



Lower Rio Grande Public Water Works Authority

Sign In Sheet Page ___ of ___

Date: 12/12/18

Time: 9:30

Places: Vado Office

Event: Reg. Board mtg

Signature	Print Name, Title, Company or Agency Represented	Contact Information	Email Address
<i>[Signature]</i>	<i>[Signature]</i>		
<i>[Signature]</i>	MARTIN LOPEZ	575 571 3628	Info@regboard.com martin.lopez@lrga.org
<i>[Signature]</i>	MIKE ECKMANN	970-384-7562	
<i>[Signature]</i>	Patty Charles	575-233-5742	patty.charles@lrga.org
<i>[Signature]</i>	JOHN SCHROEDER	575-233-5742	john.schroeder@lrga.org
<i>[Signature]</i>	Wife FTS. Phyllis J. Smith	575) 642-7474	smithf@zianet.com
<i>[Signature]</i>	Espy Holguera	575 644-9543	Espy@D-Con
<i>[Signature]</i>	KURMAN SMITH	382 5982	JANE
<i>[Signature]</i>	MIND LOPEZ	635-3421	Same.
<i>[Signature]</i>	JOSE RUIZ	575 618 0182	
<i>[Signature]</i>	Kathi Jackson	(575) 640-4330	Kathi.jackson@lrga.org
<i>[Signature]</i>	Doreen Gallegos	(575) 649-6325	doreen@doreengallegos.com

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, December 12, 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. Sanchez representing District #1 was absent, District #2 is Vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was present, Mr. Magallanez representing District # 5 was present, Mr. McMullen representing District #6 was present, Mr. Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Finance Manager Kathi Jackson, Operations Manager Mike Lopez, Projects Specialist Patricia Charles and Finance Assistant John Schroder. Mrs. Phyllis J. Smith and State Representative Doreen Gallegos were also present.
- 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 December 12, 2018 agenda with VIII A postponed. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes – Motion to approve the minutes of the November 14, 2018 Regular Board Meeting:** Mrs. Holguin made the motion to approve the minutes for November 14, 2018. Mr. Evaro seconded the motion, the motion passed with all in favor.
- V. **Presentations:** Mrs. Doreen Gallegos thanked the board for the invitation to attend the meeting. She would like to help strengthen relationships and help take care of the water issues in the Vado area and understands that there is great need in the area as well. In speaking with Mrs. Holguin, she is aware that we are trying to put together regional projects and working on leveraging federal funding. Mr. Lopez first wanted her to tell the board members what her service area is. She said her service area is Talavera, Las Alturas, Berino, Vado and Anthony. She asked the board members and staff members what the needs were for LRGPWWA. Mr. Lopez said, we would like to finish the project on Jacquez Road, part of that project was not finished because of an easement issue. Wilson and Co. is surveying the area, it is a 2,000 linear ft extension. \$20,000 will be paid in house and will need approximately \$100,000. Mr. Lopez said he was putting together a request on behalf of Talavera there are some critical upgrades that are needed. They need meter change outs to radio read meters. The Environment Dept. also has some items that need attention as part of their assessment of the system. The amount needed will be between \$40,000 - \$50,000. Representative Gallegos said she was hopeful that there would be more funds available this year. Another items that Mr. Lopez has talked to Mr. Cervantes about the per diem rates. He said it gets harder and harder to go to Santa Fe with the current rates. Mrs. Holguin said that Texas employees are not charged tax fees on Hotel stays which sometimes can be over \$30.00 dollars per night. She would like to get some copies of hotel invoices from our Finance department to see what the tax fees are. Mrs. Gallegos would like to see all the

request soon in Capital Outlay, Mr. Lopez said Ms. Nichols is working on Capital Outlay and will send out as soon as they are ready.

VI. Public Input: none

VII. Managers' Reports

- A. General Manager:** Mr. Lopez provided a written report and stood for questions. He and other staff members meet with Master Meter representatives pertaining to the problems with the 5/8 by 3/4 meters. A malfunction has affected the battery life in meters shipped between 2014 – 2017 and has affected approximately 3,700 LRG meters. They proposed a resolution and will provide additional options. Once the additional options are in, he will come back to the Board and share those options with them. Mr. Magallanez asked if the affected meters still have warrant. Mr. Lopez said the registers and meters have separate warrantees and will also be addressed. One item not on his report is the need for a waste water rate study. We need this report because of the applications we are working on right now. We will also need a water rate study but that one can wait a bit. Mr. Lopez said the offices will be closed on Monday, December 24th, most of the office staff has requested leave for that day. We possibly could have the same thing happen on December 31. We will still have staff on call and management is always a phone call away.
- B. Projects:** Ms. Nichols was not present at the meeting but provided a written report. Ms. Charles informed the board that Ms. Nichols is working on 3 Colonia's applications with some help from Ms. Charles and will start working on Capital Outlay very soon. Ms. Nichols is also gearing up for the upcoming Elections with help from Ms. Charles and Ms. Meza.
- C. Operations:** Mr. Mike Lopez provided a written report and stood for questions. Mr. McMullen asked it there were any questions and no one had any.
- D. Finance:** Ms. Jackson provided a written report and stood for questions. She said it was a good month, bringing in about \$290,000.00 and spent \$300,500.00. Some expenses included the fencing for High Valley required by NMED. Spent on parts and equipment for the Chlorine gas Tanks. She said she would be transferring money from reserves to cover those expenses. The Audit is finished and there were no findings. Mr. Lopez said it should be presented to the state soon. The audit will then be presented to the Board possibly at next month's meeting. Mr. Lopez authorized Ms. Jackson to pay off one of the small sewer loans (approximately \$46,000.00).

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 adopt Resolution FY2019-17 Authorizing East Mesa PER Planning Grant 3803-PG:** Mr. Lopez said this resolution is for authorizing the reimbursement of \$50,000.00 that had been previously awarded. The initial amount spent was approximately \$58,000.00. Mrs. Holguin made the motion to adopt resolution FY2019-17 authorizing East Mesa PER planning Gant 3803-PG. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- B. Motion to adopt Resolution FY2019-18 Authorizing CIF application for Jacquez Rd. Line Extension:** Mr. Lopez said this resolution is for permission to submit application for \$140,000.00 to finish this project. Mr. Magallanez made the motion to adopt resolution FY2019-18. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- C. Motion to adopt Resolution FY2019-19 Authorizing CIF application for East Mesa Water System Improvements Ph. I Design:** Mr. Lopez said that this is the next step for the East Mesa project. This authorization is to submit an application for design, it may need to be broken down into phases, depending on the amount of money obligated to this project. Mr. Smith made the motion to adopt resolution FY2019-19 authorizing CIF application for East Mesa Water System Improvements PH 1 Design be submitted. Mr. Evaro seconded the motion, the motion passed with all in favor.
- D. Motion to adopt Resolution FY2019-20 Authorizing CIF application for High Valley Ph. II Water System Improvements:** Mr. Lopez said this application is the next step to the planning grant High Valley had secured prior to the merger. This application is for design. Mrs. Holguin made the motion to adopt resolution FY2019-20 authorizing CIF application for High Valley Ph II Water System Improvements. Mr. Evaro seconded the motion, the motion passed with all in favor.
- E. Motion to authorize the General Manager to sign a Farm Lease Agreement for the recently purchased land in Vado with the previous tenant farmer:** Mr. Lopez said he reached out to the farmer who was renting the land in Vado from the previous owner to see if he was interested in continuing the lease. The farmer was interested so Mr. Lopez took the original lease and presented it to attorney Josh Smith for review. Mr. Smith made the motion to authorize the General Manager to sign a Farm Lease Agreement with the previous tenant. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- F. Motion to approve Amendment #5 to Engineering Agreement w/Souder, Miller & Associates for Valle Del Rio Water System Improvements Ph. II Design contingent upon NMED-CPB approval:** Mr. Lopez said this amendment is actually to reduce Engineering fees by \$15,00.00, He said we could take that money and build some infrastructure or use it for more SCADA equipment. Mr. Smith made the motion to approve the amendment #5 agreement w/Souder, Miller & Associates. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- G. Motion to authorize termination of membership for delinquent accounts:** Mr. Lopez said the customers on this list have gone thru the process of notification of delinquency. We sent certified letters and have filed liens but have not received any communication from them. The next step is to terminate the membership. Mr. Smith made the motion to authorize

termination of membership for delinquent accounts. Mrs. Holguin seconded the motion, the motion passed with all in favor.

