

LOWER RIO GRANDE
Public Water Works Authority

PO Box 2646 Anthony, New Mexico 88021 (575) 233-5742

www.LRGauthority.org

Sign In Sheet

Page 1 of

Date: 12-11-19

Time: 9:30

Places: La Mesa

Event: Regular Board mtg

SIGNATURE	Print Name, Title, Company	Contact Information Phone Number	Email Address
	Patty Charles Projects Specil.	575-233-5742	pattycharles@lrgauthority.org
	Martin Lopez Plant	575-713-628	martin.lopez@lrgauthority.org
	Espy Holguen	575 644-9543	Espy@D.COM
	Karen Nichols	915 203 2057	karen.nichols@legis.nm.gov
(P)	Phyllis J. Smith	575) 642-7474	
	FURMAN SMITH	" 382 5982	SAME
	Mike Lopez	(575) 635-3921	mike.lopez@lrgauthority.org
	JOSE R EVANS	575- 618- 0182	
	Kathi Jackson LRGAWWA Finance Manager	(575) 610-4880	Kathi.jackson@lrgauthority.org
	JOHN SCHROEDER ACCOUNTING LRGAWWA ASS. STAFF	575-233-5742	John.Schroeder@lrgauthority.org
	Ray Lara State Rep HD 34	915 203 9111	raymundo.lara@nmlegis.gov

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, December 11, 2019 at our Office, 521 St Valentine, La Mesa

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. **Breakfast courtesy of Wilson & Company & presentation of Lower Rio Grande PWWA 2020 Legislative Priorities:** Ms. Nichols provided a presentation for LRGPWWA Legislative Priorities to State Representative Raymundo Lara and breakfast was provided by Wilson & Company.
- II. **Call to Order, Roll Call to Establish Quorum:** Chairman McMullen called the meeting to order at 10:33 a.m. and called roll.
- III. 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 absent, Mr. McMullen representing District #6 was present, Mr. Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Finance Manager Kathi Jackson, Operations Manager Mike Lopez, Projects Specialist Patricia Charles, and Accounting Assistant John Schroder. Guests attending the meeting were Mrs. Phyllis J. Smith and NM State Representative Raymundo Lara.
- IV. **Pledge of Allegiance:** Mr. McMullen led the pledge of allegiance.
- V. **Motion to approve Agenda (VIII A. postponed):** Mrs. Holguin made the motion to approve the agenda with VIIIA postponed. Mr. Smith seconded the motion, the motion passed with all in favor.
- VI. **Approval of Minutes**
 - A. **Motion to approve the minutes of the November 13, 2019 Regular Board Meeting:** Mr. Smith made the motion to approve the minutes of the November 13, 2019 Regular Board Meeting. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- VII. **Presentations:** NONE
- VIII. **Public Input:** NONE
- IX. **Managers' Reports**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. We have applied for extension of LRG 3338 for Beneficial Use (water rights) with NM Office of State Engineer. We paid off Loan# 3156-CIF for Veterans Road-Berino Bosque Water Project. Ms. Jackson ran the collection account numbers and the total was \$71,756.94. Ms. Charles and Ms. Meza have been working on filing liens and writing up payment agreements with our customer's we have collected about 17% of the original balance. Just this week we have collected between \$4000 and \$5000. Mr. Lopez met with RCAC and they have started a Rate Study, just to look at our rates. The SCCOG is hosting a Legislative meeting on December 17, 2019 in Mesilla, and staff will be providing a presentation. Our December-January office

schedule is as follows: our offices will be closed at 1:00 pm for employee training on Friday, December 13, 2019. The delinquency due date will be moved from December 15, 2019 to December 17, 2019. We will close all our offices at noon on December 24, 2019 and will be closed all day December 25, 2019. We will close all our offices at noon on December 31, 2019 and be closed all day January 1, 2020.

- B. Projects:** Ms. Nichols provided a written report and stood for questions. Mesquite-Brazito Sewer Project update, we have had many complaints regarding the wet roads. We are continuing to deal with the mud. We are working with the contractor to provide better access to the homeowners in the area. We have about 14-15 people on the waiting list for service. Mr. Lopez is now concerned with adding too many people to the list because of budgetary limits. We might have to make a decision about limiting the amount of people on the waiting list at our next board meeting. Mr. Lopez said we are still adding people to our waiting list for Mesquite-Brazito Sewer Project 2. Design revisions are being made for the South Valley Water Supply & Treatment Project, and RCAC interim loan is in process. Valle Del Rio Water System Project Construction Phase II Engineering Agreement Amendment is pending approval and project should be out to bid soon. 1st requisition was submitted for East Mesa Water System Project. Mr. Smith asked what this project entails, Ms. Nichols said it will include a Central storage tank, well, return line and booster upgrades. High Valley Water System Improvements Project phase I is close to bid. Stern Drive Waterline Extension Project and Jacquez Waterline Extension Project, award of contracts are pending NMED-CPB approval. 2020 Legislature pre-file period begins 12/16/19, Capital Outlay presentations- one was this morning and another is scheduled for 12/17/19 at the SCCOG event. 2019 Elections- Dona Ana Clerk will be holding the swearing-in ceremony on 12/30/19 at 10:30 am. Ms. Nichols wanted to remind everyone to be sure and input the data needed for the 2019 water audits. We are working on internal policies so we can score higher in the future. We will have an outside company do the Water Audits for 2019. Mr. Lopez wanted to add that the Ms. Jackson just hired a new individual for the Water Meter Mechanic. He said Mr. Jackson and Mr. Mike Lopez and their staffs are in the process of exchanging meters.
- C. Operations:** Mr. Mike Lopez provided a written report and stood for questions. The pump and motor have been installed at East Mesa well #2 and is working fine. Well #2 (Venadito) is almost ready to go back into service; it just needs to be shocked flushed before it goes online. Production was low due to the rain recently. Mr. Lopez said we are partnering with Dona Ana County on Berry Patch Road which is part of our East Mesa upgrades. We will be getting some numbers on the costs from the County to bury a dry line for future use. Mrs. Holguin wanted to make a request to take a look at maybe providing water services for the area around Pancho Place and Forest Road. The water in that area smells bad and is probably contaminated. Because of the increase in Pecan Orchards in the area it has caused a lack of potable water. Mr. Lopez said we have had a feasibility study done in the area but we have not moved forward with anything as of yet. Mrs. Holguin asked if maybe we could use emergency money because of the water contamination.
- D. Finance:** Ms. Jackson provided a written report and stood for questions. We took in \$272,285.12 and expenses totaled \$371,376.78 in the month of November. Included in the expenses are the purchase of the Radio Read System and the Mini Excavator, which will be

reimbursed soon. Once the funding for these items is received, we will have \$1,600.00 surplus. The Audit is in review at the state office.

X. Unfinished Business

A. Appointment of Director for District 2 –postponed

XI. New Business

A. Motion to authorize Cost of Living &/or Merit pay increase for staff: Mr. Lopez said that we have enough allocated in the budget to give a 5% increase. Mr. Evaro asked if the increase is going to be for cost of living or merit. He said everyone should get the cost of living. Mr. Lopez said what he has done in the past is give the cost of living which is 1.6% for the State and the rest up to 5% is for merit. Mrs. Holguin made the motion to authorize a cost of living and a merit pay increase for staff. Mr. Smith seconded the motion, the motion passed with all in favor.

B. Motion to approve Engineering Services Agreement with Bohannan Huston, Inc. for Wetlands Closure Project contingent upon NMED-CPB approval: Mr. Lopez said last month we went over the selection process. This is to approve the contract. We have included the cover letter in the packet. The entire contract is on the directors' page on our website. Mrs. Holguin made the motion to approve the Engineering Services Agreement with Bohannan Huston, Inc. for Wetlands Closure Project contingent upon NMED-CPB approval. Mr. Evaro seconded the motion, the motion passed with all in favor.

C. Motion to approve Engineering Services Agreement amendment with Souder, Miller & Associates for High Valley Ph. II Project contingent upon NMED-CPB approval: Ms. Nichols said the reason for bringing the amendment to the board is that this is actually for the beginning of Phase II, so it is a new contract. Mrs. Holguin made the motion to approve the Engineering Services Agreement amendment with Souder, Miller & Associates for High Valley Ph. II Project contingent upon NMED-CPB approval. Mr. Smith seconded the motion, the motion passed with all in favor.

D. Motion to authorize termination of membership for delinquent accounts: Mr. Lopez said all the letters have been sent to notify these customers and liens have been filed for the people that own the properties, the write offs are renters or accounts for people that have sold or lost their properties. Mrs. Smith made the motion to authorize termination of membership for delinquent accounts. Mrs. Holguin seconded the motion the motion passed with all in favor.

E. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.7-threatened or pending litigation: Mrs. Holguin made the motion to convene in closed session, Mr. Evaro seconded the motion. The motion passed with all in favor.

- i. **Roll Call Vote: District #1 (Mr. Sanchez) absent, #2 Vacant, #3 (Mr. Evaro) YES, #4 (Mrs. Holguin) YES, #5 (Mr. Magallanez) ABSENT, #6 (Mr. McMullen) YES, #7 (Mr. Smith) YES.**

- ii. **Motion to reconvene in open session:** Mr. Smith made the motion to reconvene in open session at 11:19 am. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- iii. Statement by the Chair: ***The matters discussed in the closed meeting were limited only to those specified in the motion for closure.*** Mr. McMullen made the statement regarding the matters discussed.
- iv. **Motion, if any related to closed session matters:** No motion was made related to closed session matters.

