanez seconded the motion. The motion passed with all in favor.
- H. Motion to approve RFP Committee Report for RFP #2019-01 and select the recommended Firm:** Mr. Lopez said this RFP coincide with item C on this agenda. Ms. Nichols the committee report includes the firms that proposed and how they met the requirements. The committee rated and ranked each of the proposals individually and only reported the final scores. The committee

scored and selected Souder, Miller and Associates. Mr. Smith motioned to approve the committees recommended firm, Souder, Miller and Associates. Mr. Magallanez seconded the motion. The motion passed with all in favor.

- I. **Motion to authorize funding application for East Mesa Service Area Water System Improvements Ph. I design:** Mr. Lopez said we will be applying to Colonia's for funding for design for East Mesa Service area water system. Ms. Nichols said last month two applications were authorized, one for High Valley and one for Jacquez Road. This would be the third, we will be coming back to the board with the resolutions to authorize the applications. Mrs. Holguin made the motion to authorize funding application for East Mesa Service Area Water System Improvements Ph.1 Design. Mr. Smith seconded the motion. The motion passed with all in favor.
- J. **Motion to authorize the General Manager to make Capital Outlay Requests:** Mr. Lopez thinks there might be some capital outlay money so he would like to request some of the money to complete the Jacquez Road Project, Decommission the Wetlands in Mesquite, IT equipment (Executon), SCADA and some heavy equipment. Ms. Nichols said she would provide a list of the funding requirements. Mrs. Holguin made the motion to authorize the General Manager to make Capital Outlay requests. Mr. Evaro seconded the motion. The motion passed with all in favor.
- K. **Motion to approve letter to Elephant Butte Irrigation District Board of Directors regarding EBID surface water treatment plant:** Mr. Lopez asked the board for approval of the letter of support to Elephant Butte Irrigation District Board of Directors. Mr. Esslinger, EBID Manager, asked for a letter of support regarding the feasibility of operating and maintaining a surface water treatment plant. We have determined that it is not feasible for LRGPWVA to operate and maintain a surface water treatment plant given the lack of available surface water do to persistent drought conditions. Mrs. Holguin made the motion to approve the letter to Elephant Butte Irrigation District Board of Directors. Mr. Evaro seconded the motion. The motion passed with 4 in favor. Mr. Magallanez abstained from voting due to potential conflict.

- XI. **Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.8- discussion of the purchase, acquisition or disposal of real property or water rights, and NMSA 1978 10-15-1 H.2 - discussion of limited personnel matters:**
 - A. **Roll Call Vote:** Mr. McMullen called roll District # 1, Mr. Sanchez was absent, District #2 is Vacant, District #3, Mr. Evaro was present, District #4, Mrs. Holguin was present, District #5, Mr. Magallanes was present, District #6, Mr. McMullen was present, District #7, Mr. Smith was present.
 - B. **Motion to reconvene in open session:** at 11:10 a.m. Mr. Smith made the motion to reconvene to open session. Mrs. Holguin seconded the motion. The motion passed with all in favor.
 - C. **Statement by the Chair:**

The matters discussed in the closed meeting were limited only to those specified in the motion for closure: Mr. McMullen made the statement that the matters discussed in the closed session were limited only to those specified in the motion for closure.

D. Actions, if any, related to real property, water rights and/or personnel matters: Mrs. Holguin made the motion to declare that property 1- Lift Station 15 site – Harper Road parcel number 4011142263520 and property 2- Lift Station 16 site – East Organ Road, parcel number 40111421122185 are necessary to LRGPWWA, Mesquite-Brazito Wastewater System Improvements Project 2 and authorizing Attorney to proceed with condemnation of said properties. Mr. Evaro seconded the motion. The motion passed with all in favor. Mr. Magallanez would like to donate Surveying service to LRGPWWA for the Central Office Project and for the 35 acres adjacent to the proposed Central Office location. Mrs. Holguin made the motion to approve the donation of Surveying services from Moy Surveying for the Central Office Project and the 35 acres adjacent to the Central office location. Mr. Evaro seconded the motion. The motion passed will 4 in favor, Mr. Magallanez abstained from voting.

XII. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, October 12, 2018 at the Vado Office.

- E. Have any Board Members participated in training? If so, please give us a copy of your certificate:** Ms. Charles asked the board if anyone attended any trainings, no one had.
- F.** Resolution Approving 1st Quarter Budget Report (due Oct31)
- G.** Infrastructure Finance Conference is October 23-26, 2018
- H.** Group pictures of Board Members
- I.** Termination of memberships for delinquent accounts
- J.** Audit presentation
- K.** Resolutions approving Colonia’s Infrastructure applications
- L.** Closed session related to real property, water rights and/or personnel matters
- M.** Proposed amendment to the governance document for approval to be on the ballot in April 2019
- N.** Board of Directors will have a Work Session on September 27, 2018 at 2:00 pm at the La Mesa Office.

XIII. Motion to Adjourn: Mrs. Holguin made the motion to adjourn the board meeting at 11:17 a.m. Mr. Evaro seconded the motion. The motion passed with all in favor.

Minutes approved October 17, 2018

Michael McMullen, Chairman (District 6)

Furman Smith, Vice-Chairman (District 7)

Esperanza Holguin, Secretary (District 4)

ABSENT

Raymundo Sanchez, Director (District 1)

Joe Evaro, Director (District 3)

Henry Magallanez, Director (District 5)

VACANT

Director (District 2)

LRGPWWA
Manager's Report
October 17, 2018

- Will be activating all accounts that were part of the Berino Bosque and Veterans Road areas on November 1st-customer will be able to deactivate account if they are not ready to use site
- 3 employees completed their probationary period; 1 Co-op completed his internship and 1 employee was terminated
- Completed and submitted the 120-day Sanitary Survey Response for Talavera MDWCA addressing water system deficiencies
- Coordinating with Dona Ana County which will be paving Ward Road in Vado
- Have transitioned to new IT support vendor without issue
- Both Election and Service Area maps have been updated to include High Valley

Lower Rio Grande PWWA

Operators Report

October 17, 2018

System Problems and Repairs.

- Backflow inspections are Current. (Mesquite District)
- For the month of August, we were issued 648 work and service orders.
- For the month of September, we were issued 452 work and service orders.
- For the month of September we installed 6 new water service connections.
- We had 2 main line water breaks at Alto De Las Flores for the month of August.
- We had Two main line breaks at Talavera due to the City of Las Cruces gas installing a new four inch high pressure gas line.
- JJ and I spent two hole days along with some of our crew potholing with the vactor machine locating water lines in Talavera.
- We will be installing two new Gas chlorine units, one at the Mesquite well site and the other at our Brazito well site. The fiberglass buildings will be arriving next week.

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

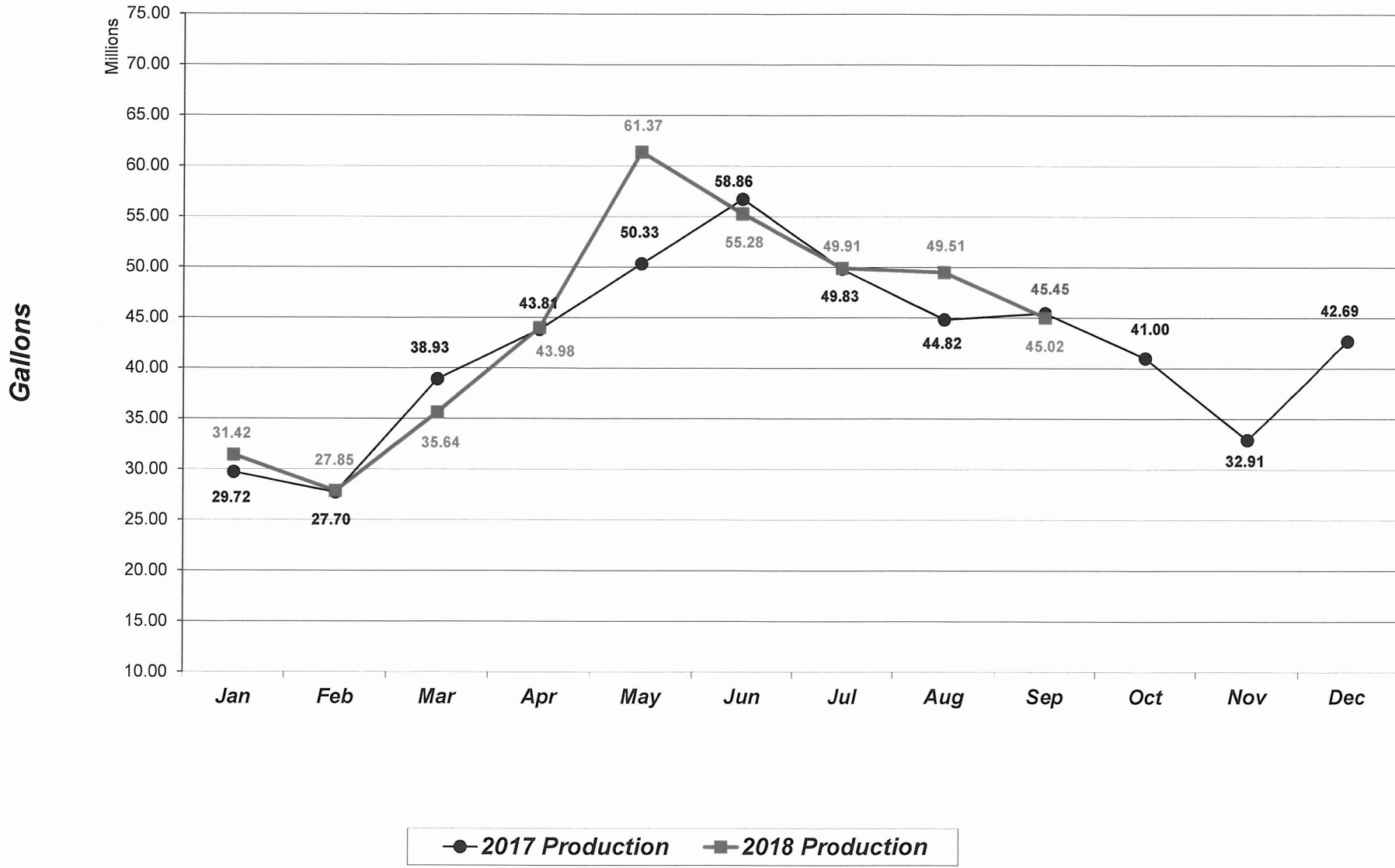
Mesquite district Wetlands: NMED is going to require us to drill 3 monitoring wells as the existing are dry.