H. Motion to approve Engineering Services Agreement with Wilson & Company for Jacquez Rd. Line Extension Project contingent upon NMED-CPB approval: We did not include a copy of this agreement in the packet, a copy was posted on the Board member site. Ms. Charles will email a copy to all board members for review. Mr. Lopez said we were not able to negotiate engineering services with Park, Hill & Cooper. Instead we will be working with Wilson & Company. They will provide the initial design, help with any easement issues and do the leg work needed for a fee of \$14,400.00 contingent upon approval from Construction Programs Bureau. He said once the project gets into the construction phase there will be more construction observation costs. Mr. Magallanez informed the board members that he will be doing some work with Wilson & Company and will abstain from voting. Mrs. Holguin does some work for Wilson & Company and will also abstain from voting. Mr. Smith made the motion to approve Engineering Services Agreement with Wilson & Company for Jacquez Rd Line Extension Project contingent upon NMED-CPB approval. Mr. Evaro seconded the motion, the motion passed with two in favor and two abstaining from voting.

I. Motion to approve proposed amendment to Member – Customer Policies: Mr. Lopez informed the board that we are now able to accept payments in bank draft form. There is a need now to update the Member-Customer Policies to include bank draft information. Wording has been changed from “bad checks” and “insufficient” to “non-sufficient” and added “bank draft”. Mrs. Holguin made the motion to approve proposed amendment to Member-Customer Policies. Mr. Magallanez seconded the motion, the motion passed with all in favor.

J. Motion to approve proposed amendment to Schedule of Rates & Fees: Mr. Lopez said that the Schedule of Rates and Fees also needs to be updated. We need to add additional wording and fees for payments by phone. Mrs. Holguin made the motion to approve proposed amendment to Schedule of Rates & Fees. Mr. Evaro seconded the motion, the motion passed with all in favor.

X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, January 16, 2019 at the La Mesa Office.

A. Have any Board Members participated in training? If so, please give us a copy of your certificate: No one had participated in training.

B. Audit presentation – January

C. Closing documents for E. Mesa EID planning grant

D. Approve 2nd Quarter Budget Report

E. Issue Election Proclamation

XI. Motion to Adjourn: Mr. Smith made the motion to adjourn the board meeting at 10:28 a.m. Mrs. Holguin seconded the motion, the motion passed with all in favor.

Minutes approved January 16, 2019

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)

DRAFT

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, December 12, 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 November 14, 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. Projects
 - C. Operations
 - D. Finance
- VIII. Unfinished Business
 - A. Appointment of Director for District 2 – this item may be postponed
- IX. New Business
 - A. Motion to adopt Resolution FY2019-17 Authorizing East Mesa PER Planning Grant 3803-PG
 - B. Motion to adopt Resolution FY2019-18 Authorizing CIF application for Jacquez Rd. Line Extension
 - C. Motion to adopt Resolution FY2019-19 Authorizing CIF application for East Mesa Water System Improvements Ph. I Design
 - D. Motion to adopt Resolution FY2019-20 Authorizing CIF application for High Valley Ph. II Water System Improvements
 - E. Motion to authorize the General Manager to sign a Farm Lease Agreement for the recently purchased land in Vado with the previous tenant farmer
 - F. Motion to approve Amendment #5 to Engineering Agreement w/Souder, Miller & Associates for Valle Del Rio Water System Improvements Ph. II Design contingent upon NMED-CPB approval
 - G. Motion to authorize termination of membership for delinquent accounts

- H. Motion to approve Engineering Services Agreement with Wilson & Company for Jacquez Rd. Line Extension Project contingent upon NMED-CPB approval
 - I. Motion to approve proposed amendment to Member – Customer Policies
 - J. Motion to approve proposed amendment to Schedule of Rates & Fees
- X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, January 16, 2019 at the La Mesa Office.
- A. Have any Board Members participated in training? If so, please give us a copy of your certificate
 - B. Audit presentation – January
 - C. Closing documents for E. Mesa EID planning grant
 - D. Approve 2nd Quarter Budget Report
 - E. Issue Election Proclamation
- XI. 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, November 14, 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 9:32 a.m. and called roll. Mr. Raymundo Sanchez representing District #1 was absent, District #2 is vacant, Mr. Jose Evaro representing District #3 was present, Mrs. Esperanza Holguin representing District #4 was present, Mr. Henry Magallanez representing District # 5 was present via telephone, Mr. Mike McMullen representing District #6 was present, Mr. Furman Smith representing District #7 was absent. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Finance Manager Kathi Jackson, Accounting Assistant John Schroder, Projects Specialist Patricia Charles and Operations Manager Mike Lopez.
- II. **Pledge of Allegiance:** Mr. McMullen led he pledge of Allegiance.
- III. **Motion to approve Agenda (VIII A. may be postponed):** Mrs. Holguin made the motion to approve the November 14, 2018 agenda with VIIIA postponed. Mr. Evaro seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes – Motion to approve the minutes of the October 17, 2018 Regular Board Meeting:** Mrs. Holguin made the motion to approve the minutes for October 17, 2018. Mr. Evaro seconded the motion, the motion passed with all in favor.
- V. **Presentations:** none
- VI. **Public Input:** none
- VII. **Managers' Reports**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. Five staff members and one board member (Esperanza Holguin) attended the NM Infrastructure Conference in Albuquerque on October 23rd to 26th, 2018. He said content is a little bit different every year, because every year it is sponsored by a different organization. It was over all informative. Ms. Nichols and Mr. Lopez gave a presentation at the Water Trust Board on November 1, 2018 in Santa Fe regarding the Extension project for Brazito and Mesquite. Ms. Nichols thanked Mrs. Holguin for participating in the collection of letters of support for that project. He attended NM Finance Authority Oversight Committee meeting on November 8, 2018 in Santa Teresa for Updates on the Border Authority and Colonia's Infrastructure. Renewed insurance policy on November 2, 2018 cost stayed about the same. We will be working on employee Health insurance next, it renews January 2019. Mr. Lopez informed the board that he will be starting Jury Duty in January 2019. He will be out of the office next week but can be contacted via phone.

- B. Operations:** Mr. Lopez provided a written report and stood for questions. He said the water usage was down from 41 million gallons to 36.7 million gallons for October. Mrs. Holguin asked Mr. Lopez if Zia Gas provided gas to the home owners in the Talavera Subdivision. He said no, most have propane tanks. The City of Las Cruces is installing stub outs for a new four-inch, high pressure gas line. It will not be ready for us for another couple of years.
- C. Finance:** Ms. Jackson provided a written report and stood for questions. Brought in \$370,000 for the month and have spent a little under \$200,000. Additional expenses are two Gas Chlorine systems for Brazito and Well 6 in Mesquite for about \$50,000.00, generator maintenance, website upgrade, trucks are on order, fencing for High Valley was about 20,000.00. As of October 31,2018, we have \$994,000 in bank. Mr. Lopez said we paid for the PER and Environmental Docs up front but will be reimbursed for it at a later date. Ms. Jackson said Mr. Schroder will be attending his first Budget Conference. Mr. Mike Lopez said the cost of the two chlorine systems will end up saving us money going forward. Mr. Evaro said he was asked by customers why the La Mesa office has been closed. They don't have vehicles so have to walk to the La Mesa Office. Mr. Lopez said they could leave their payments in the drop box, when Ms. Meza is not in the office, he checks the drop box regularly. Mr. Lopez said we only have two full time billing clerks that are bonded for handling money. Ms. Meza, Mrs. Carrillo and Mrs. Berry are part-time clerks. Ms. Jackson said she tries to have someone at the La Mesa office when Ms. Meza in out. But she said the La Mesa office does not have a lot of traffic and payments could be left in the drop box.
- D. Projects:** Ms. Nichols provided a written report and stood for questions. Mesquite-Brazito Sewer Project #1 comments have been received which include exceptions that need to be removed from the title policy. Once that is done, we can close the project and get about \$500,000 back in reimbursements. Central Office Building closing was final 10/26/18, NTP issued to Wilson & con., she will be having a meeting with them real soon. Valle Del Rio Water System Project is pending a final change order to replace the boosters. Planning Documents for East Mesa Water System Improvements Project, the funding for the PER and the EID will be coming in soon. The PER cost about \$58,000 but will get \$50,000. The EID comments were received and were minor and are being addressed. Mr. Magallanez asked when the survey services would be needed for the properties in Vado. Ms. Nichols told him she would like to initiate a meeting with the Architect first. Mr. Lopez said the Attorney is still working with the State Engineer on the water rights for the 30 acres. Mr. Lopez estimated survey work could start possible after the first of the year.