XII. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, January 15, 2020 at the Vado Office.

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate:** Mr. Evaro attended the DFA/LGD Budget Conference on November 13, 2019.
- B. Acceptance & approval of the FY2019 audit (in review @ NM OSA)**
- C. Disposition Committee Meeting, January 15, 2020, 15 minutes before Regular Board Meeting:** Mr. Lopez said the Disposition Committee would not need to meet on January 15, 2020.
- D. Designation of a Representative to vote in EBID elections**
- E. CDBG Resolutions**
- F. Approval of SCCOG Contract for Water Master Plan**
- G. Authorization for RFP for Master Plan Project**

XIII. Motion to Adjourn: Mr. Smith made the motion to adjourn the meeting at 11:34 am Mrs. Holguin seconded the motion. The motion passed with all in favor.

Minutes approved January 15, 2020

Michael McMullen, Chairman (District 6)

Furman Smith, Vice-Chairman (District 7)

Esperanza Holguin, Secretary (District 4)

ABSENT
Raymundo Sanchez, Director (District 1)

Joe Evaro, Director (District 3)

ABSENT
Henry Magallanez, Director (District 5)

VACANT
Director (District 2)

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, December 11, 2019 at our Office, 521 St Valentine, La Mesa

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. Breakfast courtesy of Wilson & Company & presentation of Lower Rio Grande PWWA 2020 Legislative Priorities
- II. Call to Order, Roll Call to Establish Quorum:
- III. District #1 (Mr. Sanchez) __, #2 (Vacant) __, #3 (Mr. Evaro) __, #4 (Mrs. Holguin) __,
5 (Mr. Magallanez) __, #6 (Mr. McMullen) __, #7 (Mr. Smith) __
- IV. Pledge of Allegiance
- V. Motion to approve Agenda (VIII A. postponed)
- VI. Approval of Minutes
 - A. Motion to approve the minutes of the November 13, 2019 Regular Board Meeting
- VII. Presentations: NONE
- VIII. Public Input—15 minutes are allotted for this item, 3 minutes per person
- IX. Managers' Reports
 - A. General Manager
 - B. Projects
 - C. Operations
 - D. Finance
- X. Unfinished Business
 - A. Appointment of Director for District 2 –postponed
- XI. New Business
 - A. Motion to authorize Cost of Living &/or Merit pay increase for staff
 - B. Motion to approve Engineering Services Agreement with Bohannon Huston, Inc. for Wetlands Closure Project contingent upon NMED-CPB approval
 - C. Motion to approve Engineering Services Agreement amendment with Souder, Miller & Associates for High Valley Ph. II Project contingent upon NMED-CPB approval
 - D. Motion to authorize termination of membership for delinquent accounts

- E. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.7-threatened or pending litigation
- i. Roll Call Vote: District #1 (Mr. Sanchez) ____, #2 (Vacant) ____, #3 (Mr. Evaro) ____, #4 (Mrs. Holguin) ____, #5 (Mr. Magallanez) ____, #6 (Mr. McMullen) ____, #7 (Mr. Smith) _____
 - ii. Motion to reconvene in open session
 - iii. Statement by the Chair: ***The matters discussed in the closed meeting were limited only to those specified in the motion for closure.***
 - iv. Motion, if any related to closed session matters

XII. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, January 15, 2020 at the Vado Office.

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate
- B. Acceptance & approval of the FY2019 audit (in review @ NM OSA)
- C. Disposition Committee Meeting, January 15, 2020, 15 minutes before Regular Board Meeting
- D. Designation of a Representative to vote in EBID elections
- E. CDBG Resolutions
- F. Approval of SCCOG Contract for Water Master Plan
- G. Authorization for RFP for Master Plan Project

XIII. 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 LRGPWVA 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 LRGPWVA 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 LRGPWVA, 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 LRGPWVA si es necesario un resumen u otro tipo de formato accesible.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, November 13, 2019 at our Office, 521 St Valentine, La Mesa

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- I. **Call to Order, Roll Call to Establish Quorum:** Chairman 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 absent, 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, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson, Operations Manager Mike Lopez and Mrs. Smith.
- II. **Pledge of Allegiance:** Mr. McMullen led the pledge of Allegiance.
- III. **Motion to approve Agenda (VIII A. postponed):** Mrs. Holguin made the motion to approve the agenda with VIII.A postponed and move IX A-E up after IV approval of minutes. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes:**
 - A. **Motion to approve the minutes of the October 16, 2019 Regular Board Meeting:** Mr. Smith made the motion to approve the October 16, 2019 regular board meeting minutes. Mrs. Holguin 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. All documents have been submitted for the Organ BLM transfer of ROW permit for the pipeline on Tierra Alta, along Highway 70. The property is owned by DOT & BLM, the permit is for 25 years. Stern Drive also has a ROW permit that has two owners DOT and State Land Office, permit has been issued and is for 35 years. The 2020 Vado Farm Rental Agreement has been signed. Valle Del Rio Internet Rental Agreement has been signed with Fast Wave for 5 years. Health insurance will increase this upcoming year, a little over \$3,600 per month researching other plans. There will be an increase in Commercial insurance as well due to the new vehicles added to our fleet. Orchard Estate subdivision (Berino Bosque are) has an updated Disclosure Statement for Potential Property owners indicating they must pay for water rights and other associated fees. Extension to Apply for Benefits Use (water rights) for Brazito has been submitted. FCC Call sign WQKY350 (Brazito meter reading system) expired on 10-26-19 and is no longer in use. FCC Call sign WQLC348 (Mesquite 2-way radio system) will expire on 12-1-19

and is no longer is use. The County Fire Marshal contacted us and want us to provide information on our storage tanks. Apparently, they are applying for a grant, to maybe replace the storage tanks. Mr. Lopez wants to meet with the County Fire Marshal before he sends any information regarding the storage tanks. He will contact them and request a meeting soon. Mr. Mike Lopez is gathering up the storage tank information. Mrs. Holguin requested the light at Hwy 227 and Holguin Road be checked. The light is out and needs to be replaced. Mr. Mike Lopez said he will look in to it.

- B. Finance:** Ms. Jackson provided a written report and stood for questions. She said revenues for October 2019 were \$355,907.00 and expenses of \$282,165.00 with a surplus of \$73,743.00. The State approved the 1st Quarter Budget Report. Currently work on meter change outs. We had hired a Meter Mechanic, but had to let him go. Mr. Magallanez asked if we had a process in place to replace the Meter Mechanic, Ms. Jackson said we have the job opening on the website and at the Environment Dept. we have a few applicants. 600 radio read meters have failed and have to be read manually, 75-100 have been switched this month. There are 500 left to be replaced. 3740 master meters were defective and have to be replaced. 800 master meters have been replaced and will be shipped back to Master Meter, Ms. Jackson said we are about 1/3 done.
- C. Projects:** Ms. Nichols provided a written report and stood for questions. We will be having 2 bid openings on Thursday, November 14, 2019 one at 10:00 a.m. and 10:30 a.m. for Jacquez and Stern projects. We are expecting about 5 contractors to bid. Mesquite-Brazito Sewer Project is moving right along. Mesquite-Brazito Sewer Project 2, 95% submittal is under review at USDS-RD. BHI and our attorney are still working out Right of Way issues, it should be ready to close soon. South Valley Water Supply & Treatment Project, the Engineering Agreement with BHI is approved, the kick-off meeting was held 9/30/19. Water Master Plan, Ms. Goolsby has been submitted the Grant Agreement to NM DFA. Ms. Nichols will give her a call to get an update. Central Office Building, the design review meeting was held on 10/31/19. Cost estimate is over budget but is being reviewed and revised. Valle Del Rio Water System Project Plans and Specs have been approved will be ready for bid soon. East Mesa Water System Improvements Project Engineer's contract has been approved by NMED-CPB we are having a phone conference with Engineering firm on Friday, November 15, 2019. The 2020 Legislature Schedule is included in the report. Wilson & Company is helping us develop a brochure a for Capital Outlay needs. Our Capital Outlay will focus on the Central Operations Facility. Congratulations to Mr. McMullen on his re-election he received 103 votes. Ms. Nichols included in the report the Collection & Lien numbers, Mr. Jackson said we have collected about \$20,000.00 so far.
- D. Operations:** Mr. Mike Lopez provided a written report and stood for questions. The pump and motor have been installed at the East Mesa Well #2 site on Easy Lane. Venadito Well site was flushed out but will have to be repaired. There will be some re-piping needed the repairs will cost about \$1,800.00. Water production went up in October by 4.9 million gallons.

