

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes—REGULAR BOARD OF DIRECTORS MEETING

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

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

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

health given to our organization by the State Auditor's Office, and how moving to one billing cycle will make water loss tracking much easier.

VIII. Unfinished Business

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

IX. New Business

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

- X. **Other discussion and agenda items for next meeting**
 - A. Employee Recognition
 - B. One Engineering Service Agreement (SCADA Project) for approval

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

Minutes approved October 20, 2015

Roberto Nieto, Chairman (District 5)

John Holguin, Vice-Chairman (District 4)

Alma Boothe, Secretary (District 2)

ABSENT

Raymundo Sanchez, Director (District 1)

ABSENT

Carlos Tellez, Director (District 3)

Michael McMullen, Director (District 6)

ABSENT

Furman Smith, Director (District 7)



Lower Rio Grande Public Water Works Authority

Sign In Sheet Page ___ of ___

Date: Oct 20, 15

Time: 9:30 AM

Places: Vado

Event: Board Meeting

Signature	Print Name, Title, Company or Agency Represented	Contact Information	Email Address
<i>[Signature]</i>	KATHA JACKSON Finance Manager LRGWA	(525) 640-4330	katha.jackson@rgaauthority.org
<i>[Signature]</i>	MIKE McMULLER Director LRGWA	970.302.7852	
<i>[Signature]</i>	Lindsay Brantley	919-602-7081	lbrantley@nmsu.edu
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<i>[Signature]</i>	LRG PWW DAN BOZILLARD ENGINEER PARKHILL, SMITH & COOPER	575-621-2193	LINA.LOPEZ@rgaauthority.org
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<i>[Signature]</i>	LRG	575 435 3921	mike.lopez@rgaauthority.org
<i>[Signature]</i>	LRG	575-625-9007	john@suppco.com
<i>[Signature]</i>	LRG PWW	915/309-7670	

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

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

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

- I. Call to Order, Roll Call to Establish Quorum: District #1 (Mr. Sanchez)___, #2 (Ms. Boothe)___, #3 (Mr. Tellez)___, #4 (Mr. Holguin)___, #5 (Mr. Nieto)___, #6 (Mr. McMullen)___, #7 (Mr. Smith)___.
- II. Pledge of Allegiance
- III. Motion to approve the Agenda
- IV. Motion to approve the minutes
 - A. Of September 16, 2015, Regular Board Meeting
- V. Guest Presentations
- VI. Public Input—15 minutes total allotted for this item, 3 minutes per person
- VII. Managers' Reports
 - A. General Manager
 - B. Operations
 - C. Projects
 - D. Finance
- VIII. Unfinished Business
 - A. Letter from Vencor Engineering re: Waterline Extension Project RFP – review/discussion item
- IX. New Business
 - A. Motion to adopt Resolution #FY2016-08 First Quarter Budget
 - B. Public Water System Letter of Binding Commitment DW3394
 - C. Motion to approve pre-award compliance review report for DW3394
 - D. Motion to authorize RFP for Valle Del Rio Project
 - E. Motion to authorize a mailing and public meeting for Valle Del Rio customer base
 - F. Motion to approve Engineering Services Agreement with Parkhill, Smith & Cooper for water line extension project
 - G. Motion to approve Engineering Services Agreement with Molzen Corbin & Associates for SCADA project
 - H. Motion to adopt proposed Non-Discrimination Statement
 - I. Motion to adopt amendment to Employee Policy Manual Section 2.02 Drug-Free Workplace
- X. Other discussion and agenda items for next meeting, 9:30 a.m., November 18, 2015 at the East Mesa Office
 - A. Board training—OMA training, October 21. Board has been signed up for OMA training, October 21.
 - B. Staff Recognition
- XI. Adjourn

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aide or service to attend or participate in the hearing or meeting, please contact the LRGPWWA office at 575-233-5742, PO Box 2646, Anthony NM 88021 OR 215 Bryant St., Mesquite NM at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the LRGPWWA office if a summary or other type of accessible format is needed.

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

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, September 16, 2015 at our Vado Office, 325 Holguin Rd., Vado, NM