Mesquite and Organ Sewer Reports. The Organ Wastewater and the Mesquite wastewater reports are due January 1st.

Chlorine: No problems.

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

Lower Rio Grande PWWA Water Production Report



Lower Rio Grande Public Water Works Authority
Income Statement
for the period ending: September 30, 2018

Revenue	Current	MTD Activity	QTD Activity	YTD Activity	Remaining Budget
44010 Copy/Fax	\$ 400.00	\$ 22.00	\$ 68.75	\$ 68.75	\$ 331.25
44010 Credit Card Fees	\$ 6,000.00	\$ 1,028.00	\$ 3,294.00	\$ 3,294.00	\$ 2,706.00
44010 Miscellaneous Revenue (DAC Letter)	\$ 500.00	\$ 60.00	\$ 105.00	\$ 105.00	\$ 395.00
44010 Returned Check Fees	\$ 1,500.00	\$ -	\$ 175.00	\$ 175.00	\$ 1,325.00
44190 Hydrant Meter Rental Fee	\$ 2,000.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 1,750.00
44190 Tower Rent	\$ 15,000.00	\$ 250.00	\$ 750.00	\$ 750.00	\$ 14,250.00
44220 Billing Adjustments-Water	\$ -	\$ (2,145.51)	\$ (6,460.72)	\$ (6,460.72)	\$ 6,460.72
44220 Operating Revenue-Water	\$ 2,721,000.00	\$ 269,809.26	\$ 894,591.97	\$ 894,591.97	\$ 1,826,408.03
44230 Activation & Deactivation Fees-Water	\$ 3,600.00	\$ 400.00	\$ 700.00	\$ 700.00	\$ 2,900.00
44240 Installation Fees-Water	\$ 20,000.00	\$ 13,504.73	\$ 25,700.32	\$ 25,700.32	\$ (5,700.32)
44250 After Hours Charge	\$ 1,200.00	\$ 160.00	\$ 380.00	\$ 380.00	\$ 820.00
44250 Delinquency Fee	\$ 20,000.00	\$ 6,900.00	\$ 20,800.00	\$ 20,800.00	\$ (800.00)
44250 Penalties-Water	\$ 50,000.00	\$ 10,044.44	\$ 29,680.69	\$ 29,680.69	\$ 20,319.31
44270 Impact Fees	\$ 20,000.00	\$ 4,441.67	\$ 14,041.65	\$ 14,041.65	\$ 5,958.35
44990 Backflow Testing	\$ 3,500.00	\$ -	\$ 1,150.00	\$ 1,150.00	\$ 2,350.00
44990 Meter Relocation	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
44990 Meter Test Fee	\$ 500.00	\$ (2,224.56)	\$ (2,224.56)	\$ (2,224.56)	\$ 2,724.56
44990 Tampering Fee/Line Breaks	\$ 1,500.00	\$ 1,350.37	\$ 2,102.28	\$ 2,102.28	\$ (602.28)
46030 Interest	\$ -	\$ 39.00	\$ 104.26	\$ 104.26	\$ (104.26)
46050 Contract Services - O & M	\$ 50,000.00	\$ 5,435.02	\$ 15,520.15	\$ 15,520.15	\$ 34,479.85
46900 DAC Trash Coupon Fee	\$ 900.00	\$ 60.00	\$ 194.00	\$ 194.00	\$ 706.00
46900 Fiscal Agent Fees	\$ 35,000.00	\$ 4,968.01	\$ 14,188.45	\$ 14,188.45	\$ 20,811.55
46900 Membership Fees	\$ 3,000.00	\$ 750.00	\$ 2,400.00	\$ 2,400.00	\$ 600.00
46900 Other Income	\$ 10,000.00	\$ 561.88	\$ 41,044.99	\$ 41,044.99	\$ (31,044.99)
46900 Permit Fees	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,100.00
Water System Revenue:	\$ 2,968,200.00	\$ 315,664.31	\$ 1,058,556.23	\$ 1,058,556.23	\$ 1,909,643.77
44230 Operating Revenue-Sewer	\$ 140,000.00	\$ 12,966.72	\$ 40,644.87	\$ 40,644.87	\$ 99,355.13
44240 Activation & Deactivation Fees-Sewer	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00
44240 Installation Fees-Sewer	\$ 5,000.00	\$ 925.00	\$ 1,475.00	\$ 1,475.00	\$ 3,525.00
44240 Miscellaneous Revenue-Sewer	\$ 1,500.00	\$ 41.29	\$ (1,196.65)	\$ (1,196.65)	\$ 2,696.65
44990 Penalties-Sewer	\$ 4,000.00	\$ 637.45	\$ 1,607.95	\$ 1,607.95	\$ 2,392.05
Sewer System Revenue:	\$ 151,800.00	\$ 14,570.46	\$ 42,531.17	\$ 42,531.17	\$ 109,268.83
Total Revenue	\$ 3,120,000.00	\$ 330,234.77	\$ 1,101,087.40	\$ 1,101,087.40	\$ 2,018,912.60
Expenses	Current	MTD Activity	QTD Activity	YTD Activity	Remaining Budget
51020 Regular Pay	\$ 875,000.00	\$ 70,320.84	\$ 261,488.57	\$ 261,488.57	\$ 613,511.43
51050 Contract Labor	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00
51060 Overtime	\$ 30,000.00	\$ 1,897.88	\$ 10,791.50	\$ 10,791.50	\$ 19,208.50
51900 Accrued Leave	\$ 75,000.00	\$ -	\$ -	\$ -	\$ 75,000.00
51900 Annual Leave Pay	\$ 80,000.00	\$ 5,059.86	\$ 13,776.10	\$ 13,776.10	\$ 66,223.90
51900 Holiday Pay	\$ 55,000.00	\$ 4,212.58	\$ 8,506.28	\$ 8,506.28	\$ 46,493.72
51900 Sick Pay	\$ 60,000.00	\$ 3,228.02	\$ 9,743.19	\$ 9,743.19	\$ 50,256.81
52010 Payroll Taxes-Social Security	\$ 73,000.00	\$ 5,304.24	\$ 19,021.98	\$ 19,021.98	\$ 53,978.02
52011 Payroll Taxes-Medicare	\$ 18,500.00	\$ 1,240.54	\$ 4,448.76	\$ 4,448.76	\$ 14,051.24
52020 401K Annual Contribution	\$ 98,700.00	\$ -	\$ -	\$ -	\$ 98,700.00
52020 401K Company Match	\$ 41,000.00	\$ 2,336.18	\$ 8,233.07	\$ 8,233.07	\$ 32,766.93
52020 Retirement Account Fees	\$ 2,500.00	\$ 672.04	\$ 1,342.52	\$ 1,342.52	\$ 1,157.48
52021 HISC-Blue Medicare Rx. Mr. Ortega	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
52030 Insurance-Health	\$ 175,000.00	\$ 23,002.11	\$ 69,006.33	\$ 69,006.33	\$ 105,993.67
52050 Insurance-Dental	\$ 15,000.00	\$ 1,031.82	\$ 3,095.46	\$ 3,095.46	\$ 11,904.54
52060 Insurance-Vision	\$ 5,000.00	\$ 321.93	\$ 965.79	\$ 965.79	\$ 4,034.21
52080 Cobra Fee	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
52080 Drug Testing	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
52080 Insurance: Life & Disability	\$ -	\$ 0.09	\$ 0.17	\$ 0.17	\$ (0.17)
52100 Work Comp Insurance	\$ 20,000.00	\$ -	\$ 4,194.00	\$ 4,194.00	\$ 15,806.00
53030 Travel	\$ 5,000.00	\$ 506.87	\$ 2,351.44	\$ 2,351.44	\$ 2,648.56
53050 Mileage	\$ 1,500.00	\$ -	\$ 130.23	\$ 130.23	\$ 1,369.77
54030 Maint. & Repairs-Pavement Patches	\$ -	\$ 1,206.03	\$ 1,206.03	\$ 1,206.03	\$ (1,206.03)
54030 Maintenance & Repairs-Infrastructure	\$ -	\$ 2,358.78	\$ 28,993.78	\$ 28,993.78	\$ (28,993.78)
54030 Maintenance & Repairs-Meters	\$ -	\$ 4,389.81	\$ 4,389.81	\$ 4,389.81	\$ (4,389.81)
54030 Maintenance & Repairs-Other	\$ -	\$ 869.53	\$ 3,304.95	\$ 3,304.95	\$ (3,304.95)
54030 Maintenance & Repairs-Planned	\$ 104,000.00	\$ 4,062.96	\$ 4,062.96	\$ 4,062.96	\$ 99,937.04
54040 Automobile Repairs & Maint. LRG-00 Misc	\$ 40,000.00	\$ 4,797.58	\$ 16,733.79	\$ 16,733.79	\$ 23,266.21