VIII. Unfinished Business

A. Appointment of Director for District 2 –postponed

IX. New Business

- A. Motion to authorize covering the \$18,553.11 additional cost over & above the \$100,000 SAP funding for purchasing a dump truck chassis and body:** Mr. Lopez said the original quote expired and the vendor was not on the State Purchasing Agreement the second time around. The additional cost is due to adding the chassis and dump body cost, which now meets DOT specifications. Mrs. Holguin made the motion to authorize covering the \$18,553.11 additional cost over & above the \$100,000 SAP funding. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- B. Motion to accept and approve the FY2019 audit – POSTPONED.** Mr. Lopez asked Mrs. Jackson and Ms. Nichols if the board needed to approve the Audit before it is submitted to the State. Ms. Jackson said that was not necessary. Ms. Nichols suggested we leave this item on the agenda until it is submitted to the State.
- C. Motion to award contract for Stern Drive Line Extension Project to the apparent low bidder contingent upon engineer’s recommendation, GM concurrence, and NMED Construction Programs Bureau approval:** Ms. Nichols said the reason why General Manager concurrence has been added, is to give him authority to reject a low bidder if necessary. Mrs. Holguin made the motion to award contract for Stern Drive Line Extension Project contingent upon engineer’s recommendation, GM concurrence, and NMED Construction. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- D. Motion to award contract for Jacquez Road Line Extension Project to the apparent low bidder contingent upon engineer’s recommendation, GM concurrence, and NMED Construction Programs Bureau approval:** Ms. Nichols expected to have the low bidder information today, but corrections was needed so the bid opening was pushed to Thursday, November 14, 2019. Mrs. Holguin made the motion to award contract for Jacquez Road Line Extension Project contingent upon engineer’s recommendation, GM concurrence and NMED Construction Programs Bureau approval. Mr. Magallanez seconded the motion, the motion passed with all in favor.
- E. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.2 limited personnel matters to discuss evaluation of the General Manager:** Mrs. Holguin made the motion to convene in closed session pursuant NMSA 1978 10-15-1 H.2 limited personnel matters. Mr. Smith seconded the motion, the motion passed with all in favor.
- i. **Roll Call Vote:** District #1 (Mr. Sanchez) was absent, #2 is vacant, #3 (Mr. Evaro) was absent, #4 (Mrs. Holguin) voted yes, #5 (Mr. Magallanez) voted yes, #6 (Mr. McMullen) voted yes, #7 (Mr. Smith) voted yes.
 - ii. **Motion to reconvene in open session.** Mrs. Holguin made the motion to reconvene in open session. Mr. Magallanez seconded the motion, the motion passed with all in favor.

iii. **Statement by the Chair:** *The matters discussed in the closed meeting were limited only to those specified in the motion for closure.* Mr. McMullen made the statement regarding the matters discussed.

iv. **Motion, if any related to closed session matters:** Mrs. Holguin made the motion to provide a 3% increase in salary to the General Manager and a 3% incentive. The effective date for increase in salary is January 1, 2020. Ms. Jackson asked if the incentive will be calculated on the current salary or on the new salary. Mr. McMullen said it would be calculated on the new salary.

X. Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, December 11, 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. **Employee Evaluations**

C. **Invite Legislators to the December 11, 2019 board meeting**

D. **End of Year function will be held on December 14, 2019 it will start at 2:00. Mr. McMullen said he would bring the menu choices to the December 11, 2019 meeting and will need a head count.**

XI. **Motion to Adjourn:** Mr. Smith made the motion to adjourn the board meeting at 10:29 a.m. Mrs. Holguin seconded the motion, the motion passed with all in favor.

Minutes approved December 11, 2019

Michael McMullen, Chairman (District 6)

Furman Smith, Vice-Chairman (District 7)

Esperanza Holguin, Secretary (District 4)

ABSENT

Raymundo Sanchez, Director (District 1)

ABSENT

Joe Evaro, Director (District 3)

Henry Magallanez, Director (District 5)

VACANT

Director (District 2)

LRGPWWA
Manager's Report
December 11, 2019

- LRG 3338 (South Valley) Extension to Apply for Benefits Use (water rights) has been submitted to NMOSE
- Paid off Loan 3156-CIF (\$80,326.00): Veterans Road-Berino Bosque Water Project
- Collections: \$71,756.94 and is now down to \$59,652.38 so we have collected \$12,104.56 to date, which is about 17% of the original balance
- RCAC has started the Rate Study
- The SCCOG is hosting a Legislative meeting on December 17th in Mesilla-Staff will be presenting
- December-January office schedule (notification posted at office and website)
 - LRGPWWA will shut down at 1 pm for training and end of year function
 - Delinquency Due Date is moved from December 15th to the 17th
 - LRGPWWA will shut down at noon on December 24th
 - Offices closed on December 25th
 - Regular Due Date is moved from December 25th to the 27th
 - LRGPWWA will shut down at noon on December 31st
 - Offices closed on January 1st

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITIES
PROJECTS REPORT – 12/11/19**

LRG-11-02.2 – Mesquite-Brazito Sewer Project – Bohannon Huston, Inc. & File Construction – Construction – 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 – Sixth progress meeting was held on 12/2/19. 5th & 6th Contractor’s pay applications have been processed. First Change Order has been corrected due to an error in the dates. Second one is pending to address additional time needed due to utility conflicts.

LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannon Huston, Inc. – Design Stage – USDA-RD LOC \$15,030,780 – 15th Request for Funds from RCAC bridge loan is pending approval. BHI is working on USDA response to comments. Three easements are pending and one real property is pending; Josh and Diana are taking care of these

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: 9/17/19 USDA signed engineering contract received, Schedule to be updated as soon as Terracon submits addendum to report for site soil classifications converted into a site percolation rate.

LRG-17-01 – Water Master Plan – WTB #252: Grant Agreement has been signed and sent back to Ms. Goolsby at SCCOG for submittal to CDBG.

LRG-17-02 – Central Office Building – DW-4213 \$3,285,619: Architect is working on bid documents. Revised cost estimate is over budget by about \$300,000. Wilson & Co. has provided information and graphics for our Capital Outlay Request presentations and breakfast this morning.

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 – Construction Stage & Ph. II Design - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment – Souder, Miller & Associates: Engineer sent revised contract docs on 10/10 to NMED-CPB & DWB. DWB approval was received 11/12/19. Construction Phase Engineering Agreement Amendment is pending NMED-CPB approval.

LRG-17-03 –East Mesa Water System Improvements Project – NMFA 3803-PG & 3804-PG, 4915-CIF – Design – 1st Requisition was submitted on 12/2/19. Design work is underway.

LRG-18-01 – High Valley Water System Improvements Project – NMFA 4645-CIF18, 4915-CIF – Design & Construction – Souder, Miller & Assoc. – CPB approval of Engineering Services Amendment #4 and final contract documents is still pending. Engineer addressed NMED-CPB comments and resubmitted on 11/12/19.

LRG-18-01 Ph. II – High Valley Water System Improvements Ph. II Project – NMFA 4916-CIF \$630,384 Grant, \$111,244 Loan – Design & Construction – Souder, Miller & Assoc. – Funding closed 9/27/19, engineering agreement is on today's agenda.

LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build – SMA - \$150,000 SAP – Highland Enterprises was low bidder. Award of contract is pending NMED-CPB approval.

LRG-18-03 – Jacquez Waterline Extension Project – Design/Build - \$50,000 SAP – Wilson & Co. – J29 was low bidder, approval of award of contract is pending at NMED-CPB.

LRG-19-09 – S. Valley Service Area Line Extensions - SMA – We are considering applying to NMED Local Government Planning Fund for PER funding.

LRG-20-01 – Mesquite Wetlands Closure – Plan/Design - BHI - \$250,000 SAP: Project kick-off was held on 10/15/19. Contract proposal is pending.

Other projects:

2020 Legislature: Pre-file period begins 12/16/19. Capital Outlay presentations are set for this morning and for the SCCOG event on 12/17/19.

2019 Election: Election results are final at NM SOS, and Doña Ana County Clerk will be scheduling a swearing-in ceremony for 12/30/19.

Infrastructure Capital Improvements Plan 2021-2025: Complete, submitted, and approved.

Documents Retention & Destruction – Sorting of old association documents for storage or destruction is ongoing, and staff is implementing approved retention/destruction schedules for LRGPWWA documents. No bins have been sent out for shredding in the past month.

Website and Email – Notices and Minutes pages are up to date.

Training – Nothing new to report

Lower Rio Grande Water Users Organization – nothing new to report

As Needed Engineering Services - Currently we have three active Task Orders: BHI for securing the SLO Permit, and BHI for transferring a BLM permit from Organ WSA to the LRGPWWA. Both tasks are nearly complete pending final paperwork. The NM SLO Permit has finally been received, but a Certificate of Completion form is required and was not provided with the permit, and is still pending. The BLM permit fee has been paid, and the transfer paperwork is pending. Huitt Zollars Task Order for NM DOT permits for 3 new service installations has been issued, and they will have the plans and the permit application ready to submit to NMDOT by Monday, Dec. 9th. They are submitting the environmental clearance request to the NMDOT Environmental Design Division on 12/4/19.

Collection & Lien Procedures - 193 first notifications, 110 certified letters have been sent and 82 liens have been filed to date. 12 liens have been released following payment in full of the account.

Water Audits – Calendar 2018 Water Audits have been completed, and results are included with the Operations Report. Our first Water Audits were completed for calendar 2014 by D.B. Stephens & Associates with a Technical Assistance Grant from BECC. It has been our stated intention to perform water audits annually in-house, but to have a third-party audit every five years, and that will be due for calendar 2019. The Water Audit team met on 10/8/19 to work on policies, procedures, and planning to improve our data validity scores in future audits, and will meet again in January to review progress.

Lower Rio Grande PWWA

Operators Report

December 11 , 2019

System Problems and Repairs.

- Backflow inspections are Current. (Mesquite District)
- For the month of November, we were issued 508 work and service orders, A huge portion of those were due to meter change outs.
- For the month of October, we were issued 917 work and service orders.
- For the month of November, we installed 6 new water service connections.
- We did not have any main or service line breaks at Alto De Los Flores.
- We did not have any main or service line breaks at the East Mesa.
- We did not have any main or service line breaks at Talavera MDWCA
- The Pump and Motor has been installed at East Mesa well #2 and is working fine.
- Well #2 Venadito is almost ready to go back into service.