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 termination of memberships for delinquent accounts:** Mr. Lopez said the list of 7 customers that was provided to the board in this month's packet is the list of customers whom liens have been filed against their properties. He said most of these accounts have been

delinquent for several years. The process will also cause the cancelation of any other meter sites they may have. We anticipate some of the customers on this list to come in once they have no water in their active sites. We anticipate another list of membership termination's for next month. If customers have sold their property or property has changed names a lien cannot be filed, the membership will still be terminated and Ms. Jackson will write off the debt in those cases. Mr. Evaro asked if the customers account is terminated, but they come in and pay the outstanding balance do they have to pay the membership again. Mr. Lopez said yes, but they could petition the board to waive the membership fee. Ms. Nichols said she is keeping track of the liens filed and he certified letters sent at the end of her report. Ms. Nichols suggested that if the board was going to entertain waiving membership fees that we would need to look at updating the policies to reflect in what cases the fees would be waived.

B. Motion to approve the request by ITSECEP for an additional internet antenna site at the Berino Office and authorization to GM to negotiate rent if approved: Mr. Lopez informed the board that he had been approached by ITSECEP to install an additional internet antenna at the Berino office. They already have one at the Del Cerro tank. If the board approves the request, he will have to make sure that the antenna does not affect the SCADA equipment. Rent would be about \$250.00 per month. Mrs. Holguin made the motion to approve the request by ITSECEP for an additional internet antenna site at the Berino office and authorize Mr. Lopez to negotiate the rent. Mr. McMullen asked for a second, but did not receive one the motion died.

X. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.2 discussion of limited personnel matters: Mrs. Holguin made the motion to convene to closed session pursuant to NMSA 1978 10-15-1 H.2 for discussion of limited personnel matters. Mr. Evaro seconded the motion, the motion passed with all in favor.

A. Roll Call Vote: Mr. McMullen called roll Mr. Sanchez representing District # 1 was absent, District #2 is vacant, Mr. Evaro representing District #3 voted yes, Mrs. Holguin representing District #4 voted yes, Mr. Magallanez representing District #5 voted yes, Mr. McMullen representing District #6 voted yes, Mr. Smith representing District #7 was absent.

B. Motion to reconvene in open session: Mrs. Holguin made the motion to reconvene to open session at 10:10 a.m., Mr. Evaro seconded the motion. The motion passed with all in favor.

C. Statement by the Chair: Mr. McMullen made the statement regarding the matters discussed.

The matters discussed in the closed meeting were limited only to those specified in the motion for closure

D. Action if any, related to personnel matters: Mrs. Holguin made the motion to increase the salary for Martin Lopez, General Manager to \$100,000.00 per year. Mr. Magallanez seconded the motion. The motion passed with all in favor. Ms. Jackson asked the board when the increase could take effect. The increase will take effect January 2019.

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

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate:** Ms. Charles asked the board members if anyone had participated in any training, no one had. Mr. Lopez mentioned he would have Ms. Charles do some research and find out if the Municipal League might have trainings that pertain to our boards training needs.
- B. Audit presentation – December:** Ms. Nichols asked Ms. Jackson when she thought the audit presentation would be ready, Ms. Jackson said it probably would not happen until January 2019.
- C. Resolutions approving three Colonia’s Infrastructure applications:** Mr. Lopez said we would have three resolutions for next meeting.
- D. Doreen Gallegos to attend the December 12, 2018 meeting:** Mrs. Holguin will find out from Mrs. Gallegos if she will be attending our next board meeting.

XII. Motion to Adjourn: Mrs. Holguin made the motion to adjourn the board meeting at 10:19 a.m. Mr. Evaro seconded the motion, the motion passed with all in favor.

Minutes approved December 12, 2018

Michael McMullen, Chairman (District 6)

ABSENT
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
December 12, 2018

- Met with Master Meter representatives pertaining to the 5/8 by 3/4 meter pertaining to the life of the battery and options for resolution of approximately 3,700 meters
- Facility Safety Inspections underway to make possible January 2019 Inspection by NM Mutual
- Asked by DAC Manager to serve on the 2020 Census-Complete Health Committee, which will promote community awareness of the Census. Training will be on December 14, 2018
- Office will be closed on Monday, December 24th and possibly on Monday, December 31st due to employees' leave request

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 12/12/18**

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, Colonia's Grants of \$6,356,474 & \$119,407 – Default Judgment has been obtained in the eminent domain action for the final lift station property acquisition. LOC documents are in final review at RD and authorization to bid is pending final approval. 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, but comments have been received and response has been submitted. Title company is performing final review in preparation for closing.

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 Colonia's Grant. Fourth Request for Funds from RCAC bridge loan has been submitted and funds from Request #3 were received. Design, including easement & property acquisition, is nearing 60% completion.

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: USDA-RD format PER, and it has been submitted to USDA-RD, comments received and addressed, Environmental Report has been submitted, and a funding application is ongoing at their online application site.

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 was final 10/26/18, NTP issued to Wilson & Co., kick-off meeting was held on 12/6/18.

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 requirements have been met except final approvals from NMED-CPB on PER Amendment and Engineering contract amendment.

LRG-17-03 – Planning Documents for East Mesa Water System Improvements Project – NMFA 3803-PG & 3804-PG – Planning –Planning Grant closing is on today's agenda. EID comments were received, were not extensive, and are being addressed. Application for Colonia's funding for Phase I Design is in progress, and authorizing resolution is on today's agenda

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 was complete 10/26/18, and we will issue Notice to Proceed to SMA as soon as contract amendment is approved. Resolution authorizing CIF application is on today’s agenda, and application is in progress.

LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build - \$150,000 SAP – Souder, Miller & Associates proposed engineering services agreement is pending NMED-CPB 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 proposed amendment to the Waterline Extension Project contract for final design update, bidding and construction phase services was not timely and the cost was excessive. Wilson & Company is completing a survey task under the As-Needed procurement in order to modify the easement document in accordance with the property owner’s request and a proposed Engineering Services Agreement with Wilson & Company is on today’s agenda for the remainder of the project. Grant Agreement has been fully executed and funds are available. Resolution authorizing CIF application is on today’s agenda, application is in progress.

LRG-19-09 – S. Valley Service Area Line Extensions – Water Trust Board application has been submitted and was denied without explanation. Engineering Services Agreement with Souder, Miller & Associates is pending NMED-CPB approval.

Other projects:

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. Delivery of documents from the East Mesa Office for sorting and storage or shredding is still pending, and we are expecting several boxes of documents in from the Finance Manager now that the audit is done. No bins been sent out for shredding in the past month.

Website and Email – Notices and Board Minutes pages are current. Task Order has been executed with Sullivan Design to migrate our website to a Wordpress platform. This will take about four months, and current website will remain in place until then. Work is in process.

Source Water Protection Plan Update - NMED has authorized technical assistance from D.B. Stephens & Associates to update the plan to incorporate High Valley. Phone conference kick-off is set for 12/18/18.

Training –

Lower Rio Grande Water Users Organization – nothing new to report

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

Collection & Lien Procedures - Third set of liens have been filed, certified letters have been sent out for a fourth set. 45 first notifications, 62 certified letters have been sent and 35 liens have been filed to date. Angie & Patty are working on the next set of liens.

NM Legislature – Patty and 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. Governance Document Amendment for the 2019 ballot was approved by the board in October. Election Proclamation will be issued by Resolution next month.

Water Audits – Water Audit data collection is ongoing and will be useful in updating the Source Water Protection Plan. Water Audits for calendar 2018 will be performed once the data is finalized.

Lower Rio Grande PWWA

Operators Report for December 12, 2018

System Problems and Repairs.

- Backflow inspections are Current. (Mesquite District)
- For the month of October, we were issued 155 work and service orders.
- For the month of November, we were issued 383 work and service orders.
- For the month of November, we installed 6 new water service connections.
- The Mesquite and Brazito Gas Chlorine buildings are installed and will be operational before the end of the year.
- Lance Ivy has been sent to backflow training and completed the one-week course.
- We had 4 main line breaks on the mountain view side of the East Mesa.
- We had a blockage at the wastewater plant in the East Mesa, I had to call out Enviro tech to clear it out.
- Our Vac-trailer is in the shop due to a leaking radiator.
- We have received the new 4" ABB mag meter for well #2 Easy lane. It will be installed next week.