54999 Legal Notices	\$ 2,500.00	\$ 43.76	\$ 77.21	\$ 77.21	\$ 2,422.79
54999 Licenses & Fees	\$ 5,000.00	\$ 165.00	\$ 4,000.73	\$ 4,000.73	\$ 999.27
54999 Licenses & Fees	\$ -	\$ 25.00	\$ 25.00	\$ 25.00	\$ (25.00)
54999 Locates	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
54999 Maint. & Repairs-Office	\$ 10,000.00	\$ 2,719.77	\$ 3,312.40	\$ 3,312.40	\$ 6,687.60
54999 Maint. & Repairs-Wells & Boosters	\$ 50,000.00	\$ 1,512.45	\$ 6,845.76	\$ 6,845.76	\$ 43,154.24
54999 Maintenance & Repairs-Heavy Equipment	\$ 15,000.00	\$ 1,851.99	\$ 15,221.60	\$ 15,221.60	\$ (221.60)
54999 Water Conservation Fee	\$ 20,000.00	\$ 1,485.19	\$ 4,676.59	\$ 4,676.59	\$ 15,323.41
55010 Audit	\$ 15,000.00	\$ 4,205.00	\$ 4,205.00	\$ 4,205.00	\$ 10,795.00
55030 Computer Maintenance	\$ 58,000.00	\$ 22,127.46	\$ 26,360.77	\$ 26,360.77	\$ 31,639.23
55030 Engineering Fees	\$ -	\$ 2,707.81	\$ 2,707.81	\$ 2,707.81	\$ (2,707.81)
55030 Legal Fees	\$ -	\$ -	\$ 1,039.44	\$ 1,039.44	\$ (1,039.44)
55030 Professional Fees-Other	\$ -	\$ -	\$ 379.09	\$ 379.09	\$ (379.09)
55030 Telstar Maintenance Contract	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00
55999 Equipment Rental	\$ 2,500.00	\$ -	\$ 610.61	\$ 610.61	\$ 1,889.39
55999 Generator Maintenance Contract	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
55999 SCADA Maintenance Fee	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
55999 Service Agreements	\$ -	\$ -	\$ 2,304.00	\$ 2,304.00	\$ (2,304.00)
56020 Office Supplies	\$ 5,000.00	\$ 921.50	\$ 2,803.22	\$ 2,803.22	\$ 2,196.78
56030 Chemicals-Water	\$ 35,000.00	\$ 4,111.37	\$ 9,856.77	\$ 9,856.77	\$ 25,143.23
56030 Meter Testing/Repair/Replacement	\$ 36,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 34,500.00
56040 Tool Furniture	\$ 5,000.00	\$ (2,500.78)	\$ 4,569.66	\$ 4,569.66	\$ 430.34
56110 Uniforms-Employee	\$ 11,200.00	\$ 661.06	\$ 2,540.40	\$ 2,540.40	\$ 8,659.60
56120 Fuel	\$ 60,000.00	\$ 7,022.68	\$ 20,371.91	\$ 20,371.91	\$ 39,628.09
56999 Inventory Disbursements	\$ 45,000.00	\$ (1,371.75)	\$ 28,229.58	\$ 28,229.58	\$ 16,770.42
56999 Non Inventory-Consumables	\$ 40,000.00	\$ 2,818.62	\$ 5,088.51	\$ 5,088.51	\$ 34,911.49
56999 Non Inventory-Special Order	\$ 25,000.00	\$ 3,273.69	\$ 6,477.19	\$ 6,477.19	\$ 18,522.81
57050 Training	\$ 5,000.00	\$ 100.00	\$ 160.00	\$ 160.00	\$ 4,840.00
57070 Insurance-General Liability	\$ 75,000.00	\$ 100.00	\$ 16,183.00	\$ 16,183.00	\$ 58,817.00
57080 Postage	\$ 30,500.00	\$ 407.69	\$ 803.51	\$ 803.51	\$ 29,696.49
57090 Printing and Copying	\$ 20,000.00	\$ 3,359.23	\$ 10,622.02	\$ 10,622.02	\$ 9,377.98
57150 Dues and Subscriptions	\$ 5,000.00	\$ (19,428.77)	\$ 1,011.43	\$ 1,011.43	\$ 3,988.57
57160 Cell Phone	\$ 20,000.00	\$ 1,562.65	\$ 4,694.77	\$ 4,694.77	\$ 15,305.23
57160 Telephone	\$ 20,000.00	\$ 1,406.38	\$ 4,133.33	\$ 4,133.33	\$ 15,866.67
57170 Electricity-Lighting	\$ 6,000.00	\$ 234.85	\$ 1,100.27	\$ 1,100.27	\$ 4,899.73
57170 Electricity-Offices	\$ 15,000.00	\$ 1,453.26	\$ 4,743.06	\$ 4,743.06	\$ 10,256.94
57170 Electricity-Wells	\$ 211,000.00	\$ 17,432.41	\$ 57,684.55	\$ 57,684.55	\$ 153,315.45
57171 Natural Gas	\$ 3,000.00	\$ 119.93	\$ 338.78	\$ 338.78	\$ 2,661.22
57999 Bank Service Charges	\$ 15,000.00	\$ 1,367.12	\$ 4,290.17	\$ 4,290.17	\$ 10,709.83
57999 Cash Short/Over	\$ 300.00	\$ -	\$ 35.23	\$ 35.23	\$ 264.77
57999 Fixed Asset Disposal Fees	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
57999 Garbage Service	\$ 2,500.00	\$ 2,210.68	\$ 2,649.84	\$ 2,649.84	\$ (149.84)
57999 Lab Testing Fees-Water	\$ 5,000.00	\$ 226.03	\$ 360.55	\$ 360.55	\$ 4,639.45
57999 Late Fees	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
57999 Meals	\$ 2,500.00	\$ 87.47	\$ 146.25	\$ 146.25	\$ 2,353.75
57999 Permits/Bores/Density Test	\$ 1,500.00	\$ 3,134.46	\$ 3,612.12	\$ 3,612.12	\$ (2,112.12)
57999 Security/Alarm	\$ 5,000.00	\$ 123.48	\$ 2,886.02	\$ 2,886.02	\$ 2,113.98
57999 Test Equipment Calibration	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
57999 Wastewater	\$ 2,000.00	\$ 181.12	\$ 538.64	\$ 538.64	\$ 1,461.36
59010 Debt Service	\$ 128,000.00	\$ 6,128.65	\$ 18,385.95	\$ 18,385.95	\$ 109,614.05
59020 Interest paid to NMFA	\$ 37,000.00	\$ 1,892.59	\$ 5,652.71	\$ 5,652.71	\$ 31,347.29
59020 Interest paid to USDA	\$ 114,000.00	\$ 9,411.10	\$ 28,233.30	\$ 28,233.30	\$ 85,766.70
Alto de Las Flores Expenses	\$ -	\$ -	\$ 27.48	\$ 27.48	\$ (27.48)
Talavera Expenses	\$ -	\$ 176.82	\$ 712.32	\$ 712.32	\$ (712.32)
Total Water System Expenses:	\$ 2,968,200.00	\$ 221,786.66	\$ 797,995.26	\$ 797,995.26	\$ 2,170,204.74
51020 Regular Pay	\$ 10,000.00	\$ 833.33	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00
52020 401K Annual Contribution	\$ 1,500.00	\$ 125.00	\$ 375.00	\$ 375.00	\$ 1,125.00
54999 DAC Waste Water Flow Charge	\$ 40,000.00	\$ -	\$ 8,884.37	\$ 8,884.37	\$ 31,115.63
54999 Lab & Chemicals-Sewer	\$ 10,000.00	\$ 2,144.25	\$ 3,278.85	\$ 3,278.85	\$ 6,721.15
54999 Locates	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00
54999 Maint. & Repairs-Sewer System	\$ 34,000.00	\$ 400.31	\$ 400.31	\$ 400.31	\$ 33,599.69
54999 Admin & Professional Fees	\$ 6,300.00	\$ 525.00	\$ 1,575.00	\$ 1,575.00	\$ 4,725.00
57170 Electricity-Sewer	\$ 9,000.00	\$ -	\$ 1,712.84	\$ 1,712.84	\$ 7,287.16
59010 Debt Service	\$ 20,000.00	\$ 998.74	\$ 2,996.22	\$ 2,996.22	\$ 17,003.78
59020 Interest paid to USDA	\$ 16,000.00	\$ 1,218.26	\$ 3,654.78	\$ 3,654.78	\$ 12,345.22
Total Sewer System Expenses:	\$ 151,800.00	\$ 6,244.89	\$ 25,377.37	\$ 25,377.37	\$ 126,422.63
Total Expenses	\$ 3,120,000.00	\$ 228,031.55	\$ 823,372.63	\$ 823,372.63	\$ 2,296,627.37
Net Income/Loss:	\$ -	\$ 102,203.22	\$ 277,714.77	\$ 277,714.77	\$ (277,714.77)

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 10/17/18**

LRG-11-02.2 – Mesquite-Brazito Sewer Project – Bohannon Huston, Inc. – LOC-Design 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 – Attorney has filed an eminent domain action for the final lift station property acquisition. We have submitted final LOC documents to RD for final review) and authorization to bid once with this property noted as an exception on the ROW Certificate. RD no longer has an Office of General Counsel in Albuquerque, so it had to go to Denver for review and is taking longer than expected.

LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannon Huston, Inc. – Planning Stage – USDA-RD LOC \$15,030,780 – Letter of Conditions was issued by USDA-RD on 3/5/18 for \$6,189,000 loan and \$8,030,000 Colonias Grant. Third Request for Funds from RCAC bridge loan has been submitted. Design, including easement & property acquisition, is ongoing.

LRG-11-03 – Interconnect & Looping Project – see LRG-18-02 for current portion – Stern Drive Line Ext.

LRG-11-05 – South Valley Water Supply & Treatment Project WTB #252– Bohannon Huston - Design stage - \$750,000 WTB – 10% Loan 10% Match: We met with BHI on 9/13/18 to review the USDA-RD format PER, and it has been submitted to USDA-RD, and an online funding application is in progress.

LRG-17-01 – Water Master Plan – WTB #252: CDBG Public Hearing was held 1/9/18. Ms. Goolsby, SCCOG, has begun work on the application for \$100k planning grant for this project.

LRG-17-02 – Central Office Building – DW-4213 \$3,285,619: Closing final 10/26/18, and we will issue NTP to Wilson & Co. for that date.

Forty-Year Water Plan – CE&M – complete – needs update for new mergers after Brazito combine & commingle: pending NM-OSE comments/approval. Currently only includes the initial five systems.

LRG-13-03 – Valle Del Rio Water System Project – RFP/Planning/Design Stage - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment – Souder, Miller & Associates: Phase I Project is complete pending a final Change Order to replace the booster pump motors with VFDs. Final Pay App has not been received. Phase II PER amendment was completed, NMED-CPB. comments were received and are being addressed. Binding Letter of Commitment for Ph. II funding was received on 10/2/18 and we are working to complete the requirements. Engineering contract amendment is on today's agenda.

LRG-17-03 – Planning Documents for East Mesa Water System Improvements Project – NMFA 3803-PG & 3804-PG – Planning – Third revision of PER was submitted to NMED-CPB on 9/27/18 along with draft EID. Comments or approval are pending. Notice of Intent to apply for Colonias funds has been submitted to NMFA for design funding.

LRG-18-01 – High Valley Water System Improvements Project – NMFA 4645-CIF18 – Design & Construction – Souder, Miller & Assoc.– Engineering Agreement and amendments 1 & 2 have been submitted to NMED-CPB for approval of assumption of agreement & amendment #1 and approval of amendment #2. Closing will be complete 10/26/18, and we will issue Notice to Proceed to SMA.

LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build - \$150,000 SAP – Souder, Miller & Associates proposed engineering services agreement is on today's agenda for approval. Grant Agreement is fully executed, and funds are available.

LRG-18-03 – Jacquez Waterline Extension Project – Design/Build - \$50,000 SAP – Parkhill, Smith & Cooper – PSC is preparing an amendment to the Waterline Extension Project contract for final design update, bidding and construction phase services. Grant Agreement has been fully executed and funds are available. NOI to apply for CITF funding has been submitted.

LRG-19-09 – S. Valley Service Area Line Extensions – Water Trust Board application has been submitted. Engineering Services Agreement with Souder, Miller & Associates is on today's agenda.

Other projects:

RIP Loan Application for Land/Water Rights Purchase – Closing on RIP loan and closing on the purchase have been completed.