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

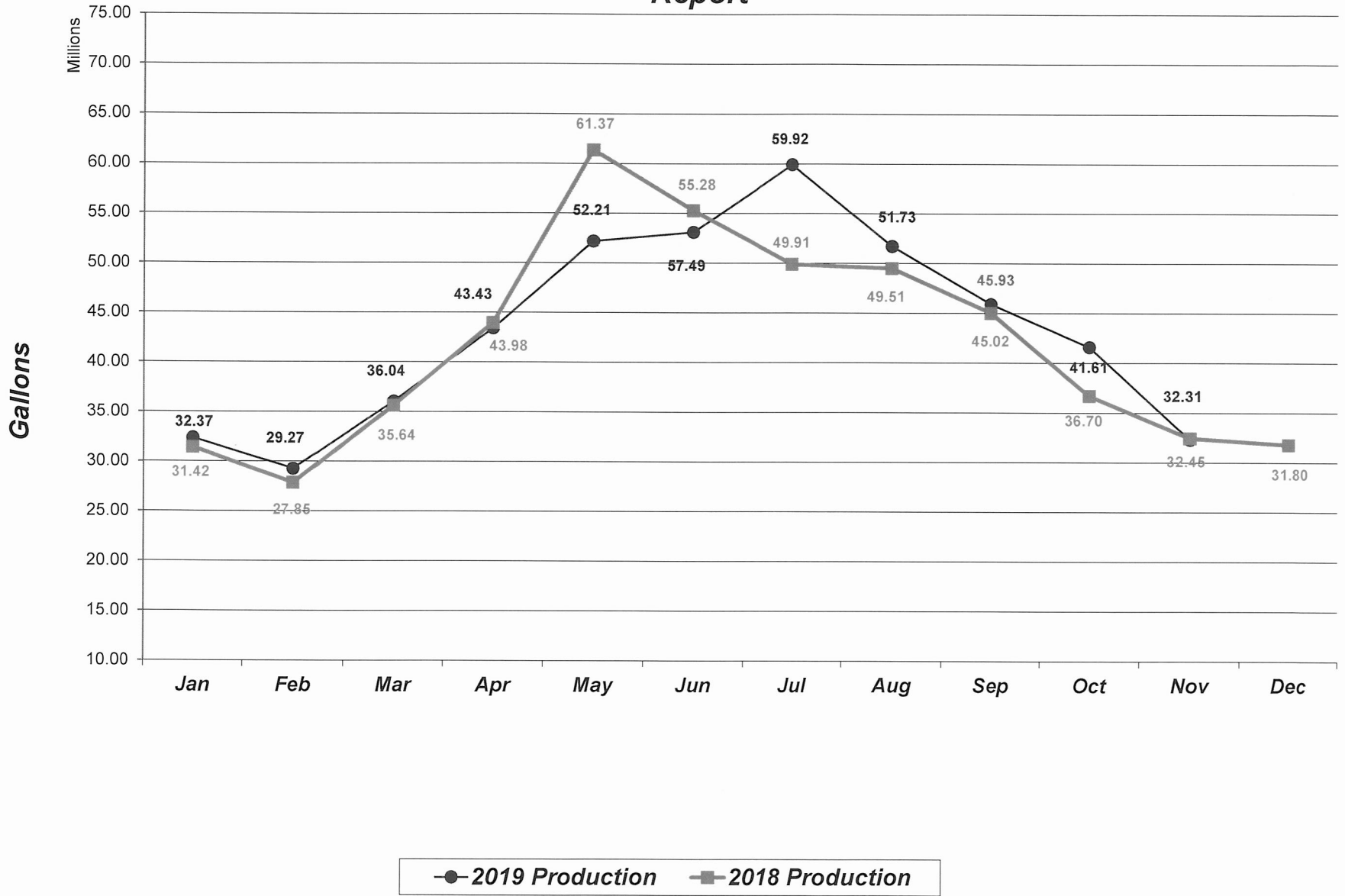
Mesquite district Wetlands: NMED is going to require us to drill 3 monitoring wells as the existing are dry.

Mesquite and Organ Sewer Reports. The Organ and the Mesquite wastewater reports were sent before January 1st.

Chlorine: No problems.

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

Lower Rio Grande PWWA Water Production Report





Income Statement Group Summary

AcctNumber	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue				
40000 - Operating Revenue	2,865,000.00	242,552.39	1,493,200.12	1,371,799.88
40001 - Activation & Connection Fees-Sewer	4,000.00	0.00	425.01	3,574.99
40002 - Installation Fees	57,500.00	1,937.71	27,903.06	29,596.94
40003 - Activation & Connection Fees-Water	7,500.00	666.00	2,727.07	4,772.93
40005 - Backflow Testing	7,000.00	875.00	1,750.00	5,250.00
40006 - Tampering Fee/Line Breaks	0.00	3,487.22	7,626.94	-7,626.94
40007 - Delinquency Fee	100,000.00	6,600.00	36,600.00	63,400.00
40008 - Penalties-Water	0.00	4,541.65	39,679.30	-39,679.30
40009 - Membership Fees	0.00	500.00	3,200.00	-3,200.00
40010 - Impact Fees	40,000.00	2,801.26	12,201.16	27,798.84
40011 - Returned Check Fees	0.00	70.00	420.00	-420.00
40012 - Credit Card Fees	10,000.00	848.00	4,602.00	5,398.00
40013 - Miscellaneous Revenue	0.00	20.00	468.05	-468.05
40015 - Penalties-Sewer	4,500.00	650.47	2,817.96	1,682.04
40017 - Hydrant Meter Rental Fee	15,000.00	0.00	1,000.00	14,000.00
40019 - DAC Trash Coupons	0.00	110.00	446.00	-446.00
40020 - Miscellaneous Revenue-Sewer	7,500.00	41.29	206.45	7,293.55
45000 - Tower Rent	0.00	500.00	1,500.00	-1,500.00
45001 - Billing Adjustments-Water	0.00	-2,296.64	-67,181.17	67,181.17
45005 - Fiscal Agent Fees	0.00	3,863.08	23,391.36	-23,391.36
45010 - Interest	0.00	67.12	320.54	-320.54
45015 - Copy/Fax	0.00	9.00	101.00	-101.00
45020 - Other Income	45,000.00	190.74	40,130.32	4,869.68
45025 - Contract Services	50,000.00	4,150.85	21,772.43	28,227.57
45030 - Transfers In	0.00	0.00	0.00	0.00
49000 - Recovered Bad Debts	0.00	100.00	1,000.00	-1,000.00
Revenue Total:	3,213,000.00	272,285.14	1,656,307.60	1,556,692.40
Expense				
60001 - Transfer to Reserves	0.00	10,000.00	50,021.65	-50,021.65
60005 - Accounting Fees	0.00	0.00	216.84	-216.84
60010 - Audit	15,000.00	4,173.46	9,429.71	5,570.29
60020 - Bank Service Charges	15,000.00	1,744.40	7,026.68	7,973.32
60025 - Cash Short/Over	300.00	0.00	-21.22	321.22
60026 - Computer Hardware	0.00	31,720.32	33,692.22	-33,692.22
60030 - Dues and Subscriptions	5,000.00	850.69	1,966.45	3,033.55
60035 - Engineering Fees	0.00	0.00	7,173.25	-7,173.25
60045 - Late Fees	1,000.00	0.00	0.00	1,000.00
60050 - Legal Fees	0.00	800.97	1,876.51	-1,876.51
60055 - Legal Notices	2,500.00	0.00	86.91	2,413.09
60060 - Licenses & Fees	5,000.00	3,674.19	4,070.44	929.56
60065 - Meals	2,500.00	0.00	160.20	2,339.80
60075 - Permit Fees	1,500.00	0.00	425.00	1,075.00
60080 - Postage	30,500.00	629.34	1,077.47	29,422.53
60100 - Project Development	0.00	0.00	0.00	0.00
60115 - Talavera Expenses	0.00	70.41	349.99	-349.99
60116 - Alto De Las Flores Expenses	0.00	0.00	8.26	-8.26
60120 - Retirement Account Fees	2,500.00	678.05	3,418.32	-918.32
60125 - Easments & Leases	0.00	0.00	7,248.28	-7,248.28
60130 - Training	5,000.00	1,122.50	2,729.15	2,270.85
60140 - Travel:Airfare Per Diem	2,500.00	776.00	776.00	1,724.00
60150 - Travel:Lodging Per Diem	5,000.00	1,085.94	2,230.59	2,769.41
60155 - Travel:Meals Per Diem	2,500.00	201.01	590.22	1,909.78
60160 - Travel:Mileage/Parking Per Diem	1,500.00	280.43	555.83	944.17
60165 - Travel:Vehicle Rental Per Diem	0.00	211.47	241.47	-241.47
60600 - Debit Service	148,000.00	9,810.66	62,882.40	85,117.60
60625 - Interest paid to NMED	0.00	0.00	12,435.44	-12,435.44