NMED: All of our Monthly Bac-T-Samples were taken for the month of November 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 Public Water Works Authority

Income Statement

Group Summary

For Fiscal: FYE 2019 Period Ending: 11/30/2018

AcctNumber	Current			Budget
	Total Budget	MTD Activity	YTD Activity	Remaining
Revenue				
40000 - Operating Revenue	2,861,000.00	242,158.97	1,489,644.23	1,371,355.77
40001 - Activation & Connection Fees-Sewer	1,300.00	-	-	1,300.00
40002 - Installation Fees	25,000.00	7,373.99	40,257.55	(15,257.55)
40003 - Activation & Connection Fees-Water	3,600.00	708.34	2,416.68	1,183.32
40004 - Meter Relocation	1,500.00	-	-	1,500.00
40005 - Backflow Testing	3,500.00	1,000.00	3,400.00	100.00
40006 - Tampering Fee/Line Breaks	1,500.00	500.00	2,704.82	(1,204.82)
40007 - Delinquency Fee	20,000.00	7,000.00	39,000.00	(19,000.00)
40008 - Penalties-Water	50,000.00	9,077.71	49,862.39	137.61
40009 - Membership Fees	3,000.00	400.00	3,600.00	(600.00)
40010 - Impact Fees	20,000.00	3,733.33	22,574.97	(2,574.97)
40011 - Returned Check Fees	1,500.00	105.00	315.00	1,185.00
40012 - Credit Card Fees	6,000.00	740.00	4,914.00	1,086.00
40013 - Miscellaneous Revenue	500.00	20.00	160.00	340.00
40015 - Penalties-Sewer	5,200.00	536.49	3,212.41	1,987.59
40016 - Meter Test Fee	500.00	-	(2,174.56)	2,674.56
40017 - Hydrant Meter Rental Fee	2,000.00	250.00	500.00	1,500.00
40018 - Permit Fees	1,100.00	-	-	1,100.00
40019 - DAC Trash Coupons	900.00	38.00	292.00	608.00
40020 - Miscellaneous Revenue-Sewer	1,500.00	41.29	(1,114.07)	2,614.07
45000 - Tower Rent	15,000.00	250.00	1,250.00	13,750.00
45001 - Billing Adjustments-Water	-	(1,851.08)	(10,160.16)	10,160.16
45005 - Fiscal Agent Fees	35,000.00	6,463.66	25,069.30	9,930.70
45010 - Interest	600.00	42.81	189.20	410.80
45015 - Copy/Fax	400.00	10.75	94.25	305.75
45020 - Other Income	10,000.00	5,217.82	46,642.30	(36,642.30)
45025 - Contract Services	50,000.00	4,322.93	26,424.95	23,575.05
45030 - Transfers In	-	10,000.00	107,243.95	(107,243.95)
49000 - Recovered Bad Debts	-	100.00	200.00	(200.00)
Revenue Total:	3,120,600.00	298,240.01	1,856,519.21	1,264,080.79
Expense				
60010 - Audit	15,000.00	4,205.00	8,410.00	6,590.00
60020 - Bank Service Charges	15,000.00	1,409.28	6,881.20	8,118.80
60025 - Cash Short/Over	300.00	-	35.23	264.77
60030 - Dues and Subscriptions	5,000.00	210.00	1,982.86	3,017.14
60035 - Engineering Fees	-	2,761.97	5,469.78	(5,469.78)
60045 - Late Fees	1,000.00	-	-	1,000.00
60050 - Legal Fees	-	232.33	1,271.77	(1,271.77)
60055 - Legal Notices	2,500.00	-	77.21	2,422.79
60060 - Licenses & Fees	5,000.00	1,448.60	5,474.33	(474.33)
60065 - Meals	2,500.00	-	379.29	2,120.71
60080 - Postage	30,500.00	-	1,230.32	29,269.68
60090 - Professional Fees-Other	600.00	-	379.09	220.91
60100 - Project Development	-	-	-	-
60115 - Reconciliation Discrepancies	-	10.63	852.64	(852.64)
60116 - Alto De Las Flores Expenses	-	44.91	72.39	(72.39)
60120 - Retirement Account Fees	2,500.00	573.44	2,575.29	(75.29)
60130 - Training	5,000.00	1,367.50	2,343.70	2,656.30
60140 - Travel:Airfare Per Diem	-	-	506.87	(506.87)
60150 - Travel:Lodging Per Diem	5,000.00	-	1,380.91	3,619.09
60155 - Travel:Meals Per Diem	5,000.00	57.72	530.57	4,469.43
60160 - Travel:Mileage/Parking Per Diem	-	207.09	217.09	(217.09)
60165 - Travel:Vehicle Rental Per Diem	-	-	163.49	(163.49)
60175 - Fixed Asset Disposal Fees	1,500.00	-	-	1,500.00
60600 - Debit Service	148,000.00	7,127.39	41,441.00	106,559.00
60650 - Interest paid to NMFA	37,000.00	1,918.21	9,473.25	27,526.75

60675 - Interest paid to USDA	130,000.00	10,629.36	53,146.80	76,853.20
63000 - Regular Pay	885,000.00	72,016.16	409,351.43	475,648.57
63001 - Overtime	30,000.00	2,253.68	15,937.73	14,062.27
63006 - Holiday Pay	55,000.00	4,192.42	16,828.72	38,171.28
63007 - Sick Pay	60,000.00	1,647.40	13,437.31	46,562.69
63008 - Annual Leave Pay	80,000.00	6,898.73	24,988.74	55,011.26
63010 - 401K 10% Company Contribution	101,500.00	-	-	101,500.00
63030 - Accrued Leave	75,000.00	-	-	75,000.00
63060 - Contract Labor	10,000.00	-	2,412.58	7,587.42
63070 - Employee Benefits-401K Contrib	41,000.00	2,459.18	13,455.60	27,544.40
63090 - HISC-Blue Medicare Rx.	500.00	-	-	500.00
63100 - Insurance-Dental	15,000.00	959.66	5,051.08	9,948.92
63110 - Insurance-Health	175,000.00	21,989.15	113,486.06	61,513.94
63115 - Salaries: Insurance - Work Comp	20,000.00	1,846.00	8,091.00	11,909.00
63125 - Insurance: Life & Disability	-	0.09	(49.80)	49.80
63130 - Mileage	1,500.00	-	378.21	1,121.79
63135 - Drug Testing	1,500.00	-	-	1,500.00
63160 - Payroll Taxes-Medicare	18,500.00	1,261.65	6,968.03	11,531.97
63170 - Payroll Taxes-Social Security	73,000.00	5,394.52	29,793.76	43,206.24
63195 - Taxes, Liability, Insurance: Cobra Fee	1,000.00	-	-	1,000.00
63200 - Vision Insurance	5,000.00	311.83	1,579.35	3,420.65
64100 - Sewer:DAC Waste Water Flow Charge	40,000.00	-	11,589.04	28,410.96
64200 - Sewer:Electricity-Sewer	9,000.00	723.18	3,245.40	5,754.60
64300 - Sewer:Lab & Chemicals-Sewer	10,000.00	926.35	4,805.54	5,194.46
64500 - Sewer:Supplies & Materials	-	220.00	220.00	(220.00)
65010 - Automobile Repairs & Maint.	40,000.00	4,839.83	24,101.34	15,898.66
65230 - Computer Maintenance	58,000.00	2,682.90	37,663.79	20,336.21
65240 - Equipment Rental	2,500.00	-	610.61	1,889.39
65250 - Fuel	60,000.00	6,623.99	32,841.29	27,158.71
65270 - Lab Chemicals-Water	5,000.00	45.00	510.07	4,489.93
65275 - SCADA Maintenance Fee	2,000.00	-	-	2,000.00
65276 - Test Equipment Calibration	2,000.00	-	-	2,000.00
65277 - Generator Maintenance Contract	3,000.00	-	-	3,000.00
65278 - Meter Testing/Repair/Replacement	36,000.00	-	1,500.00	34,500.00
65280 - Lab Chemicals-Water:Chemicals	35,000.00	2,943.63	16,287.62	18,712.38
65300 - Locates	6,000.00	-	-	6,000.00
65310 - Maint. & Repairs-Infrastructure	84,000.00	3,292.39	10,840.89	73,159.11
65320 - Maint. & Repairs-Office	10,000.00	4,425.03	14,862.20	(4,862.20)
65330 - Maintenance & Repairs-Other	120,500.00	55,564.94	138,755.88	(18,255.88)
65340 - Materials & Supplies	45,000.00	1,075.50	34,637.25	10,362.75
65345 - Non Inventory-Consumables	65,000.00	5,754.11	18,554.67	46,445.33
65350 - Office Supplies	5,000.00	1,282.72	4,574.18	425.82
65360 - Printing and Copying	20,000.00	3,669.77	17,649.33	2,350.67
65370 - Tool Furniture	5,000.00	115.99	5,057.05	(57.05)
65390 - Uniforms-Employee	11,200.00	3,647.55	7,016.06	4,183.94
65490 - Cell Phone	20,000.00	1,592.43	7,849.85	12,150.15
65500 - Electricity-Lighting	6,000.00	1,428.19	2,760.50	3,239.50
65510 - Electricity-Offices	15,000.00	1,572.73	6,846.46	8,153.54
65520 - Electricity-Wells	211,000.00	21,951.80	88,306.40	122,693.60
65530 - Garbage Service	2,500.00	219.58	3,607.81	(1,107.81)
65540 - Natural Gas	3,000.00	151.88	610.64	2,389.36
65550 - Security/Alarm	5,000.00	-	2,886.02	2,113.98
65560 - Telephone	20,000.00	1,520.80	7,040.53	12,959.47
65561 - Telstar Maintenance Contract	7,000.00	-	-	7,000.00
65570 - Wastewater	2,000.00	181.12	900.88	1,099.12
66200 - Insurance-General Liability	75,000.00	19,213.00	36,561.00	38,439.00
66500 - Property Taxes	-	346.04	346.04	(346.04)
66700 - Water Conservation Fee	20,000.00	1,100.94	7,128.07	12,871.93
00000 - To Reserves	-	-	-	-
Expense Total:	3,120,600.00	300,545.29	1,356,171.29	1,764,428.71
Total Surplus (Deficit):	-	(2,305.28)	500,347.92	(500,347.92)