USDA-RD Community Facilities Grant for Vehicles – Purchase Order was issued 9/26/18.

Infrastructure Capital Improvements Plan 2020-2024 - This is final and has been submitted.

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. No bins been sent out for shredding in the past month.

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

Mergers – High Valley merger is substantially complete. Attorney has researched Talavera water rights issue and does not see an impediment to merger. No documents have been received for review. I have updated the Source Water Protection Plan to include High Valley as far as I'm able without technical assistance, have requested assistance thru NMED-DWB, and they have agreed. Service Area & Voting District Maps are also being updated to include High Valley.

Training – Patty and I attended NM AGO training on the Open Meetings and Inspection of Public Records Acts on 10/4/18.

Lower Rio Grande Water Users Organization – nothing new to report

EBID Surface Water Plant: - Nothing new to report.

As Needed Engineering Services - Currently we have four active Task Orders: Two with Vencor for NM DOT permit work on Stern Drive are on hold pending a State Land Office permit, one for updating the Service Area & Voting District maps, and one with BHI for securing the SLO Permit.

Collection & Lien Procedures - Second set of liens have been filed, certified letters have been sent out for a third set. 62 certified letters have been sent and 13 liens have been filed to date. Angie & Patty are working on the next set of liens.

NM Legislature - I will be preparing Capital Outlay requests for the Jacquez Road Project, Mesquite Wetlands Closure, Heavy Equipment Purchase, and for the Information Technology Project (additional Tyler software and radio-read meters and laptops)

LRGPWWA 2019 Election – Angie is working on adding voting district designations to customer accounts in the billing software for Districts 1, 2 & 6. I have drafted a Governance Document amendment for discussion at the next meeting to allow the Board to appoint directors from outside a vacant district if a volunteer cannot be found in that district.

ATTACHMENT VI – AMENDMENT TO AGREEMENTS FOR ENGINEERING SERVICES
Amendment No. 2

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 7th day of April, 2016 (effective date of Agreement) by and between the Lower Rio Grande Public Water Works Authority (successor to High Valey MDWCA), the OWNER, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this 26th day of October, 2018 (effective date of Amendment) that ENGINEER shall modify the Agreement and furnish ENGINEERING SERVICES in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Description of Modifications:

OWNER has requested ENGINEER to provide engineering services related to the High Valley Well Rehabilitation Project, as further described below and in referenced Exhibits, resulting in a modification to the existing contract scope, schedule and compensation.

B. Perform or provide the following tasks and/or deliverables:

Provide design and construction phase services for rehabilitation of the High Valley well as detailed in the attached Amendment No. 2 Exhibit B.1

C. Cost Proposal – Include hourly breakdown for each task

Total shall not exceed \$32,157.00 excluding New Mexico Gross Receipts Tax (NMGRT) as detailed in the attached Amendment No. 2 Exhibit B.2.

D. Reimbursable Expense Schedule

NA

E. Agreement Summary:


Original agreement amount:	<u>\$46,163.00</u>
Net change for prior amendments:	<u>\$19,753.00</u>
This amendment amount:	<u>\$32,157.00</u>
Adjusted Agreement amount:	<u>\$98,073.00</u>

F. Contract Time shall be 365 calendar days from the date of the OWNERS signature on Attachment VI. The services described in this amendment shall be completed and accepted by the OWNER by October 25, 2019 (DATE). If these services have not been completed and accepted by November 25, 2019 the ENGINEER shall pay the OWNER liquidated damages as outlined in the contract.

2. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: October 17, 2018
OWNER
Type Name Mike McMullen
Title Board Chairman

By:  _____ Date: Sep 20, 2019
ENGINEER
Type Name Lilla J. Reid, P.E.
Title Senior Design Manager
Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011

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

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services at the request of the Lower Rio Grande Public Water Works Authority (PWWA) (Owner). This workplan and budget is in response to the request by Lower Rio Grande PWWA to SMA to complete the design and construction phase services for the High Valley Well Rehabilitation project. The scope of work is based on the June 2017 Preliminary Engineering Report for High Valley Water System Improvements completed by SMA.

Design Phase Services

1. As-built Research: SMA will utilize information gathered during the Planning Phase for information pertinent to this project.
2. Preliminary Design of Well Rehabilitation: SMA will prepare a well design schematic for the well rehabilitation incorporating the data from the as-built research. The design will include replacement of the well pump, motor and drop pipe and three potential rehabilitation measures that may be necessary based on video inspection of the well. SMA will also prepare supplemental technical specifications that are not covered by the New Mexico Standard Specifications for Public Works Construction (NMSSPWC).
3. Engineer's Opinion of Probable Construction Cost (EOPCC): With the design complete, SMA will estimate the quantities for all of the proposed items and will prepare unit cost price estimates for each of the items using our database of existing projects and other means.
4. Prepare Contract Documents: SMA will prepare the contract documents by utilizing the Engineer's Joint Contract Document Committee (EJCDC) boiler plate. This task includes modifying the standard contract to match this project and preparing a unit price bid schedule.
5. Design Review with Owner: SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will deliver one (1) copy of the pre-final plans, the contract documents, specifications and the construction cost estimate** prior to this design review meeting. The purpose of this meeting will be to identify any issues with the proposed improvements and to ensure that they are acceptable to the owner.
6. Submission to NMED Construction Programs Bureau and Drinking Water Bureau: SMA will submit the pre-final plans, contract documents and specifications to the NMED for their review concurrent with the design review with the Owner. It is our intention to address the comments from the Owner and the comments from NMED at the same time.
7. Revisions to Plans, Contract Documents and Specifications: SMA attempt to make revisions necessary to incorporate the design review comments obtained in the review with the Owner and from the NMED review. The contract documents will be updated to include applicable wage rates as required by the funding agency.
8. Revisions to Construction Cost Estimate: The construction cost estimate will be updated to reflect the design changes.
9. Production: SMA will produce a final plan set on 24" x 36" bond, a final unbound set of the contract documents and specifications. These final documents will be used to make copies for distribution to

the Owner and for distribution during bidding. **SMA will deliver one (1) copy of the final plans, the contract documents, specifications and the construction cost estimate** to the Owner after production.

Bid Phase Services

10. Distribute Bid Documents: SMA will make ten (10) copies of the Construction Documents and will distribute the construction documents to interested contractors during bidding and to local plan rooms. Contractors may obtain copies by leaving a monetary deposit, or by contacting our office to obtain access to the digital files on our website. SMA will retain the deposit in the event that the documents are not returned. After bids are opened, SMA will keep copies on file for the selected contractor's use for a period of thirty (30) days. After this time, the surplus copies will be recycled. If the owner wishes to retain the surplus copies, SMA will deliver the copies to the owner at the end of the 30 days.
11. Answer Questions during Bidding: SMA will accept and answer questions from contractors during bidding.
12. Prepare Addenda if Required: If any additional information needs to be included in the construction documents, SMA will prepare addenda and distribute these addenda to all interested contractors, to the Owner and to the funding agency.
13. Pre-bid Conference: Prior to the bid opening, SMA will conduct a pre-bid conference to review the project and to address any outstanding issues with the construction documents. A field review of the project may be conducted during this pre-bid conference. It is assumed that the pre-bid conference can be held at Owner facilities that do not require any fees for their use, so no costs for facility use are included.
14. Open Bids: The contractors will submit their bids to SMA up to the bid opening deadline. After the bid opening deadline, SMA will read the bids received aloud, and will adjourn the bid opening meeting. It is assumed that the Owner can arrange to hold the bid opening at facilities that do not require any fees for their use, so no costs for facility use are included.
15. Preparation of Bid Tabulation: SMA will examine and tabulate the bids received to identify any math or extension errors.
16. Preparation of Recommendation of Award: SMA will examine the bid packages received for completeness. SMA will check that the contractors are properly licensed and will verify the references for the low bidder. SMA will then make a written recommendation to the owner for the award of the construction contract.

Construction Phase Services

17. Confirm Contract Documents: Once the Owner and NMED have approved the recommendation of award, SMA will prepare the contract documents and the notice of award for execution by the Owner and the Contractor. Four (4) original copies will be prepared for execution by the Owner and Contractor and for concurrence by NMED.
18. Pre-construction Conference: SMA will conduct a pre-construction conference to address construction related issues with the Owner and Contractor. The cut-off for pay periods will be set as well as the Notice to Proceed date. SMA will prepare the Notice to Proceed for execution by the

Amendment No. 2 - Exhibit B.1

Contractor and the Owner. It is assumed that the Owner can arrange to hold the pre-construction conference at facilities that do not require any fees for their use, so no costs for facility use are included.

19. Submittal and Shop Drawing Review: SMA will review submittals and other data that the contractor is required to submit for conformance with the information in the contract documents and compatibility with the design concept of the project as a functioning whole. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. SMA will verify and document whether contractor submittals are in accordance with the technical specification. SMA will create and maintain a log of all submittals and shop drawings.
20. Respond to Requests for Information: SMA will respond to the contractor's Requests for Information (RFIs) in writing. SMA will create and maintain a log of all RFIs. This may include issuing necessary clarifications and interpretations of the contract documents and technical specifications as appropriate.
21. Progress Meetings: SMA will establish, coordinate and attend regular project meetings during the duration of the project. The fee is based on attending monthly meetings and preparing agendas and meeting minutes
22. Preparation of Periodic Pay Requests: SMA will prepare periodic pay requests for the work accomplished during the pay period as verified by the construction observer. Based on review of applications for payment and accompanying support documentation, SMA will recommend the amounts that the contractor be paid. Such recommendations of payment will be based on such observations and review that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents, and the conditions precedent to contractors' being entitled to such payment appear to have been fulfilled.
23. Preparation of Contract Change Orders: SMA will prepare any change orders required for the project.
24. Complete acceptance meetings: SMA will schedule and arrange acceptance meeting when notified by the Contractor that the project is ready for acceptance. SMA will complete One (1) acceptance meeting, prepare and distribute a "punchlist" outlining items to be addressed, and complete One (1) follow-up meeting after Contractor indicates that the "punchlist" has been completed. Preparation of Close-out Documents: At the completion of the project, SMA will prepare the closeout documents required by the NMED.
25. Preparation of Record Drawings: **SMA will submit two sets of full-size record drawings to the Owner in printed format, one additional set will be submitted in digital (both PDF and AutoCAD) format to the Owner upon completion.**

Construction Observation Services

26. Full-time Observation of Well Installation: SMA will provide an on-site observer on a full-time basis for four days during construction. This work will include coordination of the construction schedule with the contractor and verification of quality of work for conformance to NMSSPWC and the contract documents and supplemental technical specifications. Job site safety shall be the sole responsibility of the contractor. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials

Amendment No. 2 - Exhibit B.1

or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.