60650 - Interest paid to NMFA	37,000.00	2,082.10	8,022.37	28,977.63
60675 - Interest paid to USDA	130,000.00	11,596.26	57,981.30	72,018.70
63000 - Regular Pay	1,074,100.00	72,376.03	414,594.04	659,505.96
63001 - Overtime	70,000.00	2,343.30	16,255.62	53,744.38
63006 - Holiday Pay	55,000.00	4,742.31	18,497.63	36,502.37
63007 - Sick Pay	60,000.00	5,120.43	22,068.32	37,931.68
63008 - Annual Leave Pay	0.00	7,166.69	31,532.60	-31,532.60
63010 - 401K 10% Company Contribution	3,000.00	0.00	0.00	3,000.00
63020 - 401K Employee Contribution	61,700.00	0.00	0.00	61,700.00
63030 - Accrued Leave	75,000.00	0.00	0.00	75,000.00
63070 - Employee Benefits-401K Contrib	109,000.00	2,636.53	14,438.07	94,561.93
63100 - Insurance-Dental	18,000.00	858.70	5,289.38	12,710.62
63110 - Insurance-Health	272,000.00	16,730.70	105,855.13	166,144.87
63115 - Salaries: Insurance - Work Comp	20,000.00	1,436.00	6,721.00	13,279.00
63125 - Insurance: Life & Disability	21,000.00	-58.45	1,157.35	19,842.65
63130 - Mileage	0.00	303.51	367.95	-367.95
63135 - Drug Testing	0.00	120.00	270.00	-270.00
63160 - Payroll Taxes-Medicare	19,860.00	1,330.36	7,292.72	12,567.28
63170 - Payroll Taxes-Social Security	77,440.00	5,688.39	31,182.72	46,257.28
63200 - Vision Insurance	5,500.00	275.12	1,568.28	3,931.72
64100 - Sewer:DAC Waste Water Flow Charge	35,000.00	0.00	15,790.68	19,209.32
64200 - Sewer:Electricity-Sewer	9,000.00	1,319.69	4,218.12	4,781.88
64300 - Sewer:Lab & Chemicals-Sewer	42,000.00	0.00	1,788.07	40,211.93
65010 - Automobile Repairs & Maint.	40,000.00	2,801.94	14,476.13	25,523.87
65230 - Computer Maintenance	63,000.00	3,016.79	41,318.68	21,681.32
65240 - Equipment Rental	2,500.00	0.00	1,262.52	1,237.48
65250 - Fuel	60,000.00	6,092.23	29,624.43	30,375.57
65255 - GPS Insights Charges	7,000.00	498.70	1,496.10	5,503.90
65270 - Lab Chemicals-Water	5,000.00	261.30	488.14	4,511.86
65275 - SCADA Maintenance Fee	2,000.00	0.00	0.00	2,000.00
65276 - Test Equipment Calibration	2,000.00	0.00	0.00	2,000.00
65277 - Generator Maintenance Contract	3,000.00	0.00	0.00	3,000.00
65278 - Meter Testing/Repair/Replacement	0.00	207.81	12,064.91	-12,064.91
65280 - Lab Chemicals-Water:Chemicals	35,000.00	1,042.13	15,556.46	19,443.54
65300 - Locates	6,000.00	0.00	0.00	6,000.00
65310 - Maint. & Repairs-Infrastructure	0.00	4,851.43	55,977.15	-55,977.15
65320 - Maint. & Repairs-Office	10,000.00	352.83	3,291.43	6,708.57
65330 - Maintenance & Repairs-Other	1,500.00	73,664.85	79,974.49	-78,474.49
65340 - Materials & Supplies	45,000.00	-1,400.00	21,768.99	23,231.01
65345 - Non Inventory-Consumables	65,000.00	4,431.64	20,734.18	44,265.82
65350 - Office Supplies	2,500.00	1,199.65	3,721.94	-1,221.94
65360 - Printing and Copying	20,000.00	3,822.40	18,287.78	1,712.22
65370 - Tool Furniture	5,000.00	1,269.66	5,015.40	-15.40
65390 - Uniforms-Employee	10,400.00	3,746.93	6,552.01	3,847.99
65490 - Cell Phone	20,000.00	1,650.84	8,266.23	11,733.77
65500 - Electricity-Lighting	6,000.00	715.78	2,300.11	3,699.89
65510 - Electricity-Offices	15,000.00	1,382.21	6,958.48	8,041.52
65520 - Electricity-Wells	211,000.00	24,330.90	87,554.16	123,445.84
65530 - Garbage Service	2,500.00	219.58	1,449.40	1,050.60
65540 - Natural Gas	3,000.00	122.08	621.80	2,378.20
65550 - Security/Alarm	6,700.00	0.00	1,168.20	5,531.80
65560 - Telephone	20,000.00	1,503.38	7,195.86	12,804.14
65561 - Telstar Maintenance Contract	7,000.00	0.00	0.00	7,000.00
65570 - Wastewater	2,000.00	185.32	922.40	1,077.60
66200 - Insurance-General Liability	75,000.00	30,260.63	50,612.63	24,387.37
66700 - Water Conservation Fee	20,000.00	1,248.26	7,699.21	12,300.79
Expense Total:	3,213,000.00	371,376.78	1,481,918.63	1,731,081.37
Total Surplus (Deficit):	0.00	-99,091.64	174,388.97	-174,388.97

November 25, 2019

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

Re: **Proposal for Professional Services:**
Mesquite Wetlands Site - Final Permit Closure Activities

Dear Karen:

Bohannon Huston, Inc., (BHI) is pleased to provide this engineering services contract for the above referenced work to the Lower Rio Grande Public Water Works Authority (Authority). This work will coordinate a final permit closure plan for this wetlands site with NMED-Ground Water Quality Bureau, which will include a task to design replacement monitor wells and final earthwork grading. We have also included the construction phase work tasks that will also be necessary for this project.

Please return a signed copy of the agreement enclosed at your earliest convenience. If you have any questions, please contact me directly at 575-532-8670. Thank you and we look forward to working with you on this project.

Sincerely,



Matthew R. Thompson, P.E.
Senior Vice President

MRT/dg

**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 Bohannon Huston Inc. hereinafter referred to as the ENGINEER. This contract expires on _____.

The OWNER intends to construct a Project consisting of Mesquite Wetlands Closure, this new project work will be completed in a single phase of work and will create construction documents needed for the closure of the Mesquite Wetlands Facility per regulations set forth by the New Mexico Environment Department (NMED).

PROJECT SCOPE DESCRIPTION

The currently assumed project work scope consists of the following:

1. Coordinate with NMED in compliance of wetlands closure for site grading, surface drainage, and installation of 3 to 5 new monitoring wells as necessary.
2. Prepare construction drawings and technical specifications site grading, surface drainage, and installation of 3 to 5 new monitoring wells.
3. NMED Discharge Permit renewal process including public notifications, response to application document review comments, and any other items as necessary to obtain the renewed permit.
4. Construction services including bid and construction administration, and record drawings.

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

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

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

SECTION A – GENERAL PROVISIONS

1. General

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

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

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

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

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

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

2. Approvals

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

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

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

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

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

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

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

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and

programs incident to the Contractor's work in progress, nor for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

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

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

4. Responsibilities of the OWNER

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

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

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

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

5. Changes

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

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

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

6. Termination of Contract

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

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

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

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

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

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

7. Payment

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

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

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

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

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

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

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the

ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100 (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

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 Bohannan Huston Inc. 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 Bohannan Huston Inc. and its subconsultants harmless from any claim, liability or cost (including reasonable attorney fees and defense costs) arising or allegedly arising out of any reuse or modification to the approved final plans and specifications by the LRGPWWA or any person or entity that acquires the approved final plans and specifications from or through the LRGPWWA.

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

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

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

termination date.

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

1. PRIVITY OF CONTRACT

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

2. CHANGES

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

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

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

3. TERMINATION

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

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

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

in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

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

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

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

4. REMEDIES

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

5. AUDIT; ACCESS TO RECORDS

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

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

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

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

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

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

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

6. COVENANT AGAINST CONTINGENT FEES

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

7. GRATUITIES

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

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

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER

arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33


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

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

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

By: _____ Date: December 11, 2019

OWNER
Type Name Mike McMullen
Title Chairman

By:  _____ Date: 11/25/2019

ENGINEER
Type Name Matthew R. Thompson
Title Senior Vice President
Address 425 South Telshor Blvd.
Suite C-103
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

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 Bohannon Huston Inc., 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:

Task 1: Project Communications and Management

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

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

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

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

Assumptions:

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

Deliverables:

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

Task 2: Geotechnical Services

Objective: Establish depth to existing groundwater table at the project site.

Approach: BHI will sub-contract with a geotechnical consultant to perform a field investigation to determine the depth of the groundwater table. This information will be used to establish and finalize the groundwater monitoring wells design.

Assumptions:

1. The geotechnical investigations and report will be completed by a subconsultant (Terracon).

Deliverables:

1. Geotechnical Report

Task 3: Survey Services

Objective: Includes providing surveying services to provide base mapping for 12.3 acres of the OWNER property. This survey will be for purposes of the creation of the project design drawings.

Approach: A survey field crew will visit the site to collect necessary features needed to establish a 1' contour topographical map. This will be used to establish the existing grade and basis for the final grading design. Survey field crew will also search for monumentation to establish apparent property boundaries of the OWNERS parcel. The control network established for the Mesquite-Brazito Wastewater Collection System Improvements will be used. No additional control will be set or report generated.

Assumptions:

1. A legal boundary survey of the site is not part of this scope.
2. Utility locates and the use of New Mexico One Call is not part of this scope.

Deliverables:

1. A Civil 3D 2018 file of the collected surveying and mapping information will be provided to the ENGINEER and incorporated into the base design.

Task 4: NMED Discharge Permit Renewal & Close-Out Coordination

Objective: Renewal of the Wetland's NMED discharge permit (DP-1036).