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
RESOLUTION NO. FY2019-17**

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY (THE "GRANTEE"), IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000) EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE PRELIMINARY ENGINEERING REPORT AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, Grantee is a legally and regularly created, established, organized and existing special water district created pursuant to law, more specifically Section 73-26-1, NMSA 1978, as amended and supplemented; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing

Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Grantee's Secretary this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated December 21, 2018.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to address the operational efficiency of the water systems in the East Mesa Service Area.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant, and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of **majority** of a **quorum** of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of Fifty Thousand Dollars (\$50,000) to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand Dollars (\$50,000).

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the Secretary is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any

balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Chairman and Secretary of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 14. Execution of Agreements. The Lower Rio Grande Public Water Works Authority through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF DECEMBER 2018.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

By _____
Mike McMullen
Chairman

[SEAL]

ATTEST:

By _____
Esperanza Holguin
Secretary

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (___) members of the Governing Body having voted in favor of said motion, the Grantee's President declared said motion carried and said Resolution adopted, whereupon the Grantee's President and the Grantee's Secretary signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

[Signature page follows.]

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

By _____
Mike McMullen
Chairman

[SEAL]

ATTEST:

By _____
Esperanza Holguin
Secretary

[Remainder of page intentionally left blank.]

EXHIBIT “A”

Notice of Meeting



LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road

Vado, New Mexico 88072

(575) 233-5742

www.LRGauthority.org

Resolution Number FY2019-18

Authorizing Funding Application to New Mexico Colonias Infrastructure Trust Fund Board for Jacquez Road Waterline Extension Project

WHEREAS, the Lower Rio Grande Public Water Works Authority ("LRGPWWA") is a qualified entity under the Water Project Finance Act, Sections 72-4A-1 through 72-4A-10, NMSA 1978 ("Act"), and the Lower Rio Grande Public Water Works Authority ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the LRGPWWA; and

WHEREAS, the LRGPWWA has received requests for new water service along Jacquez its South Valley Service Area, but the Jacquez Road line had to be removed from LRGPWWA Waterline Extension Project funded by 3156-CIF due to easment issues; and

WHEREAS, the LRGPWWA seeks to provide water service to those who request it within its service areas and is committed to and taking actions necessary for obtaining the required easement by negotiation or legal action;

NOW THEREFORE, the Board of Directors of the Lower Rio Grande Public Water Works Authority resolves to authorize its officers and staff to submit a funding application to the New Mexico Water Trust Board for the Lower Rio Grande Public Water Works Authority Jacquez Road Waterline Extension Project.

PASSED, APPROVED AND ADOPTED this 12th Day of December, 2018.

SEAL:

GOVERNING BODY:

Mike McMullen, Board Chairman

Attest:

Esperanza Holguin, Secretary



www.LRGauthority.org

LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road

Vado, New Mexico 88072

(575) 233-5742

Resolution Number FY2019-19

Authorizing Funding Application to New Mexico Colonias Infrastructure Trust Fund Board for East Mesa Water System Improvements Project – Design

WHEREAS, the Lower Rio Grande Public Water Works Authority ("LRGPWWA") is a qualified entity under the Water Project Finance Act, Sections 72-4A-1 through 72-4A-10, NMSA 1978 ("Act"), and the Lower Rio Grande Public Water Works Authority ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the LRGPWWA; and

WHEREAS, the LRGPWWA has completed a Preliminary Engineering Report and Environmental Information Document for water system improvements in its East Mesa Service Area; and

WHEREAS, the LRGPWWA seeks to initiate design work for the improvements identified in the PER while preparing an application to USDA Rural Development for construction funding for the project;

NOW THEREFORE, the Board of Directors of the Lower Rio Grande Public Water Works Authority resolves to authorize its officers and staff to submit a funding application to the New Mexico Water Trust Board for the Lower Rio Grande Public Water Works Authority East Mesa Water System Improvements Project.

PASSED, APPROVED AND ADOPTED this 12th Day of December, 2018.

SEAL:

GOVERNING BODY:

Mike McMullen, Board Chairman

Attest:

Esperanza Holguin, Secretary



LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road

Vado, New Mexico 88072

(575) 233-5742

www.LRGauthority.org

Resolution Number FY2019-20

Authorizing Funding Application to New Mexico Colonias Infrastructure Trust Fund Board for High Valley Water System Improvements Project

WHEREAS, the Lower Rio Grande Public Water Works Authority ("LRGPWWA") is a qualified entity under the Water Project Finance Act, Sections 72-4A-1 through 72-4A-10, NMSA 1978 ("Act"), and the Lower Rio Grande Public Water Works Authority ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the LRGPWWA; and

WHEREAS, the LRGPWWA has completed a merger with the High Valley Mutual Domestic Water Consumers Association including the assumption of the High Valley PER funded by 3354-CIF and Phase I Water System Improvements Project funded by 4645-CIF; and

WHEREAS, the LRGPWWA is committed to completing the needed improvements to the High Valley water system as identified in the PER;

NOW THEREFORE, the Board of Directors of the Lower Rio Grande Public Water Works Authority resolves to authorize its officers and staff to submit a funding application to the New Mexico Water Trust Board for the Lower Rio Grande Public Water Works Authority High Valley Water System Improvements Project.

PASSED, APPROVED AND ADOPTED this 12th Day of December, 2018.

SEAL:

GOVERNING BODY:

Mike McMullen, Board Chairman

Attest:

Esperanza Holguin, Secretary

FARM RENTAL AGREEMENT

This agreement is entered into by the Lower Rio Grande Public Water Works Authority, Owner, and David J. Martinez, Tenant effective December 12, 2018 for a period of one year.

For and in consideration of the covenants and agreements contained herein, to be kept and performed by both Parties to this agreement, the farm containing more or less thirty (30) acres, as represented by the Plat attached hereto, is hereby rented for the 2019 crop year. The rent is \$7,500 and is due and payable within 10 days after the first cutting, but no later than May 30, 2019. and can be mailed to Owner at 325 Holguin Road, Vado NM 88072, or delivered to Owner's office at 215 Bryant, Mesquite NM 88048.

Owner is responsible for payment of Elephant Butte Irrigation District irrigation water levies, and the Owner is exempt from the regular property taxes. Owner is also responsible for major repairs to the irrigation well and pump-motor. Tenant is to pay charges by Zia Gas for fuel to run the irrigation pump-motor and for minor repairs and maintenance and upkeep to the irrigation well and pump-motor.