Assumptions

1. Property/Easement Research: SMA assumes that all improvements will be on existing easements or property owned by the Owner. SMA assumes that no property or easement research or acquisition will be required.
2. SMA assumes that there is no contamination on the project site. If contamination is found on the project site and investigation is required SMA will alert the Owner, and additional scope and fee will be negotiated with the Owner.
3. SMA has not included budget for application fees or insurance fees that may be required by right of way management agencies. These fees, should they be required, shall be paid directly by the Owner.

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for this phase of the project will use a combination of lump sum (fixed fee) and time and materials (T&M) billing methods. The single task to be billed using a time and materials format will include an itemized breakdown of individual charges. The tasks to be billed on a lump sum basis will have an invoice that will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

Lump Sum Budget Summary		
Task	Description	Budget Requested
P3T23	Preliminary Design	\$5,613.00
P4T23	Final Design	\$4,093.00
P5T01	Bid Administration	\$8,500.00
P6T01	Construction Administration	\$8,372.00
Total Workplan Cost (not including NMGRT)		\$26,578.00

Time and Materials Budget Summary		
Task	Description	Budget Requested
P6T10	Resident Project Representative	\$5,579.00
Total Workplan Cost (not including NMGRT)		\$5,579.00

Exhibit B.2 - Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: High Valley Well Rehabilitation
Project Number: 6327602
Owner: Lower Rio Grande PWWA
Date of Submittal: September 19, 2018
Tax Rate on Services: 8.3125%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P3T23 - Preliminary Design	\$ 5,613.00	\$ 466.58	\$ 6,079.58
P4T23 - Final Design	\$ 4,093.00	\$ 340.23	\$ 4,433.23
P5T01 - Bid Administration	\$ 8,500.00	\$ 706.56	\$ 9,206.56
P6T01 - Construction Administration	\$ 8,372.00	\$ 695.92	\$ 9,067.92
P6T10 - Resident Project Representative	\$ 5,579.00	\$ 463.75	\$ 6,042.75
TOTALS	\$ 32,157.00	\$ 2,673.05	\$ 34,830.05

EXHIBIT B.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

DESIGN PHASE - BASIC ENGINEERING SERVICES

Project Description: High Valley Well Rehabilitation
Project Number: 6327602
Owner: Lower Rio Grande PWWA
Date of Submittal: September 19, 2018
Tax Rate on Services: 8.3125%

Note: Figures in this table do not include tax.

Job Description		Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr I	Staff EIT/LSIT Sci. II	Sr. Eng. Des/Surv. Tech IV	Construc. Observer IV	Admin IV	Mileage	Expenses	GPS	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit		\$ 220	\$ 190	\$ 165	\$ 110	\$ 100	\$ 105	\$ 110	\$ 110	\$ 0.545	\$ 1.00	\$ 20			
Unit		Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Hr	\$	\$	\$
Task															
Preliminary Design															
Project Management Plan					1								\$ 110		
Start-Up Meeting w/ Design Team				0.5	0.5		0.5						\$ 190		
Invoicing					0.5				0.5				\$ 110		
P3T23 - Preliminary Design															
Preliminary Design (Below):															
Cover Sheet/Index/Notes/Key Map	2			1	1		2						\$ 485		
Well Details	1			1	2		8						\$ 1,225		
Electrical Details	1			0.5	1		4						\$ 613	\$ 1,650	
R/W & Permitting Requirements				1	2						95		\$ 480		
In-House Quality Control				2	2	2							\$ 750		
Subtotal Hours:		0	0	6	10	2	14.5	0	0.5	0	95	0	\$ 3,963	\$ 1,650	\$ 5,613
Subtotal Cost:		\$ -	\$ -	\$ 990	\$ 1,100	\$ 200	\$ 1,523	\$ -	\$ 55	\$ -	\$ 95	\$ -	\$ 3,963		
P4T23 - Final Design															
Permitting Adjustment Req s					1								\$ 110		
Final Design (Below):															
Cover Sheet/Index/Notes/Key Map	2			0.5	1		2						\$ 403		
Well Details	1			0.5	1		2						\$ 403		
Electrical Details	1			0.5	1		2						\$ 403		
Prepare OPCC				1	1	4							\$ 675		
Prepare Technical Specifications				1	1	4							\$ 675		
Prepare Contract Documents				1	1	4							\$ 675		
In-House Quality Control				1	1	1							\$ 375		
Design Review				1	1	1							\$ 375		
Subtotal Hours:		0	0	6.5	9	14	6	0	0	0	0	0	\$ 4,093	\$ -	\$ 4,093
Subtotal Cost:		\$ -	\$ -	\$ 1,073	\$ 990	\$ 1,400	\$ 630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,093		

Total Cost of Design Phase Services: \$ 9,705

EXHIBIT B.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: High Valley Well Rehabilitation
Project Number: 6327602
Owner: Lower Rio Grande PWWA
Date of Submittal: September 19, 2018
Tax Rate on Services: 8.3125%
 Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr. I	Staff EIT/LSIT Sci. II	Sr. Eng. Des./Surv. Tech IV	Construc. Observer IV	Admin IV	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 220	\$ 190	\$ 165	\$ 110	\$ 100	\$ 105	\$ 110	\$ 110	\$ 0.545	\$ 1.00	\$ 144			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	\$	\$	\$
Task														
P5T01 - Bid Administration														
Advertisement for Bids				2				2		250		\$ -		\$ 690
Preparation/Distribution Packets (10)				4	2	4				500		\$ 1,560		
Pre-Bid Conference			3	3					50	65		\$ 917		
Addenda and Clarifications			4	4		4						\$ 1,520		
Receive Bids			3	3					50	100		\$ 952		
Evaluate Bids			2	8								\$ 1,210		
Recommendation/Award of Bid			1	8								\$ 1,045		
Execute Construction Contract			1	4								\$ 605		
Subtotal Hours:	0	0	14	36	2	8	0	2	100	915	0	\$ 8,500	\$ -	\$ 8,500
Subtotal Cost:	\$ -	\$ -	\$ 2,310	\$ 3,960	\$ 200	\$ 840	\$ -	\$ 220	\$ 55	\$ 915	\$ -	\$ 8,500		
P6T01 - Construction Administration														
Pre-Construction Conf Prep				1								\$ 110		
Pre-Construction Conference			3	3			3		50	40		\$ 1,222		
Review/Approve Submittals			1	8	4							\$ 1,445		
Evaluate Contractor Pay Requests (1)			1	6								\$ 825		
Coordinate/Attend Partial Payments (1)			3	3					50	50		\$ 902		
Closeout Documents/Procedures			1	2								\$ 385		
Record Drawings			1	4	4	8						\$ 1,845		
O&M Manual			1	2	4							\$ 785		
11th Month Inspection			3	3					50	150		\$ 852		
Subtotal Hours:	0	0	14	32	12	8	3	0	150	90	0	\$ 8,372	\$ -	\$ 8,372
Subtotal Cost:	\$ -	\$ -	\$ 2,310	\$ 3,520	\$ 1,200	\$ 840	\$ 330	\$ -	\$ 82	\$ 90	\$ -	\$ 8,372		

Total Cost of Construction Phase Services: \$ 16,871

CONSTRUCTION PHASE - ADDITIONAL ENGINEERING SERVICES

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr. I	Staff EIT/LSIT Sci. II	Sr. Eng. Des./Surv. Tech IV	Construc. Observer IV	Admin IV	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 220	\$ 190	\$ 165	\$ 110	\$ 100	\$ 105	\$ 110	\$ 110	\$ 0.545	\$ 1.00	\$ 144			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	\$	\$	\$
Task														
P6T10 - Resident Project Representative														
On-site construction observation							48		180	200		\$ 5,578		
Number of Visits = 4												\$ -		
Hours per Visit = 12												\$ -		
Basis of Visits = Daily/Full-Time												\$ -		
Subtotal Hours:	0	0	0	0	0	0	48	0	180	200	0	\$ 5,578	\$ -	\$ 5,578
Subtotal Cost:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,280	\$ -	\$ 98	\$ 200	\$ -	\$ 5,578		

Total Cost of Additional Engineering Services during the Construction Phase: \$ 5,578

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

THIS Agreement, made this 28th day of September 2018 (effective date) by and between Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates hereinafter referred to as the ENGINEER. This contract expires on September 28, 2022.

The OWNER intends to construct a Project consisting of design and construction phase services for construction of approximately 1,200 linear foot of 21-inch waterline extension from the intersection of Stern Drive and Mesquite Drive north along Stern Drive.

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

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Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
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Authorization to proceed date: This _____ day of _____, 20____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.

- Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This _____ day of _____, 20____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
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Authorization to proceed date: This _____ day of _____, 20____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
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_____his phase expires on _____.

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 amendment 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) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the 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 to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the 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 the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

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

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, 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 reviewed and 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 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 errors or omissions 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 to the proportionate extent, in accordance with applicable law, for 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) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the 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 the 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, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ and independent cost estimator.

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

(g) The standard of care of all professional engineering and related services performed or furnished by the 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. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the 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) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The 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 the 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 the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. 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.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part 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. Any termination must be in writing. 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 to cure the default with the terminating party before termination.

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

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

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

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

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

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by

the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

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

(d) 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.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
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 negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes 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, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The 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 provide for completion within the Contract Time. It is expressly understood and agreed, by and between the 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. The ENGINEER agrees to promptly notify the 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 Attachments, 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 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 the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] 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. The 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 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, the OWNER, and the State water pollution control agency, or 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 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 agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to 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 must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

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

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the 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) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

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

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the 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 the 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 the 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 the 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 the ENGINEER is performing professional services for the OWNER and that the 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 the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the 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

The 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 the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

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

17. Gratuities

(a) If the OWNER find 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 Subsection (a) of this Section, 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) confirm 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 confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

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:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

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

(Mark those that apply or describe, attach or indicate “None”)

None

1. The OWNER and ENGINEER agree that the contract time identified in each Attachment to this Agreement is considered met upon substantial completion of the Work associated with each Phase. Substantial completion is understood as submittal of a final draft of the required documentation and/or completion of tasks identified for each Phase. Liquidated damages shall not apply to the time required for final review and acceptance by the OWNER and/or the Funding Agency, and time required by the ENGINEER to make minor adjustments to the Work as requested by the OWNER, State regulatory agencies, or Funding Agency. The time required by the ENGINEER to make such minor adjustments however, shall not exceed 21 days, after which time liquidated damages as identified in Section A.8 shall apply.