Approach:

1. Provide copies of all final construction documents for transmittal to NMED as part of the permit application/renewal process.
2. Prepare the discharge permit applications for review and signature by the OWNER. Submit the application packet to NMED on the OWNER's behalf.
3. Coordinate review efforts with NMED and attend review meetings as required to facilitate the review process.
4. Provide technical assistance to OWNER to complete public advertising of permit applications.
5. Review draft permit conditions issued by NMED and provide assistance to OWNER in responding to conditions, if necessary.

Assumptions:

1. OWNER to provide copies of current permits and all correspondence with NMED related to permit conditions in effect at the time of completion of the final design.
2. ENGINEER will forward all NMED permit close-out fees to OWNER for payment processing directly.

Deliverables:

1. NMED discharge permit

Task 5: 60% Draft Design Plans

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

Task Work Elements:

1. Identify limits of project construction.
2. Create preliminary design plan layouts, profiles and sections.
3. Identify equipment and materials to be demolished and removed.
4. Refine and update monitoring wells layout and details.
5. Prepare technical specifications for all work elements using Construction Specifications Institute (CSI) divisions 1 through 16.
6. Prepare a preliminary engineer's opinion of probable costs (EPOC) for the proposed improvements.

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

A preliminary EOPC will be provided with the 60% preliminary design drawings. The cost estimate will be in bid schedule unit price format with plan quantities and unit costs

shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

Assumptions:

1. The ENGINEER's standard technical specifications, in CSI format will be used as a basis for Divisions 1 through 16. The Project specifications will be customized to clearly describe the scope of work, material requirements, execution requirements, submittal requirements, testing procedures, measurement, and payment necessary for the bidding and construction of the facilities to be constructed.

Deliverables:

1. One (1) printed copy of (24"x36") construction plans for comment review.
2. One (1) printed copy of (8.5"x11") of the preliminary EOPC.
3. Construction plans and preliminary EOPC in Adobe PDF format.

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

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

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

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

Deliverables:

1. 95% Submittal
 - One (1) printed copy (24"x36") of construction plans for comment review.
 - One (1) printed and bound copy (8.5"x11") of construction contract documents and technical specifications.

- One (1) printed copy (8.5"x11") of the engineer's opinion of probable cost
- Construction plans, specifications, and EOPC in Adobe PDF format.
- 2. Final Design Submittal
 - One (1) printed and stamped copy (24'x36") of construction plans.
 - One (1) printed and bound copy (8.5"x11") of construction documents and technical specifications.
 - One (1) printed copy (8.5"x11") of the final engineer's opinion of probable cost
 - Stamped construction plans, construction contract documents, specifications, and EOPC in Adobe PDF format.

B. Cost Proposal – Include hourly breakdown for each task

<u>Task</u>	<u>Description</u>	<u>Type</u>	<u>Fee Amount</u>
<u>1</u>	<u>Project Communication and Management</u>	<u>Lump Sum</u>	<u>\$3,000</u>
<u>2</u>	<u>Geotechnical Services</u>	<u>Lump Sum</u>	<u>\$3,000</u>
<u>3</u>	<u>Survey Services</u>	<u>Lump Sum</u>	<u>\$3,900</u>
<u>4</u>	<u>NMED Permit Renewal and Closeout Coordination</u>	<u>Lump Sum</u>	<u>\$6,100</u>
<u>5</u>	<u>60% Preliminary Draft Design</u>	<u>Lump Sum</u>	<u>\$9,800</u>
<u>6</u>	<u>95% Final Draft and Final Design</u>	<u>Lump Sum</u>	<u>\$9,200</u>
<u>Design Phase Services Subtotal:</u>			<u>\$35,000</u>

C. Reimbursable Expense Schedule

None

D. Contract Time shall be 151 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 \$35,000, 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: December 11, 2019
OWNER
Type Name Mike McMullen
Title Chairman

By:  _____ Date: 11/25/2019
ENGINEER
Type Name Matthew R. Thompson
Title Senior Vice President
Address 425 South Telshor Blvd.
Suite C-103
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT IV – Engineering Services During the Construction Phase

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

Task 7 – Bid Administration

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

Approach:

1. All project construction documents distribution will be accomplished using a web portal for bid management either through a state-managed web portal or through ENGINEER's web portal called Bid Tracker. All prospective bidders and plan rooms will access electronic files for their reproduction use at bidder's expense. Web portal will require bidders to log in for access and will record a plan holders list. All bidder clarification inquiries on construction documents will be recorded and responded accordingly in contract addenda issued through the website. All communication will be managed internally through the website.
2. Respond to any bidder's questions and prepare addenda document as required.
3. Prepare a recommendation of award letter to OWNER for review by OWNER counsel and approval.

Assumptions:

1. State wage rates are required for this project. Federal wage rates and contract conditions for construction are not required.
2. Services associated with responding to CONTRACTOR protests during the bidding phase, if any, are not included in the scope of work and will be provided on a time and materials basis as necessary as an additional service.

Deliverables:

1. Addenda, as required
2. Recommendation for award to OWNER staff

Task 8 – Construction Administration

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

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

1. Provide administration of the construction contract as required and defined in the Conditions of the Contract for Construction. The extent of the ENGINEER'S duties and responsibilities and the limitations of his authority thereunder shall not be modified without the OWNER'S written consent.
2. Be the representative of the OWNER during the construction phase and advise and consult the OWNER. Instructions to the CONTRACTOR shall be forwarded only through the ENGINEER. The ENGINEER shall have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents and any amendments thereto.
3. Organize and conduct a pre-construction conference with the key stakeholders, including OWNER operations staff, CONTRACTOR and their subcontractors. The pre-construction meeting will allow all stakeholders in the project to meet and understand how the CONTRACTOR will approach the project and provide a schedule of events. Attendees will be allowed to raise concerns, and protocols will be established. As part of this meeting, attendees will provide contact information that will be copied and provided to all stakeholders. Meeting minutes will be documented and distributed.
4. Create an online project management documentation system to develop, store, maintain, and update all pertinent project information during construction and commissioning. The ENGINEER will create a web portal for construction management called Project Tracker. This web portal will track Requests for Information (RFIs), Design Revisions, Submittals/Shop Drawings, Pay Requests, Change Orders and Field Reports. Field reports will be generated weekly based on daily inspection reports of the Resident Project Representative. All key personnel and agencies will be provided access to the website using a user name and password. Once access is established, Project Tracker will allow the user access to the documentation so that they have the latest information available to them at all times. ENGINEER'S assigned "gatekeeper" will monitor and facilitate the flow of information and maintain the website. Email notifications will keep each party responsible aware if they have any outstanding items pending. The web portal will automatically log all information in summary format, which will be used during construction progress meetings.
5. Make bi-monthly visits to the site or at such other times as appropriate during the progress of the Work, for the purposes of notifying the OWNER on the progress and condition of the Work and to adequately represent the OWNER. On the basis of on-site observations, the ENGINEER will endeavor to guard the OWNER against defects and deficiencies in the construction. ENGINEER will determine if any portion of the Work varies from the requirements of the Contract Documents, and immediately notify the CONTRACTOR and the OWNER of the nature of the work required to correct such non-compliance.
6. Render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the OWNER or the CONTRACTOR, and provide written decisions within a reasonable time

on all claims, disputes, and other matters in question between the OWNER and the CONTRACTOR relating to the execution or progress of the Work or the interpretation of the Contract Documents.

7. Review the CONTRACTOR'S submittals, such as shop drawings, product data, and samples, for the conformance with the information given in the Contract Documents.

8. Review and determine the acceptability of any and all schedules that CONTRACTOR is required to submit to ENGINEER, including the Work Progress Schedules, Schedule of Submittals, and Schedule of Values.

9. Determine, certify, and make recommendations to the OWNER for payment of the amounts owed to the CONTRACTOR subject to the OWNER'S approval, based on observations at the site and on evaluations of the CONTRACTOR'S Applications for Payment.

10. Prepare all Change Orders, as necessary, as defined in the Conditions of the Contract for Construction.

11. Continuously monitor overall project funding including change orders, bid alternates additional work directives, and funding contingencies. Provide monthly written updates on the overall project budget and "estimates to finish".

12. Conduct observations to determine the Dates of Substantial Completion and Final Completion. The ENGINEER will obtain and forward to the OWNER for the OWNER'S review all closeout documents including written warranties, occupancy certificates, maintenance and operating instructions, schedules, guarantees, bonds, evidence of insurance required by the Contract Documents, and other related documents required by the Contract Documents and assembled by the CONTRACTOR.

Assumptions:

1. The Construction Phase will commence with the execution of the Contract for Construction and end with the final payment to the CONTRACTOR.

2. The extent of the duties, responsibilities, and limitations of authority of the ENGINEER as the OWNER'S representative during construction shall not be modified or extended without written consent of the OWNER and the ENGINEER.

3. The ENGINEER shall have access at all times to the project work site, whether it is in a preparation or progress stage.

4. The ENGINEER shall have authority to reject any work which does not conform to the Contract Documents. Where rejected work is not promptly corrected, the ENGINEER shall recommend to the OWNER that all project work shall stop. Whenever, in the ENGINEER'S professional opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the ENGINEER will have authority to require special inspection or testing of all project work in accordance with the provisions of the Contract Documents.

Deliverables:

1. Pre-construction conference meeting agenda and minutes

2. Certification of CONTRACTOR pay requests and change orders.

3. Executed Substantial Completion document.

4. Executed Final Completion Document.

5. One (1) CD of a final Windows file tree from Project Tracker, including a log of all submittals, notations, RFI's, interpretations of documents, and field directives.