Tenant agrees to not sub-let the property to any other person without the consent of Owner, and to use good farming practices and techniques, to use reasonable care in controlling weeds, and to use reasonable care and maintenance of the irrigation pump motor. Tenant agrees to not grow any illegal crops or use the property for any illegal purposes. Tenant agrees to not pump more water than is allocated and that the amount that can be pumped depends on the amount allotted the E.B.I.D. Total pumped and from E.B.I.D. is not to exceed 130.59 acre feet per year.

Owner's Authorized Representative:

Tenant:

Martin G. Lopez, General Manager
martin.lopez@lrgauthority.org
325 Holguin Rd., Vado NM 88072
575-571-3628

David Martinez
DJmartinez94@hotmail.com
PO Box 82, La Mesa NM 88044
575-621-7376

Date: December 12, 2018

Date: _____

ATTACHMENT VI – AMENDMENT TO AGREEMENTS FOR ENGINEERING SERVICES
Amendment No. 5

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 16th day of August, 2017 (effective date of Agreement) 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 _____ day of December, 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:

Provide design services for Phase II water system improvements to include 7,300 linear feet of distribution line replacement, service line replacement, fire hydrant replacement and rehabilitation of the interior surface of the existing 40,000 gallon water storage tank.

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

SMA will perform Field Surveying and Mapping, Preliminary Design, and Final Design services as defined in Exhibit B.1.

C. Cost Proposal – Include hourly breakdown for each task

Compensation for the services described herein will be the Lump Sum amount of \$52,251.00, invoiced monthly on a percent complete basis, as detailed in Exhibits B.1 and B.2.

D. Reimbursable Expense Schedule

NA

E. Agreement Summary:

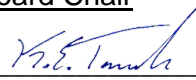
Original agreement amount:	<u>\$80,439.80</u>
Net change for prior amendments:	<u>\$-15,059.00</u>
This amendment amount:	<u>\$52,251.00</u>
Adjusted Agreement amount:	<u>\$117,631.80</u>

F. Contract Time shall be 205 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 July 10, 2019 (DATE). If these services have not been completed and accepted by August 9, 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: _____
OWNER
Type Name Mike McMullen
Title Board Chair

By:  _____ Date: December 3, 2019
ENGINEER
Type Name Karl E. Tonander, P.G., P.E.
Title Senior Vice President
Address 3500 Sedona Hill Parkway
Las Cruces, NM
88011

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

Exhibit B.1

Preliminary Design and Final Design Services

Scope of Services

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.
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 Dona Ana County. 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 one (1) copy 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 distribution to the Owner and for distribution during bidding. **SMA will deliver one (1) hardcopy of the final Construction Documents and the construction cost estimate (and one digital pdf copy) to the Owner after production.**

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	60 days from the receipt of Owner data
Final Design Phase Services	40 days from the receipt of Agency and Owner comments

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 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	\$ 6,476.00
Preliminary Design Phase Services	\$ 31,715.00
Final Design Phase Services	\$ 14,060.00

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.
- 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,

Exhibit B.1

Preliminary Design and Final Design Services

Scope of Services

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 did not include Bid, Construction, or Construction Observation Phase Services in this Scope of Services. SMA will negotiate the scope and fee for these services at a later date.

Exhibit B.2 - Summary of Cost Proposal

Souder, Miller & Associates

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

Project Description: LRGPWWA Valle Del Rio Water System Improvements Phase II
Project Number: 6327622
Owner: Lower Rio Grande PWWA
Date of Submittal: November 30, 2018
Tax Rate on Services: 8.3125%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P3T01 - Field Survey and Mapping	\$ 6,476.00	\$ 538.32	\$ 7,014.32
P3T20 - Preliminary Design	\$ 31,715.00	\$ 2,636.31	\$ 34,351.31
P4T20 - Final Design	\$ 14,060.00	\$ 1,168.74	\$ 15,228.74
TOTALS	\$ 52,251.00	\$ 11,249.22	\$ 146,578.22

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: LRGPWVA Valle Del Rio Water Sy
Project Number: 6327622
Owner: Lower Rio Grande PWWA
Date of Submittal: November 30, 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	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	0					12	12		10	60	100	2	\$ 3,081	\$ -	\$ 3,081
Establish Utility & R/W Location				2									\$ 290	\$ -	\$ 290
Establish Control Points				2									\$ 290	\$ -	\$ 290
Download Data / tins & contours				4									\$ 580	\$ -	\$ 580
Prepare Mapping				4									\$ 580	\$ -	\$ 580
Verify Accuracy of Survey				1									\$ 145	\$ -	\$ 145
Subtotal Hours:	0	0	0	22	0	13	13	0	10	60	100	2	\$ 6,476	\$ -	\$ 6,476
Subtotal Cost:	\$ -	\$ -	\$ -	\$ 3,190	\$ -	\$ 1,300	\$ 1,365	\$ -	\$ 200	\$ 33	\$ 100	\$ 288	\$ 6,476	\$ -	\$ 6,476
P3T20 - Preliminary Design															
Project Administration													\$ -	\$ -	\$ -
Project Management Plan					2								\$ 220	\$ -	\$ 220
Start-Up Meeting w/ Design Team			1		1		1						\$ 380	\$ -	\$ 380
Monthly Invoicing					2			2					\$ 440	\$ -	\$ 440
Preliminary Design													\$ -	\$ -	\$ -
Property/Easement Research					2								\$ 220	\$ -	\$ 220
As-built Research					2								\$ 220	\$ -	\$ 220
Utility Coordination					2								\$ 220	\$ -	\$ 220
Design Plans:													\$ -	\$ -	\$ -
Index / Cover / Notes / Key Map	2		2		4		8						\$ 1,610	\$ -	\$ 1,610
Survey Control	1		1	2	1		4						\$ 985	\$ -	\$ 985
Plan & Profiles	10		8		30		80						\$ 13,020	\$ -	\$ 13,020
Utility Details	2		1		8		12						\$ 2,305	\$ -	\$ 2,305
Traffic Control	2		1		2		8						\$ 1,225	\$ -	\$ 1,225
EOPCC			1		4	10							\$ 1,605	\$ -	\$ 1,605
Prepare Contract Documents and Specifications			2		4	10							\$ 1,770	\$ -	\$ 1,770
Internal Review		1	2		8		4						\$ 1,820	\$ -	\$ 1,820
QA/QC		4	2		8		8						\$ 2,810	\$ -	\$ 2,810
Submission to Agency(ies)					2		4				50		\$ 690	\$ -	\$ 690
Right-of-Way Permits			1		2	8	4			35			\$ 1,624	\$ -	\$ 1,624
Design Review with Owner			2		2								\$ 550	\$ -	\$ 550
Subtotal Hours:	0	5	24	2	86	28	133	2	0	35	50	0	\$ 31,714	\$ -	\$ 31,714
Subtotal Cost:	\$ -	\$ 950	\$ 3,960	\$ 290	\$ 9,460	\$ 2,800	\$ 13,965	\$ 220	\$ -	\$ 19	\$ 50	\$ -	\$ 31,714	\$ -	\$ 31,714
P4T20 - Final Design															
Design Plans:													\$ -	\$ -	\$ -
Index / Cover / Notes / Key Map	2		2		4		8						\$ 1,610	\$ -	\$ 1,610
Survey Control	1		1	1			4						\$ 730	\$ -	\$ 730
Plan & Profiles	10		8		20		30						\$ 6,670	\$ -	\$ 6,670
Utility Details	2		1		4		8						\$ 1,445	\$ -	\$ 1,445
Traffic Control	2		1		1		4						\$ 695	\$ -	\$ 695
Revisions to EOPCC		1	2		4	8							\$ 1,760	\$ -	\$ 1,760
Resubmittal					1		1				75		\$ 290	\$ -	\$ 290
Production					4		4						\$ 860	\$ -	\$ 860
Subtotal Hours:	0	1	15	1	38	8	59	0	0	0	75	0	\$ 86,752	\$ -	\$ 86,752
Subtotal Cost:	\$ -	\$ 190	\$ 2,475	\$ 145	\$ 4,180	\$ 800	\$ 6,195	\$ -	\$ -	\$ -	\$ 75	\$ -	\$ 14,060	\$ -	\$ 14,060