2. The standard rates identified within each Exhibit to the present Agreement are effective as of the date of the Agreement and will be adjusted annually and submitted to the OWNER in the month of January of each subsequent year that the Agreement remains in force, to reflect equitable changes in the compensation payable to ENGINEER. The only rate that will be adjusted automatically with or without notification is the mileage rate which is tied to the current IRS rate as of the date of each invoice.

Special Provisions: Electronic File Transfer Clause

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

Final submittal of documents shall also be submitted in pdf 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 Souder, Miller & Associates 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 Souder, Miller & Associates 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 community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

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 the 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. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

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 the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS
used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

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

2. CHANGES

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

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

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

3. TERMINATION

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

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

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

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

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

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

4. REMEDIES

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

5. AUDIT; ACCESS TO RECORDS

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

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

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

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

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

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

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

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of

securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

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

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

8. FINAL PAYMENT

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

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement 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 C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: October 17, 2018

OWNER

Type Name Mike McMullen

Title Board Chairman

By:  _____ Date: Sep 20, 2018

ENGINEER

Type Name Karl E. Tonander, P.G., P.E.

Title Senior Vice President

Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – 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 not less than \$500,000 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 \$1,000,000 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.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 28th day of September, 2018 (effective date) by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this 28th day of September, 2018 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

Provide design phase services as detailed in Exhibit B.1 for the design and construction of approximately 1,200 linear feet of 12-inch PVC waterline extension along Stern Drive north from the intersection of Stern Drive and Mesquite Drive.

B. Cost Proposal – Include hourly breakdown for each task

As detailed in the attached Amendment No. 2 Exhibit B.2, total shall not exceed \$19,895.00 excluding New Mexico Gross Receipts Tax (NMGRT).

C. Reimbursable Expense Schedule

NA

D. Contract Time shall be 365 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by September 30, 2019 (DATE). If design phase services have not been completed and accepted by October 25, 2019 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$19,895.00, excluding gross receipt tax.

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

3. 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.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: October 17, 2018

OWNER

Type Name Mike McMullen

Title Board Chairman

By:  _____ Date: Sep 20, 2018

ENGINEER

Type Name Karl E. Tonander, P.G., P.E.

Title Senior Vice President

Address 3500 Sedona Hills Parkway

Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 28th day of September, 2018 (effective date) by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this 28th day of September, 2018 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

As detailed in Exhibit B.1, provide bid administration, construction administration, construction observation, closeout and record drawings for construction of approximately 1,200 linear feet of 12-inch PVC waterline along Stern Drive north from the intersection of Stern Drive and Mesquite Drive.

B. Cost Proposal – Include hourly breakdown for each task

Total shall not exceed \$31,975.00 excluding New Mexico Gross Receipts Tax (NMGRT), as detailed in the attached Amendment No. 2 Exhibit C.2, .

C. Reimbursable Expense Schedule

NA

D. Contract Time shall be 365 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by September 30, 2019 (DATE). If construction phase services have not been completed and accepted by October 25, 2019 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Construction Phase shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$22,585.00, excluding gross receipt tax.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Construction Phase, as described, shall not exceed \$9,390.00, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. 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.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: October 17, 2018

OWNER

Type Name Mike McMullen

Title Board Chairman

By:  _____ Date: Sep 20, 2018

ENGINEER

Type Name Karl E. Tonander, P.G., P.E.

Title Senior Vice President

Address 3500 Sedona Hills Parkway

Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design, Bid, Construction and Construction Observation Services to Lower Rio Grande Public Water Works Authority (Owner). SMA proposes to complete the following scope of work.

Engineering Services for up to 1,200 linear feet of new 12-inch PVC waterline, including appurtenances, along Stern Drive south from Mesquite Drive (NM-228).

Preliminary Design Phase Services

1. **Property/Easement Research:** SMA will research New Mexico Department of Transportation and County Right-of-Way Maps, and will research County plat records for adjacent properties and for existing easements that are applicable to the project. Included are the copying and related costs charged by the County for this research. SMA has not included a title search or warranty deed research in this scope of services.
2. **As-built Research:** SMA will go through the Owner's available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
3. **Utility Coordination:** SMA will submit a design conference ticket and a design locate to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project. SMA will not follow-up with utilities that do not respond to the design conference ticket. SMA has not included physical utility location nor associated mapping in this scope of services.
4. **Topographical Survey:** SMA will perform a topographical survey of the project area. This survey will identify the approximate locations of property boundaries and easements based on occupation lines, but will not include a boundary survey of these properties. The survey will collect utility markings from the 811 design locate.
5. **Design of Waterline Plan:** SMA will prepare a pre-final horizontal alignment design for the waterline(s) incorporating the data from the as-built research, the utility coordination and the property and easement research.
6. **Design of Waterline Profile:** SMA will prepare the pre-final design of the profile for the waterline(s). This profile will take into account the known underground utilities and will account for depth of bury if that information was relayed by the utility companies and attempt to minimize high points in the waterline.
7. **Design Water Connections:** SMA will prepare the pre-final design of the connections to the proposed waterline(s). SMA will design the connections to the existing system and any branch lines. Design of service lines connections will not be included in this task because this work is covered by in the standard details, and the location of the service lines will be field coordinated by the construction observer during construction.

Exhibit B.1

Preliminary Design, Final Design, Bid, Construction Phase and Construction Observation Services

Scope of Services

8. **Prepare Plans:** SMA will prepare a pre-final set of plans to include the design elements above and a Cover Sheet, General Notes, Overall Map with Survey Control, Standard Details, and Standard Construction Traffic Control Sheets.
9. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the pre-final design of the waterline(s) is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.
10. **Prepare Contract Documents and Specifications:** SMA will prepare contract documents utilizing the Engineers Joint Contract Documents Committee (EJCDC) standard contract. This task includes modifying the standard contract for this project, and preparing a bid schedule. SMA will also prepare technical specifications to cover work included in the project. SMA will also prepare technical specifications to cover work included in the project that is not outlined in the New Mexico Standard Specifications for Public Works Construction (NMSSPWC).
11. **Submission to Agencies:** SMA will submit the pre-final plans, contract documents and technical specifications (Construction Documents) to the following Agencies for their review concurrent with the design review with the Owner:
 - a. New Mexico Environment Department (NMED) – Construction Programs Bureau (CPB)
 - b. New Mexico Environment Department (NMED) – Drinking Water Bureau (DWB)SMA intends to address the comments from the Owner and the Agencies at the same time.
12. **Right-of-Way Permits:** SMA will submit right-of-way permit applications with the pre-final plans to the NMDOT. SMA will relay comments received during the permitting process to the Owner to ensure that the Owner agrees with design changes needed.
13. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will deliver three (3) copies of the pre-final Construction Documents and the EOPCC** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles and connections for the waterline(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey. The meeting is also intended to get Owner input on the standard details and any identify any Owner concerns related to operation and maintenance.

Final Design Phase Services

14. **Revisions to Construction Documents:** SMA will revise the Construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner and Agency reviews. The contract documents will be updated to include applicable wage rates as required by the Funding Agency.
15. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
16. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agency as needed based on review comments received.
17. **Production:** SMA will produce a final plan set on 24" x 36" bond, and a final unbound set of the contract documents and specifications. These final documents will be used to make copies for

Scope of Services

distribution to the Owner and for distribution during bidding. **SMA will deliver three (3) hardcopies of the final Construction Documents and the construction cost estimate (and one digital pdf copy) to the Owner after production.**

Bid Phase Services

18. **Distribute Bid Documents:** SMA will make ten (10) copies of the Construction Documents and will distribute the construction documents to interested Contractors during bidding and to local plan rooms. Contractors may obtain copies by leaving a monetary deposit, or by contacting SMA to obtain access to the digital files on the SMA website. SMA will retain the deposit if the documents are not returned. After bids are opened, SMA will keep copies on file for the selected Contractor's use for a period of thirty (30) days. After this time, the surplus copies will be recycled. If the Owner wishes to retain the surplus copies, SMA will deliver the copies to the Owner at the end of the 30 days.
19. **Substitution Evaluation:** SMA will evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, provided that such proposals are allowed by the contract documents prior to award of contracts for the Work. Engineer shall issue a bid addendum to allow approved "or equals" and substitutes.
20. **Answer Questions During Bidding:** SMA will accept and answer questions from Contractors during bidding.
21. **Prepare Addenda:** If any additional information needs to be included in the construction documents, SMA will prepare addenda and distribute these addenda to all interested Contractors, to the Owner and to the funding Agency.
22. **Pre-bid Conference:** Prior to the bid opening, SMA will conduct a pre-bid conference to review the project and to address any outstanding issues with the construction documents. A field review of the project may be conducted during this pre-bid conference. SMA assumes that the Owner can arrange to hold the pre-bid conference at facilities that do not require any fees for their use, so no costs for facility use are included.
23. **Open Bids:** The Contractors will submit their bids to the Owner up to the bid opening deadline. After the bid opening deadline, SMA will read the bids received aloud, and will adjourn the bid opening meeting.
24. **Preparation of Bid Tabulation:** SMA will examine and tabulate the bids received to identify any math or extension errors.
25. **Preparation of Recommendation of Award:** SMA will examine the bid packages received for completeness. SMA will check that the Contractors are properly licensed and will verify the references for the low bidder. SMA will then make a written recommendation to the Owner for the award of the construction contract.

Construction Phase Services

26. **Conform Contract Documents:** Once the Owner and Agency have approved the recommendation of award, SMA will prepare the notice of award for execution by the Owner and the Contractor. SMA will also prepare the contract documents for execution. Four (4) original copies will be prepared for execution by the Owner and Contractor and for concurrence by the Funding Agency. SMA will

Exhibit B.1

Preliminary Design, Final Design, Bid, Construction Phase and Construction Observation Services

Scope of Services

distribute the fully executed copies to the Owner, the Contractor the Funding Agency, and will keep one original.