B. Cost Proposal – Include hourly breakdown for each task

CONSTRUCTION PHASE:

<u>Task</u>	<u>Description</u>	<u>Type</u>	<u>Fee Amount</u>
<u>7</u>	<u>Bid Administration</u>	<u>Lump Sum</u>	<u>\$5,500</u>
<u>8</u>	<u>Construction Administration</u>	<u>Lump Sum</u>	<u>\$8,500</u>
<u>Construction Phase Services Subtotal:</u>			<u>\$14,000</u>

C. Reimbursable Expense Schedule

None

D. Contract Time shall be 180 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 \$14,000, 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: December 11, 2019

OWNER
Type Name Mike McMullen
Title Chairman

By:  _____ Date: 11/25/2019

ENGINEER
Type Name Matthew R. Thompson
Title Senior Vice President
Address 425 South Telshor Blvd.
Suite C-103
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

Name of Project: **NMED Discharge Permit Renewal and Wetlands Closure**
 Client: **Lowere Rio Grande Public Water Works Authority**
 Principal-in-Charge: **Matt Thompson**

Date of proposal: **11/25/2019**
 Prepared by: **TRH**
 Reviewed by: **MRT**

Task / Activity	Engineer 7	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Technical Manager	Technical Specialist 3	Technical Specialist 4	Technical Specialist 5	Technical Specialist 6	Administrative Professional 2	Administrative Professional 3	Administrative Assistant 2	Administrative Assistant 3	Construction Observer	Expenses	Task Sub-Totals		
	Hourly Rate:	\$ 240	\$ 215	\$ 175	\$ 155	\$ 135	\$ 115	\$ 100	\$ 175	\$ 82	\$ 92	\$ 102	\$ 115	\$ 115	\$ 125	\$ 65	\$ 75	\$ 105		Per-Hrs	Cost
LRGPWWA Permit Renewal and Wetlands Closure	18		46		160						45			19	20			6900	169	\$ 49,135	
Project Communication and Management	4		8		2						1			2	1				18	\$ 3,047	
Geotechnical Services																		\$ 3,000		\$ 3,000	
Survey Services																		\$ 3,900		\$ 3,900	
NMED Permit Renewal	2		4		30						6			1	2				45	\$ 6,097	
60% Preliminary Draft Design	4		8		40						18			1	1					\$ 9,786	
95% Final Draft and Final Design	4		8		38						16			1						\$ 9,247	
Bid Administration	2		4		18						4			6	12				46	\$ 5,548	
Construction Administration	2		14		32									8	4				60	\$ 8,510	
																					\$ -
TOTAL PROJECT COST:	\$ 4,320	\$ -	\$ 8,050	\$ -	\$ 21,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,590	\$ -	\$ -	\$ 2,375	\$ 1,300	\$ -	\$ -	\$ 6,900			\$ 49,135

ID	Task Name	Duration	Start	Predecessors	Finish	December	January	February	March	April	May	June	July	August	September	October	November	December
1	LRGPWWA WETLANDS CLOSURE	221 days	Mon 1/6/20		Mon 11/9/20													
2	<u>PROJECT MANAGEMENT AND COMMUNICATION</u>	10 days	Mon 1/6/20		Fri 1/17/20													
3	Contract Award Notice	0 days	Mon 1/6/20		Mon 1/6/20													
4	Project Kickoff	10 days	Mon 1/6/20	3	Fri 1/17/20													
5	<u>ENGINEERING DESIGN</u>	100 days	Mon 1/20/20		Fri 6/5/20													
6	Preliminary Design	90 days	Mon 1/20/20		Fri 5/22/20													
7	Geotechnical Services and Report	20 days	Mon 1/20/20	4	Fri 2/14/20													
8	Survey Services	20 days	Mon 1/20/20	4	Fri 2/14/20													
9	NMED Discharge Permit and Coordination	90 days	Mon 1/20/20	4	Fri 5/22/20													
10	60% Design	30 days	Mon 2/17/20		Fri 3/27/20													
11	Prepare 60% Design Plans and Estimate	20 days	Mon 2/17/20	8	Fri 3/13/20													
12	60% Design Client Review Period	10 days	Mon 3/16/20	11	Fri 3/27/20													
13	95% Design	30 days	Mon 3/30/20		Fri 5/8/20													
14	Prepare 95% Plans, Specifications, and Estimate	20 days	Mon 3/30/20	12	Fri 4/24/20													
15	95% Design Client Review Period	10 days	Mon 4/27/20	14	Fri 5/8/20													
16	Final Design	20 days	Mon 5/11/20		Fri 6/5/20													
17	Prepare Stamped Plans, Specifications, and Estimate	10 days	Mon 5/11/20	15	Fri 5/22/20													
18	NMED Approval	10 days	Mon 5/25/20	17	Fri 6/5/20													
19	<u>CONSTRUCTION PHASE</u>	111 days	Fri 6/5/20		Mon 11/9/20													
20	Authorization to Bid	0 days	Fri 6/5/20	18	Fri 6/5/20													
21	Bid Advertising	20 days	Mon 6/8/20	20	Fri 7/3/20													
22	Board Approval	10 days	Mon 7/6/20	21	Fri 7/17/20													
23	Contract Document Execution	15 days	Mon 7/20/20	22	Fri 8/7/20													
24	Pre-Construction Meeting/NTP	1 day	Mon 8/10/20	23	Mon 8/10/20													
25	Construction	60 days	Tue 8/11/20	24	Mon 11/2/20													
26	Substantial Completion	5 days	Tue 11/3/20	25	Mon 11/9/20													

OWNER: LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECT: MESQUITE WETLANDS CLOSURE
ENGINEER: BOHANNAN HUSTON, INC.

PROJECT START: Mon 1/6/20
PROJECT END: Mon 11/9/20
DURATION: 221 days

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

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 7th day of April, 2016 (effective date of Agreement) by and between the Lower Rio Grande Public Water Works Authority (successor to High Valley MDWCA), the OWNER, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this day of December, 2019 (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 preliminary and final design phase services for a new well and well house and incorporation of the plans for the interconnection with Vista Del Rey MDWCA.

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

Preliminary and Final Design phase as detailed in the attached Exhibits A and B.

C. Cost Proposal – Include hourly breakdown for each task

See attached Exhibit B.

D. Reimbursable Expense Schedule

NA

E. Agreement Summary:


Original agreement amount:	\$ <u>46,163.00</u>
Net change for prior amendments:	\$ <u>68,748.00</u>
This amendment amount:	\$ <u>57,335.00</u>
Adjusted Agreement amount:	\$ <u>172,246.00</u>

F. Contract Time shall be 100 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 March 24, 2020 (DATE). If these services have not been completed and accepted by April 24, 2020 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: December 11, 2019
OWNER
Type Name Mike McMullen
Title Board Chairman

By:  Date: 27Nov2019
ENGINEER
Type Name Lilla J. Reid, P.E.
Title Senior Design Manager
Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design Services to Lower Rio Grande Public Water Works Authority (PWWA) (Owner) for a new well and well house and a new 2,005 linear foot 6” transmission line for a new interconnection with Vista Del Rey MDWCA. SMA proposes to complete the following scope of work.

Design of a new well and new well house and ***incorporation of plans for*** construction of 2,005 linear feet of 6-inch PVC waterline to provide an emergency interconnect with Vista Del Rey MDWCA. Design of the interconnection waterline is being completed by SMA for Vista Del Rey MDWCA.

Preliminary Design Phase Services

1. **Property/Easement Research:** SMA will research New Mexico Department of Transportation and County Right-of-Way Maps, and will research County plat records for adjacent properties and for existing easements that are applicable to the project. Included are the copying and related costs charged by the County for this research. SMA has not included a title search or warranty deed research in this scope of services.
2. **As-built Research:** SMA will go through the Owner’s available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
3. **Utility Coordination:** SMA will submit a design conference ticket and a design locate to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project. SMA will not follow-up with utilities that do not respond to the design conference ticket. SMA has not included physical utility location nor associated mapping in this scope of services.
4. **Topographical Survey:** SMA will perform a topographical survey of the project area. This survey will identify the approximate locations of property boundaries and easements based on occupation lines, but will not include a boundary survey of these properties. The survey will collect utility markings from the 811 design locate.
5. **Hydrogeologic Investigation:** SMA will review existing well logs and other available geological records to characterize the types of soils likely to be encountered in well-drilling and predict the most probable location of groundwater.
6. **Conceptual Well Design:** SMA will produce pre-final, conceptual designs of the new well. The location of the well will be determined in conjunction with the Owner. SMA will provide recommendations of the material and diameter of the casing as well as the location of perforations and grouting of annular space based on the hydrogeologic investigation.
7. **Design Well House:** SMA will prepare a pre-final design for a steel well building including design of the electrical, mechanical, structural and piping improvements as necessary for the new well and the piping to connect the new well to the storage tank. The well building design will include design for chlorination and well blow-off valves.