Total Cost of Design Phase Services: \$ 52,250

LRGPWWA Termination of Membership list for Board Approval December 12, 2018

	Customer Account	Customer Name	Address	City & Zip Code	Current Balance
1	06-07826-00	Alicia L Munoz Arzabal	7952 Highway 478	Vado, NM 88072	\$ 650.06
2	01-00194-00	Jesus Calzadillas	5 Aceitunas	Mesquite, NM 88048	\$ 1,288.21
3	12-10315-00	Nolan Clayshulte	7989 Valles Road	Mesilla Park, NM 88047	\$ 455.83
4	13-05046-00	Jose Contreras	9626 Corona Road	Las Cruces, NM 88012	\$ 905.39
5	13-05306-00	Jose Garcia	5775 First Street	Organ, NM 88052	\$ 1,355.59
6	02-00550-00	David R. Gonzales	435 Hawthorne	Mesquite, NM 88048	\$ 2,685.16
7	12-20004-00	Gabriel Maestas	8005 Primos Court	Mesilla Park, NM 88047	\$ 616.99
8	02-06289-01	Ofelia Mendoza	385 Mustang Road	Vado, NM 88072	\$ 686.94
9	13-05182-00	Manuel Aldoyn Pena	9775 Dawn Lane	Las Cruces, NM 88012	\$ 578.00
10	14-20016-00	Salome Rivero	9185 Horace Lane	Las Cruces, NM 88011	\$ 1,760.76
11	13-05197-00	Gary Schrader	6921 MacArthur Road	Las Cruces, NM 88012	\$ 572.66
12	11-08157-00	Joanna P. Torres	9-2 Los Cocos	Anthony, NM 88021	\$ 600.18
13	13-05329-00	Joan Tyler Estate	15865 Furnace Street	Organ, NM 88052	\$ 738.19
14	14-05616-00	Amelia Unpingco	9820 Circuit Lane	Las Cruces, NM 88011	\$ 1,617.40

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

THIS Agreement, made this _____ day of _____ 20____ (effective date) by and between Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and Wilson & Company, Inc., Engineers & Architects hereinafter referred to as the ENGINEER. This contract expires on _____.

The OWNER intends to construct a Project consisting of a 6" potable water line extension along Jaquez Road. The total estimated length of the new water line is 1970 linear feet, this line will provide water services and fire protection to the neighboring community.

The owner agrees to proceed with Engineering Services during the design & construction phases. The project is located in Berino NM,

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.

CONTENTS

SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally
Funded Projects
20. Remedies
21. Assurance Against Debarment

SECTION B - ENGINEERING SERVICES

- Engineer Services During the Planning Phase
- Engineering Services During the Design Phase
- Engineering Services During the Construction Phase
- Engineering Services During the Operation Phase

SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

- Attachment I – Insurance - required
- Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be 60 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 60 calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment VII - Engineer's Scope of Work and Labor-hour breakdown

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 an 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

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.

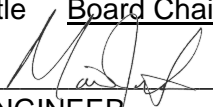
IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

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: _____

OWNER
Type Name Mike McMullen
Title Board Chairman

By:  _____ Date: 12/05/18

ENGINEER
Type Name Mario Juarez-Infante
Title Vice President
Address Wilson & Company
414 North Main Street
Las Cruces, NM 88001

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 \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$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 NO. II: N/A

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the ____ day of _____, 20____ (effective date) by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this ____ day of _____, 20____ (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:

Scope of Services is provided in Attachment VII

B. Cost Proposal – Include hourly breakdown for each task

Hourly Breakdown is Provided in Attachment VII

Total Cost Proposal Amount= \$14,431.00 (excluding NMGRT)

C. Reimbursable Expense Schedule

Total Reimbursable Amount= \$0.00

D. Contract Time shall be 60 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by ____ (DATE). If design phase services have not been completed and accepted by ____ 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 \$14,431.00, 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: _____
OWNER
Type Name Mike McMullen
Title Board Chairman

By:  _____ Date: 12/05/18
ENGINEER
Type Name Mario Juarez-Infante, PE
Title Vice President
Address Wilson & Company
414 North Main Street
Las Cruces NM 88001

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 ____ day of _____, 20____ (effective date) by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this ____ day of _____, 20____ (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:

Scope of Services is provided in Attachment VII

B. Cost Proposal – Include hourly breakdown for each task

Hourly Breakdown is Provided in Attachment VII

Total Cost Proposal Amount= \$21,483.50 (excluding NMGRT)

C. Reimbursable Expense Schedule

Schedule is Provided in Attachment VII

Total Reimbursable Amount= \$947.60

D. Contract Time shall be 60 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by ____ (DATE). If construction phase services have not been completed and accepted by ____ 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 \$22,431.10, 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 \$____, 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: _____

OWNER
Type Name Mike McMullen
Title Board Chairman

By:  _____ Date: 12/05/18

ENGINEER
Type Name Mario Juarez-Infante, PE
Title Vice President
Address Wilson & Company
414 North Main Street

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT NO. V: N/A

ATTACHMENT NO. VI: N/A

ATTACHMENT NO. VII

December 5, 2018

Karen Nichols, Project Manager
Lower Rio Grande Public Water Works Authority
P.O. Box 2646
Anthony, NM 88021

RE: Scope and Fee Proposal

Project: Jacquez Road Water Line Extension- Design and Construction Management

Procurement Method: As-Needed Engineering On-Call Contract FY2017-2020

Funding: Capital Outlay Special Appropriations Program (SAP)

Dear Ms. Nichols,

Wilson & Company Inc., Engineers & Architects (Wilson) appreciates the opportunity to submit this Scope and Fee proposal to provide engineering services through the design and construction phase of the Jacquez Road Water Line Extension Project. Thank you for inviting our team to your office to review the intent of the project and available project records and resources. We are confident that the scope of services defined in the attached documents clearly captures your need. Our scope of services is as follows:

Engineering Services during the Design Phase:

This phase consists of preparing 100% Final Plans, Specifications and Engineers Estimate. Wilson will utilize owner provided design drawings to assemble a standalone construction plan set. We will prepare a new Project Manual consistent with the Engineers Joint Contract Document Committee (EJCDC) boiler plate. Wilson understands that the regulatory agency, NM Drinking Water Bureau & NMED Construction Programs Bureau will provide review oversight and approval of the bidding documents, as such we will coordinate with these two agencies as part of our project kick-off due diligence. Wilson assumes that a system design analysis report will not be required based, nor will an environmental clearance document, based on the fact that Jacquez Road water line extension was previously approved in conjunction with the Berino Area Waterline Extensions project (NMFA 3156-CIF). This phase of services are outlined as follows:

- Record Research & Literature Review
- Field Visit and visual verification of owner provided topographic survey
- Prepare 100% Construction Drawings & Engineers Estimate
- Prepare Project Manual
- Obtain Regulatory Agency Approval of project bidding documents

Engineering Services during the Construction Phase:

This phase shall commence upon receiving NMED approval of the bidding Documents. Wilson will prepare a bidding platform on our public on-line website in addition to providing electronic/hard copies of letting documents at public locations as identified by the owner. We will prepare the Invitation to Bid for the owner's use to publicize in local circulations. Wilson will provide full preconstruction letting/bidding services including:

- Host Pre-bidding Conference
- Develop Plan holders list
- Address contractor's bidding questions and issue formal addenda to plan holders
- Assist Owner in Bid Opening Conference

ATTACHMENT NO. VII Continued

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 Wilson & Company, Inc., Engineers & Architects 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 Wilson & Company, Inc., Engineers & Architects 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.