27. **Pre-construction Conference:** SMA will conduct a pre-construction conference to address construction related issues with the Owner and Contractor. The cut-off for pay periods will be set as well as the Notice to Proceed date. SMA will prepare the Notice to Proceed for execution by the Contractor and the Owner.
28. **Submittal and Shop Drawing Review:** SMA will review submittals and other data that the Contractor is required to submit for conformance with the information in the contract documents and compatibility with the design concept of the project as a functioning whole. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. SMA will verify and document whether Contractor submittals are in accordance with the technical specification. SMA will create and maintain a log of all submittals and shop drawings.
29. **Respond to Requests for Information:** SMA will respond to the Contractor's Requests for Information (RFIs) in writing. SMA will create and maintain a log of all RFIs. This may include issuing necessary clarifications and interpretations of the contract documents and technical specifications as appropriate.
30. **Field Orders:** SMA may issue field orders authorizing minor variations from the requirements of the contract documents and technical specifications.
31. **Site Visits:** SMA will make periodic visits to the site to observe the progress and quality of the various aspects of the Contractor's work. Based on the information obtained, and to the extent possible during such visits and observations, SMA will determine if the work is proceeding in accordance with the contract documents and technical specifications and will keep the Owner informed of the progress of the work. During such visits, Engineer will recommend to the Owner that the Contractor's work be disapproved and rejected while it is in progress if SMA believes that such work will not produce a completed project that conforms generally to the contract documents and technical specifications or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents and technical specifications. The fee is based on making one site visit during the ten calendar day construction project duration and preparing a site visit record for the Owner via email.
32. **Progress Meetings:** SMA will establish, coordinate and attend regular project meetings throughout the duration of the project. The fee is based on attending monthly meetings for the ten calendar day construction project duration and preparing agendas and meeting minutes for these meetings.
33. **Preparation of Periodic Pay Requests:** SMA will prepare periodic pay requests for the work accomplished during the pay period as verified by the construction observer. Based on the construction observer review of applications for payment and engineer review of accompanying support documentation, SMA will recommend the amounts that the Contractor be paid. Such recommendations of payment will be based on such observations and review that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents, and the conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled.

Exhibit B.1

Preliminary Design, Final Design, Bid, Construction Phase and Construction Observation Services

Scope of Services

34. **Preparation of Contract Change Orders:** SMA will recommend action on any proposed contract changes including review of proposed pricing. SMA will prepare formal change orders required for the project.
35. **Complete Acceptance Meeting:** SMA will schedule and arrange acceptance meetings when notified by the Contractor that the project is ready for acceptance. SMA will complete one (1) acceptance meetings, prepare and distribute a “punchlist” outlining items to be addressed, and complete one (1) follow-up meeting after Contractor indicates that the “punchlist” has been completed and make a recommendation to the Owner regarding project acceptance.
36. **Preparation of Close-out Documents:** At the completion of the project, SMA will complete forms, provide direction and coordinate completion of the closeout documents required by the NMED listed below
 - a. Certification of Substantial Completion
 - b. Consent of Surety to Final Payment
 - c. Engineer & Community Acceptance
 - d. Labor Standards Certification
 - e. Record Drawings & O&M Manuals Acceptance
 - f. Release of Liens
 - g. Certification of Fiscal Sustainability Plan Completion by Local Authority
37. **Maintain Records:** The Consultant will maintain records of all contract documents, change orders, RFIs, pay requests, funding reimbursement requests, financial status reports, certified payroll, and design and construction documents during the entire construction period and will deliver one (1) copy of the complete project records to the Owner at the completion of construction in digital PDF format.
38. **Preparation of Record Drawings:** SMA will update the construction plans to reflect changes made during construction. Record Drawings will be prepared utilizing the project documentation provided by the Contractor. **SMA will submit two sets of full-size record drawings to the Owner in printed format, one additional set will be submitted in digital (both PDF and AutoCAD) format** to the Owner upon completion.
39. **Warranty Meeting:** SMA will schedule and arrange warranty meetings 11 months after the substantial completion date to make recommendations to the Owner regarding corrections covered by the Contractor’s warranty that need to be completed. SMA will complete One (1) warranty meeting, prepare and distribute a “punchlist” outlining items to be addressed, and complete One (1) follow-up meeting after Contractor indicates that the “punchlist” has been completed.

Construction Observation Services

40. **Construction Observation:** SMA will provide an on-site Resident Project Representative (RPR) on a full-time basis during progression of construction. The fee for this work was based on a construction duration of ten calendar days. This work will include coordination of the construction schedule with the Contractor and verification of quality of work for conformance with the Construction Documents.
41. **Preconstruction Conference:** The RPR will participate in the pre-construction conference prior to commencement of work at the site.

Exhibit B.1

Preliminary Design, Final Design, Bid, Construction Phase and Construction Observation Services

Scope of Services

- 42. **Quantity Verification:** The RPR will verify the quantities in applications for payment and accompanying support documentation and advise the engineer regarding the amounts that the Contractor should be paid.
- 43. **Material Verification:** While on-site, SMA will verify and document that material received is per the submittals, material installed, tested and measured per the technical specifications.

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

<u>Task</u>	<u>Duration (calendar days)</u>
List of data needed from Owner	20 days from contract execution
Field Surveying and Mapping	30 days from the notice to proceed
Preliminary Design Phase Services	35 days from the receipt of Owner data
Final Design Phase Services	25 days from the receipt of Agency and Owner comments
Bid Phase Services	30 days from the receipt of Agency approval and Owner authorization to Bid
Construction Phase Services	45 days from the construction Notice to Proceed
Construction Observation Services	45 days from the construction Notice to Proceed
Closeout / Record Drawing Services	30 days from final completion

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGR). NMGR will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

<u>Task</u>	<u>Cost</u>
Field Surveying and Mapping Services	\$ 4,632.00
Preliminary Design Phase Services	\$ 11,600.00
Final Design Phase Services	\$ 3,663.00
Bid Phase Services	\$ 8,480.00
Construction Phase Services	\$ 9,080.00
Construction Observation Services	\$ 9,390.00
Closeout / Record Drawing Services	\$ 5,025.00

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

- 1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.

Exhibit B.1

Preliminary Design, Final Design, Bid, Construction Phase and Construction Observation Services

Scope of Services

2. SMA assumes that the Owner holds titles or easements to any properties required for the project with the exception of the public rights-of-way listed above. A title search, warranty deed research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
4. SMA assumes that the bid opening and the preconstruction conference will either be held at SMA's offices or that the Owner can arrange to hold the meetings at facilities that do not require any fees for their use. No costs for use of a third-party facility are included in the fee.
5. SMA assumes that the construction progress meeting can be held at the contractor's trailer or at the Owner's facilities. No costs for use of a third-party facility are included in the fee.
6. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.

Exhibit B.2 - Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: LRGPWWA Stern Drive Waterline Project
Project Number: 6327622
Owner: Lower Rio Grande PWWA
Date of Submittal: September 14, 2008
Tax Rate on Services: 8.3125%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P3T01 - Field Survey and Mapping	\$ 4,632.00	\$ 385.04	\$ 5,017.04
P3T20 - Preliminary Design	\$ 11,600.00	\$ 964.25	\$ 12,564.25
P4T20 - Final Design	\$ 3,663.00	\$ 304.49	\$ 3,967.49
P5T01 - Bid Administration	\$ 8,480.00	\$ 704.90	\$ 9,184.90
P6T01 - Construction Administration	\$ 9,080.00	\$ 754.78	\$ 9,834.78
P7T01 - Closeout	\$ 5,025.00	\$ 417.70	\$ 5,442.70
P6T10 - Construction Observation	\$ 9,390.00	\$ 780.54	\$ 10,170.54
TOTALS	\$ 51,870.00	\$ 4,311.69	\$ 56,181.69

EXHIBIT B.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

DESIGN PHASE - BASIC ENGINEERING SERVICES

Project Description: LRGPWWA Stern Drive Waterline P
Project Number: 6327622
Owner: Lower Rio Grande PWWA
Date of Submittal: September 14, 2008
Tax Rate on Services: 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Senior Eng./Sur. Mgr. I	Project Eng./Sci. Mgr I	Staff EIT/LSIT Sci. II	Sr. Eng. Des/Surv. Tech IV	Admin IV	GPS	Mileage	Expenses	1/2 Day Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 220	\$ 190	\$ 165	\$ 145	\$ 110	\$ 100	\$ 105	\$ 110	\$ 20	\$ 0.545	\$ 1.00	\$ 144			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	\$	\$	\$
Task															
P3T01 - Field Survey and Mapping															
Survey Plan / Instructions				1									\$ 145	\$ -	\$ 145
Survey Research:													\$ -	\$ -	\$ -
Utility Locations				1		1	1						\$ 350	\$ -	\$ 350
Right of Way / Easements				2									\$ 290	\$ -	\$ 290
Property Ownership				2									\$ 290	\$ -	\$ 290
Obtain Permission to Survey				1									\$ 145	\$ -	\$ 145
Perform Field Research				2									\$ 290	\$ -	\$ 290
Perform Field Survey						8	8		8	30			\$ 1,816	\$ -	\$ 1,816
Establish Utility & R/W Location				2									\$ 290	\$ -	\$ 290
Establish Control Points				1									\$ 145	\$ -	\$ 145
Aerial Mapping				1									\$ 145	\$ -	\$ 145
Download Data / tins & contours				2									\$ 290	\$ -	\$ 290
Prepare Mapping				2									\$ 290	\$ -	\$ 290
Verify Accuracy of Survey				1									\$ 145	\$ -	\$ 145
Subtotal Hours:	0	0	0	18	0	9	9	0	8	30	0	0	\$ 4,631	\$ -	\$ 4,631
Subtotal Cost:	\$ -	\$ -	\$ -	\$ 2,610	\$ -	\$ 900	\$ 945	\$ -	\$ 160	\$ 16	\$ -	\$ -	\$ 4,631		
P3T20 - Preliminary Design															
Project Administration													\$ -	\$ -	\$ -
Project Management Plan					0.5								\$ 55	\$ -	\$ 55
Start-Up Meeting w/ Design Team			1		1		1						\$ 380	\$ -	\$ 380
Monthly Invoicing					1			1					\$ 220	\$ -	\$ 220
Preliminary Design													\$ -	\$ -	\$ -
Property/Easement Research					1								\$ 110	\$ -	\$ 110
As-built Research					2								\$ 220	\$ -	\$ 220
Utility Coordination					1								\$ 110	\$ -	\$ 110
Design Plans:													\$ -	\$ -	\$ -
Index / Cover / Notes / Key Map	2		1		1		2						\$ 485	\$ -	\$ 485
Survey Control	1		1		1		2						\$ 485	\$ -	\$ 485
Plan & Profiles	4		2		8		20						\$ 3,310	\$ -	\$ 3,310
Details	2		1		2		4						\$ 805	\$ -	\$ 805
Traffic Control	2		1		1		2						\$ 485	\$ -	\$ 485
EOPCC			1		4								\$ 605	\$ -	\$ 605
Prepare Contract Documents and Specifications			2		6								\$ 990	\$ -	\$ 990
Internal Review			1		4		1						\$ 710	\$ -	\$ 710
QAQC			1		4		1						\$ 710	\$ -	\$ 710
Submission to Agency[ies]					4		1				100		\$ 645	\$ -	\$ 645
Right-of-Way Permits			1	2	4		1						\$ 1,000	\$ -	\$ 1,000
Design Review with Owner			1		1								\$ 275	\$ -	\$ 275
Subtotal Hours:	0	0	14	2	46.5	0	35	1	0	0	100	0	\$ 11,600	\$ -	\$ 11,600
Subtotal Cost:	\$ -	\$ -	\$ 2,310	\$ 290	\$ 5,115	\$ -	\$ 3,675	\$ 110	\$ -	\$ -	\$ 100	\$ -	\$ 11,600		
P4T20 - Final Design															
Design Plans:													\$ -	\$ -	\$ -
Index / Cover / Notes / Key Map	2		0.5		1		2						\$ 403	\$ -	\$ 403
Survey Control	1		0.5		1		1						\$ 298	\$ -	\$ 298
Plan & Profiles	4		0.5		1		8						\$ 1,033	\$ -	\$ 1,033
Details	2		0.5		1		4						\$ 613	\$ -	\$ 613
Traffic Control	2		0.5		1		2						\$ 403	\$ -	\$ 403
Revisions to EOPCC			1		2								\$ 385	\$ -	\$ 385
Resubmittal					1		1				100		\$ 315	\$ -	\$ 315
Production					1		1						\$ 215	\$ -	\$ 215
Subtotal Hours:	0	0	3.5	0	9	0	19	0	0	0	100	0	\$ 31,193	\$ -	\$ 3,663
Subtotal Cost:	\$ -	\$ -	\$ 578	\$ -	\$ 990	\$ -	\$ 1,995	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ 3,663		