Exhibit A

Preliminary Design and Final Design

Scope of Services

8. **Prepare Plans:** SMA will prepare a pre-final set of plans to include the design elements above and a Cover Sheet, General Notes, Overall Map with Survey Control, Standard Details, and Standard Construction Traffic Control Sheets.
9. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the pre-final design of the waterline(s) is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.
10. **Prepare Contract Documents and Specifications:** SMA will prepare contract documents utilizing the Engineers Joint Contract Documents Committee (EJCDC) standard contract. This task includes modifying the standard contract for this project, and preparing a bid schedule. SMA will also prepare technical specifications to cover work included in the project. SMA will also prepare technical specifications to cover work included in the project that is not outlined in the New Mexico Standard Specifications for Public Works Construction (NMSSPWC).
11. **Submission to Agencies:** SMA will submit the pre-final plans, contract documents and technical specifications (Construction Documents) to the following Agencies for their review concurrent with the design review with the Owner:
 - a. New Mexico Environment Department (NMED) – Construction Programs Bureau (CPB)
 - b. New Mexico Environment Department (NMED) – Drinking Water Bureau (DWB)
 - c. New Mexico Office of the State Engineer (NMOSE)

SMA intends to address the comments from the Owner and the Agencies at the same time.

12. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will deliver two (2) copies of the pre-final Construction Documents and the EOPCC** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles and connections for the waterline(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey. The meeting is also intended to get Owner input on the standard details and any identify any Owner concerns related to operation and maintenance.

Final Design Phase Services

13. **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 Agencies.
14. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
15. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agencies as needed based on review comments received.

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 two (2) hardcopies**

Exhibit A

Preliminary Design and Final Design

Scope of Services

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	10 days from contract execution
Preliminary Design Phase Services	60 days from the receipt of Owner data
Final Design Phase Services	30 days from the receipt of Agencies and Owner comments

Compensation

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

<u>Task</u>	<u>Cost</u>
Field Survey and Mapping Services	\$ 5,610.00
Preliminary Design Phase Services	\$ 41,550.00
<u>Final Design Phase Services</u>	<u>\$ 10,175.00</u>
Total	\$ 57,335.00

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, 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.

Exhibit A

Preliminary Design and Final Design

Scope of Services

4. SMA assumes that the bid opening and the preconstruction conference will either be held at SMA's offices or that the Owner can arrange to hold the meetings at facilities that do not require any fees for their use. No costs for use of a third-party facility are included in the fee.
5. SMA assumes that the construction progress meeting can be held at the Contractor's trailer or at the Owner's facilities. No costs for use of a third-party facility are included in the fee.
6. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.
7. 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.1 - Summary of Cost Proposal

Souder, Miller & Associates

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

Project Description: LRGPWWA High Valley Water System Improvements - Phase II
Project Number: 6324631
Owner: Lower Rio Grande PWWA
Date of Submittal: November 27, 2019
Tax Rate on Services: 8.3125%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P3T01 - Field Survey and Mapping	\$ 5,610.00	\$ 466.33	\$ 6,076.33
P3T20 - Preliminary Design	\$ 41,550.00	\$ 3,453.84	\$ 45,003.84
P4T20 - Final Design	\$ 10,175.00	\$ 845.80	\$ 11,020.80
TOTALS	\$ 57,335.00	\$ 4,765.97	\$ 62,100.97

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 High Valley Water System Improvements - Phase II
Project Number: 6324631
Owner: Lower Rio Grande PWVA
Date of Submittal: November 27, 2019
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/LTSIT Sci. II	Sr. Eng. Des/Surv. Tech IV	Admin IV	GPS	Mileage	Expenses	Total SMA	Sub Contracts	Total Task
	Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$	\$
Billing Rate per Unit	\$ 220	\$ 190	\$ 165	\$ 145	\$ 110	\$ 100	\$ 105	\$ 110	\$ 20	\$ 0.545	\$ 1.00			
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				2		8	8		8	45	100	\$ 2,215	\$ -	\$ 2,215
Establish Utility & R/W Location				2								\$ 290	\$ -	\$ 290
Establish Control Points				1								\$ 145	\$ -	\$ 145
Download Data / tins & contours				2								\$ 290	\$ -	\$ 290
Prepare Mapping				4								\$ 580	\$ -	\$ 580
Verify Accuracy of Survey				4								\$ 580	\$ -	\$ 580
Subtotal Hours:	0	0	0	24	0	9	9	0	8	45	100	\$ 5,610	\$ -	\$ 5,610
Subtotal Cost:	\$ -	\$ -	\$ -	\$ 3,480	\$ -	\$ 900	\$ 945	\$ -	\$ 160	\$ 25	\$ 100	\$ 5,610	\$ -	\$ 5,610
P3T20 - Preliminary Design														
Project Administration												\$ -	\$ -	\$ -
Project Management Plan					0.5							\$ 55	\$ -	\$ 55
Start-Up Meeting w/ Design Team			1		1		1					\$ 380	\$ -	\$ 380
Monthly Invoicing					1			1				\$ 220	\$ -	\$ 220
Preliminary Design												\$ -	\$ -	\$ -
Property/Easement Research					1							\$ 110	\$ -	\$ 110
As-built Research					2							\$ 220	\$ -	\$ 220
Utility Coordination					1							\$ 110	\$ -	\$ 110
Well Design:														
Proposed Site Plan		1	1				2					\$ 565	\$ -	\$ 565
Well Design	1	4	8		2		16					\$ 4,200	\$ -	\$ 4,200
Details		2	4		2		8					\$ 2,100	\$ -	\$ 2,100
Electrical and Instrumentation	1	1	2				8					\$ 1,580	\$ 6,930	\$ 8,510
SCADA		1	2				8					\$ 1,360	\$ -	\$ 1,360
Mechanical		1	1				4					\$ 775	\$ 4,400	\$ 5,175
Structural		1	4				8					\$ 1,690	\$ -	\$ 1,690
NMOSE Permitting		1	6		12		4	1		15		\$ 3,045	\$ -	\$ 3,045
NMED DWB Permitting		1	6		12		6	1		15		\$ 3,255	\$ -	\$ 3,255
Integrate Interconnection design plans		1	4		8		16					\$ 3,410	\$ -	\$ 3,410
EOPCC			1		4	8						\$ 1,405	\$ -	\$ 1,405
Prepare Contract Documents and Specifications			2		6	8						\$ 1,790	\$ -	\$ 1,790
Internal Review			1		4		1					\$ 710	\$ -	\$ 710
QAQC		2	4		4		8					\$ 2,320	\$ -	\$ 2,320
Submission to Agency(ies)					4		1			100		\$ 645	\$ -	\$ 645
Right-of-Way Permits												\$ -	\$ -	\$ -
Design Review with Owner			1		1							\$ 275	\$ -	\$ 275
Subtotal Hours:	2	16	48	0	65.5	16	91	3	0	0	130	\$ 30,220	\$ 11,330	\$ 41,550
Subtotal Cost:	\$ 440	\$ 3,040	\$ 7,920	\$ -	\$ 7,205	\$ 1,600	\$ 9,555	\$ 330	\$ -	\$ -	\$ 130	\$ 30,220	\$ -	\$ 41,550
P4T20 - Final Design														
Design Plans:														
Index / Cover / Notes / Key Map			0.5		1		4					\$ 613	\$ -	\$ 613
Survey Control			0.5		1		2					\$ 403	\$ -	\$ 403
Mechanical / Electrical			0.5		1		8					\$ 1,033	\$ -	\$ 1,033
Structural			0.5		1		8					\$ 1,033	\$ -	\$ 1,033
Details			0.5		1		8					\$ 1,033	\$ -	\$ 1,033
Traffic Control			0.5		1		2					\$ 403	\$ -	\$ 403
Well Design:														
Proposed Site Plan		1	1				1					\$ 460	\$ -	\$ 460
Well Design	1	2	4		2		8					\$ 2,320	\$ -	\$ 2,320
Details		1	2		2		4					\$ 1,160	\$ -	\$ 1,160
Electrical and Instrumentation			1		2		4					\$ 805	\$ -	\$ 805
Revisions to EOPCC			1		2							\$ 385	\$ -	\$ 385
Resubmittal					1		1			100		\$ 315	\$ -	\$ 315
Production					1		1					\$ 215	\$ -	\$ 215
Subtotal Hours:	1	4	12	0	16	0	51	0	0	0	100	\$ 10,175	\$ -	\$ 10,175
Subtotal Cost:	\$ 220	\$ 760	\$ 1,980	\$ -	\$ 1,760	\$ -	\$ 5,355	\$ -	\$ -	\$ -	\$ 100	\$ 10,175	\$ -	\$ 10,175

Total Cost of Design Phase Services: \$ 57,335

LRGPWWA Termination of Membership List for Board Approval

December 11, 2019

	Customer Account	Customer Name	Service Address	City & Zip Code	Current Balance	Lien Filed Write off
1	14-05511-01	Fredrick Holguin	9635 Paetz Lane	Las Cruces, 88011	\$ 1,043.21	03/06/19
2	01-09664-02	Erika Reyes	105 Coleman Road	Vado, 88072	\$ 570.27	03/06/19
3	13-05307-00	Victor Villegas	5860 Fourth Street	Organ, 88052	\$ 641.43	03/06/19
4	14-05566-00	Carmen Zea	9739 Butterfield Blvd.	Las Cruces, 88011	\$ 487.86	Write Off
5	09-08545-00	Alfonso Loera	112 Feathergrass Lane	Berino, 88024	\$ 544.36	Write Off
6	12-10117-00	Mario Fierro	9066 Roswell Street	Mesilla Park, 88047	\$ 413.38	03/06/19
7	05-06930-00	George Garcia	705 Highway 192	Mesquite, 88048	\$ 2,195.27	Write Off
8	04-20015-05	Luis Vasquez	74-B Flower Road	Vado, 88072	\$ 549.46	03/21/19

updated 11/20/19