ATTACHMENT VII Continued- Labor-hour Breakdown

LRGPWWA Jacquez Road- Water Line Extension

Prepared by Wilson & Company Inc. Engineers & Architects

Job Description/ Personnel	Senior Civil Engineer	Junior Civil Engineer	Construction Observer	Junior Drafter	Clerical
Design Services					
Project file set up		2			2
Internal Kick off Minutes and Action Item Documentation	1	1		1	1
Records Research & Literature Review of Owner Provided Files & Drawings	1	6		8	
Field Review-Including travel time		3		3	
Plan Production	1	8		40	
Project Manual-New EJCDC Format	1	8			24
Engineers Estimate	1	4			
Internal QAQC	4				
NMED Submittal Package of Bid Documents	2	4			
Address NMED's comments	8	8		8	8
Total Man-hours	19	44	0	60	35
Unit Cost	\$ 3,135.00	\$ 5,632.00	\$ -	\$ 3,648.00	\$ 2,016.00
Sub-Total Design Service Amount					\$ 14,431.00
Pre-Construction					
Prepare Bidding Platform via Wilson & Co Online Plan room					1
Pre-Bid Meeting including preparation of meeting agenda and distribution of meeting minutes		2			1
Issue Addenda	0.5	2			
Bid Open Meeting		1			1
Bid Evaluation and Award Recommendation Letter	1	4			
Execute Contract documents and Conform Project Manual, NOA & NTP		4			8
Pre-Construction Meeting including preparation of meeting agenda and distribution of meeting minutes	1	4	1		
Project Observation & Management					
Project Observation: One regular time observer at 40 hrs./week including travel (4 weeks).			160		
Project Management (Material Submittals, RFI's Change Order Review/Approval & Testing Credits Review/Certification): 3 hrs./wk.		12			
Progress Meeting Minutes & Distribution (2 Meetings)		4			
Documentation Review, File Management (Certified Pay Roll, Employee Wage Interviews & Daily reports) 2 hrs./week for 4 weeks					8
Pay Applications, processing & approval (1 hr./ea.) 2 total		4			
Project Close-Out					
Preliminary project walk through inspection and development of punch list items		5	2		
Final project walk through inspection		1	1		2
As Built Drawings	1	2		4	2
Project Certification/Documentation	1	4			4
Project Close Out	1	8			8
Total Man-hours	5.5	57	164	4	35
Unit Cost	\$ 907.50	\$ 7,296.00	\$ 11,020.80	\$ 243.20	\$ 2,016.00
Sub-Total CM Service Amount					\$ 21,483.50
Expenses & Reimbursable					
Mileage @ \$0.545/per mile, 64 miles per day (round trip), 5 days a week for 4 weeks.					
Travel Trips made by the Construction observer.					\$ 697.60
Plan Set and Project Manual printing/reproduction					\$ 250.00
Total Expenses					\$ 947.60
Total CM Services Amount					\$ 22,431.10
Proposed Project Cost w/o NMGR					\$ 36,862.10
Proposed Project Cost with NMGR @ 8.3125%					\$ 39,926.26



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review their usage history, and may request that their meter be data-logged. The Data-Logging Fee (see Attachment 2: Schedule of Rates & Fees) shall not be applied the first occurrence per account within a one-year period, but shall apply to all subsequent data-log requests within a one (1) year from the most recent one unless meter test results show inaccuracy greater than three-percent (3%).

H. Meter Replacement In Existing Service Connection. The Authority will replace meters in existing service connections upon request of the Member subject to a Meter Replacement Fee (see Attachment 2: Schedule of Rates & Fees) based on the cost of labor and materials.

4. BILLING AND PAYMENT FOR WATER/SEWER SERVICE.

A. Dates:

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

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

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

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

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

B. Billing of Water/Sewer Service. All Authority Members are subject to at least the minimum water and minimum sewer charges as soon as water/sewer service is available, as defined in "Water/Sewer Service". The Authority shall bill the membership **monthly** for water/sewer service from actual meter readings and/or at the rates set forth on the approved water/sewer rate schedule



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attached to this Policy. All water metered as used by the member shall be subject to the rate schedule, including water leaked from a member's line.

C. Payment of Water/Sewer Service Bills. Bills for water/sewer service are due and payable at the location indicated on the bill or at the location determined by the Board of Directors. Payment of a bill is due on the **due date** and becomes **overdue at 3:00 p.m. on that date**. To be timely, payments must be received in the Authority's offices on or before **3:00 p.m. on the due date** to avoid overdue penalties. Payments made by check shall not be held. All checks received shall be deposited. For fees associated with returned checks, bank drafts, credit cards, debit cards and phone payments, see Attachment 2 Schedule of Rates & Fees.

D. Overdue Accounts. Overdue amounts are assessed a **penalty of 15% of the amount due per month**. Failure to pay for water/sewer service will result in disconnection of water service SEE below.

E. Delinquent Accounts/Notification & Disconnection of Service. Accounts become delinquent and subject to disconnection of water forty-five (45) days after the billing date. **Delinquent notice is outlined in the printed bill, no further notice will be provided.** Payment to the account which does not pay the delinquency in full will be insufficient to avoid disconnection unless arrangements for a payment plan have been approved in writing by the Customer Service Specialist at the request of the member prior to water being shut off. The Customer Service Specialist has discretion regarding whether to agree to a payment plan.

F. Negotiation of Payment Agreement. To avoid disconnection of services, the Customer Service Specialist and a current customer and/or Member may negotiate a monthly payment schedule for the delinquent amount, provided that at the time of the agreement, the customer and/or Member shall pay as an initial deposit fifty percent (50%) of the overdue amount.

If services are disconnected, the Customer Service Specialist and the customer and/or Member may still negotiate a monthly payment schedule for the delinquent amount. Services will be reinstated provided that the current account



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holder and/or member pay the delinquency fee and fifty percent (50%) of the overdue amount.

G. ~~Returned Checks Non-Sufficient Funds/Delinquent Accounts.~~ If a payment by check or bank draft is returned for ~~insufficient non-sufficient~~ funds, the balance due plus ~~returned check Non-Sufficient~~ Funds Fee, and any other applicable fees shall be added to the account, which thereafter will be required to be paid in cash.

H. ~~Disconnection of Water Service.~~ Any water service which has been disconnected due to a delinquent account shall not be reconnected until the account has been paid in full.

The delinquency fee is applied after the delinquency date has occurred and the disconnection list is generated, which is forty-five (45) days after billing date and whether services have or have not been physically terminated through closing, locking or removing of water meter.

I. ~~Delinquent Accounts.~~ When an account balance reaches sixty (60) days, the customer will be required to pay a deposit (See Schedule of Rates & Fees- Attachment #2) which will be refundable after the account balance has been kept current for a period of twelve (12) consecutive months.

J. ~~Membership in Default.~~ When an account balance reaches six (6) months, the membership is deemed to be in default, and collection procedures will be initiated.

K. ~~Termination of Membership & Liens.~~ If a member's account is delinquent for twelve (12) months after disconnection of water service, the amount due may be considered uncollectible and the membership shall be cancelled. Water service for **all** accounts associated with the terminated membership will be terminated. The Authority may file a lien against property owned by the member, initiate further collection procedures, and/or use any other available means to collect the amount owed and resolve the default. After a membership is terminated, a request for reconnection shall be subject to payment of a new **membership fee and connection fees.**



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Meter Test Fee- Larger than 1" \$75.00 plus 3rd party testing fee
(3rd party testing fee may vary depending on the size and type of meter. Testing will be performed on-site.)

Meter Data-Logging Fee: \$50.00 No charge for the first data-log within a one-year period, fee applies to all subsequent data-logs within one-year. No charge for data-log if meter test results show inaccuracy exceeding three-percent.

Meter Replacement Fee: Labor plus materials costs, applicable when meter in an existing service connection is replaced due to Member request

Service Activation fee: \$50.00

Service Deactivation fee: \$50.00

Renters Deposit (mandatory) \$100.00

Cross Connection Prevention and Control_Policy (CCPCP) Waiver Re-inspection Fee: \$25.00

CCPCP Inspection Fee \$50.00

CCPCP Device Annual Testing Fee: \$125.00

CCPCP Device Installation Fee: Cost of Labor + Materials

Fire-flow Testing Fee (per test) \$200.00

Water/Sewer facility Tampering fee: \$500.00
(in addition to repair/replacement costs)

~~Insufficient Funds (Bounced Check): \$35.00~~

~~Non-Sufficient funds (NSF) fees: \$35.00~~

~~fees apply to returned checks and bank drafts~~

~~(after 3 times, customer is put on cash-only basis)~~

Late penalty on overdue accounts 15% of the overdue bill



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Copy of Current Bill	\$2.00
Customer History	\$1.25 per page
Dona Ana County Service Letter	\$5.00
Copying per page	\$1.25 letter (8½ X11) \$1.40 legal (8½ X14) two-sided copies are charged as two pages
IPR Request Copies/per page (See Inspection of Public Records Policy)	\$1.00
Faxes (Local/Toll free) per page	\$2.00
Faxes (Long Distance) per page	\$3.00
Convenience Fee for Payment by Credit Card	\$2.00 per transaction on-site \$1.25 per transaction online
<u>Convenience Fee for Payment by Phone</u>	<u>\$1.25 per transaction</u>

BILLING, DUE DATES, DISCONNECTION SUMMARY

Billing Cycle #1 – All LRGPWWA customers
Billing date – 1st of the month
Due date – 25th of the month
Late Penalty – 26th of the month – 15% of overdue amount
Disconnection – 16TH of the next month

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

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

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



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

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

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

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