Total Cost of Design Phase Services: \$ 19,894

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: LRGPWVA Stern Drive Waterline P
Project Number: 6327622
Owner: Lower Rio Grande PWWA
Date of Submittal: September 14, 2008
Tax Rate on Services: 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr I	Staff EIT/LSIT Sci. II	Sr. Eng. Des/Surv. Tech IV	Construc. Observer IV	Admin IV	Mileage	Expenses	1/2 Day Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 220	\$ 190	\$ 165	\$ 110	\$ 100	\$ 105	\$ 110	\$ 110	\$ 0.545	\$ 1.00	\$ 15			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	\$	\$	\$
Task														
P5T01 - Bid Administration														
Distribute Bid Documents				2				2				\$ 440	\$ -	\$ 440
Substitution Evaluation			1	2	2							\$ 585	\$ -	\$ 585
Answer Questions During Bidding			2	4	4							\$ 1,170	\$ -	\$ 1,170
Prepare Addenda	1	1	2	4	4							\$ 1,580	\$ -	\$ 1,580
Pre-bid Conference			3	3					35	100		\$ 944	\$ -	\$ 944
Open Bids			3	3								\$ 825	\$ -	\$ 825
Preparation of Bid Tabulation			1	2	8							\$ 1,185	\$ -	\$ 1,185
Preparation of Recommendation of Award			2	2	12							\$ 1,750	\$ -	\$ 1,750
Subtotal Hours:	1	1	14	22	30	0	0	2	35	100	0	\$ 8,479	\$ -	\$ 8,479
Subtotal Cost:	\$ 220	\$ 190	\$ 2,310	\$ 2,420	\$ 3,000	\$ -	\$ -	\$ 220	\$ 19	\$ 100	\$ -	\$ 8,479		
P6T01 - Construction Administration														
Conform Contract Documents			1	1	3							\$ 575	\$ -	\$ 575
Pre-construction Conference			3	3			3					\$ 1,155	\$ -	\$ 1,155
Submittal and Shop Drawing Review			1	1	3							\$ 575	\$ -	\$ 575
Respond to Requests for Information			1	2	6							\$ 985	\$ -	\$ 985
Field Orders			1	1	4							\$ 675	\$ -	\$ 675
Site Visits			3	3								\$ 825	\$ -	\$ 825
Progress Meetings			6	6								\$ 1,650	\$ -	\$ 1,650
Preparation of Periodic Pay Requests			2	8								\$ 1,210	\$ -	\$ 1,210
Preparation of Contract Change Orders			1	4								\$ 605	\$ -	\$ 605
Complete Acceptance Meeting			3	3								\$ 825	\$ -	\$ 825
Subtotal Hours:	0	0	22	32	16	0	3	0	0	0	0	\$ 2,640	\$ -	\$ 9,080
Subtotal Cost:	\$ -	\$ -	\$ 3,630	\$ 3,520	\$ 1,600	\$ -	\$ 330	\$ -	\$ -	\$ -	\$ -	\$ 9,080		
P7T01 - Closeout														
Prepare Closeout Documents			1	2	6							\$ 985	\$ -	\$ 985
Preparation of Record Drawings			1	2	4	12						\$ 2,045	\$ -	\$ 2,045
Warranty Meeting			3	3								\$ 825	\$ -	\$ 825
QAQC			2	2	2	4						\$ 1,170	\$ -	\$ 1,170
Subtotal Hours:	0	0	7	9	12	16	0	0	0	0	0	\$ 1,170	\$ -	\$ 5,025
Subtotal Cost:	\$ -	\$ -	\$ 1,155	\$ 990	\$ 1,200	\$ 1,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,025		
P6T10 - Construction Observation														
Construction Observation							70		210		105	\$ 9,389	\$ -	\$ 9,389
Number of Visits = <u>7</u>														
Hours per Visit = <u>10</u>														
Basis of Visits = Daily/Full-Time														
Subtotal Hours:	0	0	0	0	0	0	70	0	210	0	105	\$ 9,389	\$ -	\$ 9,389
Subtotal Cost:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,700	\$ -	\$ 114	\$ -	\$ 1,575	\$ 9,389		

Total Cost of Construction Phase Services: \$ 31,974



www.lrgauthority.org

LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2019-16

Approving First Quarter Budget for Fiscal Year 2019

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 the FY2019 First Quarter Budget on October 17, 2018.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution to approve the FY2019 First Quarter Budget officially approved on October 17, 2018.

PASSED, APPROVED, AND ADOPTED: October 17, 2018

Mike McMullen, Chairman

Seal:

Esperanza Holguin, Secretary

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

Schedule 1

Name
LowerRioGrandePublicWaterWorksAuthority

Address PO Box 2646
Anthony, NM 88021
Water & Sewer

(1) <u>OPERATING INCOME</u>	PRIOR YEAR <u>Actual</u> (2)	ANNUAL BUDGET		For the <u>07-01-2018</u> Months Ended <u>09-30-2018</u>		
		BEG <u>07-01-2020</u>	END <u>06-30-2020</u> (3)	CURRENT YEAR		Actual YTD (Over) Under Budget Col. 3 - 5 = 6 (6)
		Actual Data		Current Quarter (4)	Year To Date (5)	
1. <u>Water Revenue</u>	2,987,500	2,868,200	985,104	985,104	1,883,096	
2. <u>Sewer Revenue</u>	159,000	151,800	42,531	42,531	109,269	
3. <u>Interest</u>	600	0	0	0	0	
4. <u>Reserve Funds</u>	400,000				0	
5. <u>Miscellaneous</u>					0	
6. <u>Less: Allowances and Deductions</u>					0	
7. <u>Total Operating Income</u> (Add lines 1 through 6)	3,547,100	3,020,000	1,027,635	1,027,635	1,992,365	
<u>OPERATING EXPENSES</u>						
8. <u>Salary&Benifits</u>	1,569,500	1,649,500	417,489	417,489	1,232,011	
9. <u>Travel Costs</u>	78,000	6,500	2,482	2,482	4,018	
10. <u>PurchPropService</u>	275,800	291,500	105,414	105,414	186,086	
11. <u>ContractServices</u>	82,500	87,500	39,182	39,182	48,318	
12. <u>Supplies</u>	329,000	262,200	81,437	81,437	180,763	
13. <u>Operating Costs</u>	996,241	507,800	117,706	117,706	390,094	
14. <u>Debt Service</u>	318,959	315,000	58,923	58,923	256,077	
15. <u>Interest</u>					0	
16. <u>Depreciation</u>	0	0	0	0	0	
17. <u>Total Operating Expense</u> (Add Lines 8 through 16)	3,650,000	3,120,000	822,633	822,633	2,297,367	
18. <u>NET OPERATING INCOME (LOSS)</u> (Line 7 less 17)	- ,102,900	- ,100,000	205,002	205,002	- ,305,002	
<u>NONOPERATING INCOME</u>						
19. <u>Water</u>	100,000	100,000	73,452	73,452	26,548	
20. <u>Sewer</u>	2,900	0	0	0	0	
21. <u>Total Nonoperating Income</u> (Add 19 and 20)	102,900	100,000	73,452	73,452	26,548	
22. <u>NET INCOME (LOSS)</u> (Add lines 18 and 21)	0	0	278,454	278,454	- ,278,454	
23. <u>Equity Beginning of Period</u>	0	0			0	
24. _____			0	0	0	
25. _____					0	
26. <u>Equity End of Period</u> (Add lines 22 through 25)	0	0	278,454	278,454	- ,278,454	

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.



are elected. The terms of the members of the Board of Directors shall be staggered. The staggered system shall be set by the first elected board with two positions serving for two (2) years and three (3) positions serving for four years (4). The first elected Board will draw straws to determine length of their initial terms. All subsequently elected board members will serve a four (4) year term.

- C. The initial district election shall be for five (5) Board positions, one from each district. Should a new district be added increasing the number of Board positions, a draw of straws shall be used to determine whether the board member from the new district will serve a two (2) or four (4) year term.
- D. Any vacancy on the Board of Directors shall be filled within ~~forty five (45)~~ ninety (90) days of the position becoming vacant. The position will be filled by an appointment made by a majority vote of the Board of Directors. The appointee shall be a member in good standing of the respective vacant district. If the vacancy cannot be filled within ninety (90) days from the vacant district, the Board of Directors may appoint an "At-Large" member from any other Authority voting district. The appointed board member shall serve out the remainder of the vacant position's term. The appointee shall meet the requirements established in Section A above. In the case of a newly created district, the Board shall appoint a member to represent that district until the next regular election is held, at which time the position will be open to any member of that district to run for office.
- E. The Board may remove and replace a Director for cause, including failure within a twelve month period to attend three (3) meetings without cause and prior notification, for non-compliance or violation of any of the applicable laws listed under Subsection B above, or for ineligibility to serve due to a conflict of interest as identified in Section 2.04. Any member of the Board of Directors removed for cause shall not be eligible for reelection or reappointment for four (4) years.
- F. The officers of the Board of Directors shall be a Chairperson, a Vice-Chairperson, and a Secretary. The Board may designate and authorize additional officers as