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

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman Roberto Nieto called the meeting to order at 9:31 a.m. and called the roll. Mr. Raymundo Sanchez representing District #1 was absent, Ms. Alma Boothe representing District #2 was present, Mr. Cali Tellez representing District #3 was present, Mr. John Holguin representing District #4 was present, Mr. Nieto representing District #5 was present, Mr. Mike McMullen representing District #6 was present, and Mr. Furman Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Finance Manager Kathi Jackson, Projects Manager Karen Nichols, and Projects Specialist Angie Meza. Ms. Espy Holguin from HUD was also present.
- II. **Pledge of Allegiance:** Mr. Lopez led the pledge.
- III. **Motion to approve the Agenda:** Mr. Lopez suggested that since Mr. Nieto and Mr. Holguin needed to leave, it would be best to move item IX. A. and IX. B. up to follow item IV. Mr. Smith made that motion, Mr. McMullen seconded, and it carried on a vote of 6-0.
- IV. **Motion to approve the minutes**
 - A. **of August 19, 2015, Regular Board Meeting:** There were no additions or corrections, and Mr. Tellez made a motion to approve the minutes, Mr. Holguin seconded, and the motion carried with none opposed.
 - B. **of September 3, 2015 Special Board Meeting:** There were no additions or corrections to the minutes, and Mr. Tellez made a motion to approve them. Mr. McMullen seconded the motion, and it carried with none opposed. Items IX. A. and IX. B. were next.
- V. **Guest Presentations – NONE**
- VI. **Public Input—15 minutes total allotted for this item, 3 minutes per person – NONE**
- VII. **Managers' Reports**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. He addressed questions related to the Drug & Alcohol Testing program and vendor including the cost (\$15 to \$40 for alcohol depending on type of test, \$30 for drugs), the procedure (still being developed, policy amendment will be needed for non-random testing due to suspicion of drug/alcohol abuse). There was some further discussion of the procedure.
 - B. **Operations:** Operations Manager Mike Lopez was out of town at a NM One Call conference, but provided a written report. Mr. Tellez asked about the 6 new connections and whether they were a new subdivision. Mr. Martin Lopez and Ms. Meza replied that a new subdivision would come before the board, and these were individual new connections, some were required because illegal connections. There was some discussion related to the training Mr. Mike Lopez and Mr. JJ Gutierrez were attending. There was also some discussion of the Water Production Report provided by the Operations Manager, the repair work at the Organ well and the Water Audit Project.
 - C. **Projects:** Ms. Nichols provided a written report and gave some recent updates on the Water System Purchase Project funding application, Surface Water & Brackish Water Treatment PER and request to the Water Trust Board for a time extension and scope change, the Brazito Water Project which is beyond the contract deadline, and engineering contract proposals for the Waterline Extension Project and SCADA Project which were sent back for some revisions and should be on the October agenda, and the Water Audit.

- D. Finance:** Ms. Jackson provided the August P&L Report with previous year comparison. She noted that before depreciation, the bottom line for August was about \$71,000 net income. She discussed the ongoing software project. Mr. Smith asked, and there was further discussion about water auditing and loss calculations and how the new software and new single billing cycle will play into it.

VIII. Unfinished Business – NONE

IX. New Business

- A. Motion to adopt Resolution #FY2016-06 Loan/Grant for Vehicle Purchase:** Mr. Lopez asked Ms. Nichols to discuss the Resolution, and she explained that the Resolution was to accept the \$46,600 grant & \$103,400 loan funding to purchase four pickup trucks. She, Mr. Lopez and Ms. Jackson responded to questions about the funding including the amounts, the term (7 years), interest rate (3.625% or the current rate at the time of closing, whichever is less), the types of vehicles to be purchased (three ¾ ton and one 1-ton pickups, and an additional vehicle if there is sufficient funding, and whether the purchase was affordable (we had initially budgeted to pay cash for vehicles, but this brings in some grant funds and makes emergency well repairs easier to cover). Mr. Tellez asked if there were any requirement to buy American made vehicles, and Mr. Lopez replied that we would be utilizing the statewide purchasing agreements the state Procurement Division, and the vehicles available were made in the US. Ms. Nichols noted that she and Ms. Jackson had been to recent trainings on procurement, and that requirement was not mentioned, and it is also hard to define what that means given that some foreign companies have plants in the US and vehicles are assembled here but parts come from elsewhere. Mr. Tellez requested that the General Manager report back on that question. There was no further discussion, and Mr. Holguin made a motion to adopt the Resolution, Mr. Tellez seconded, and it carried on a vote of 6 in favor and none opposed.
- B. Motion to adopt Resolution #FY2016-07 Loan Resolution Security Agreement for Vehicle Purchase:** Mr. McMullen made a motion to adopt the Resolution, Mr. Tellez seconded, and it carried on a vote of 6 in favor and none opposed. The next item was V.

X. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.7—threatened or pending litigation:

Mr. Tellez made the motion, Mr. Smith seconded, and Acting Chairperson Alma Booth called the roll: Mr. Sanchez was absent, Ms. Boothe voted yes, Mr. Tellez voted yes, Mr. Holguin and Mr. Nieto were absent (both had to leave earlier in the meeting), Mr. McMullen voted yes, and Mr. Smith voted yes. On a vote of four in favor and none opposed, the Board convened in closed session.

- A. Motion to reconvene in open session:** Mr. Tellez made the motion, Mr. Smith seconded, and the motion passed on a vote of 4-0.
- B. Statement by the Chair:** Ms. Boothe stated that the matters discussed in the closed meeting were limited only to those specified in the motion for closure.

C. Action, if any, related to threatened or pending litigation: NONE

XI. Other discussion and agenda items for next meeting

- A.** Board training—OMA training, October 21. Board has been signed up for OMA training, October 21.
- B.** Resolution to adopt 1st Quarter Budget Report
- C.** Two Engineering Services Agreements (Waterline Extension & SCADA Projects) for approval
- D.** Reschedule the October meeting due to conflict with the OMA training: The agenda incorrectly noted that the Regular October meeting was set for the 14th, but the third Wednesday is the 21st. Consensus of the Board was to reschedule it to Tuesday, October 20, 2015, 9:30 a.m. at the Vado Office

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

Minutes approved October 20, 2015

Roberto Nieto, Chairman (District 5)

John Holguin, Vice-Chairman (District 4)

Alma Boothe, Secretary (District 2)

ABSENT

Raymundo Sanchez, Director (District 1)

Carlos Tellez, Director (District 3)

Michael McMullen, Director (District 6)

Furman Smith, Director (District 7)

LRGPWWA
Manager's Report
October 20, 2015

- FEMA State Share for Berino office flooding has been approved August 26, 2015; amount \$1,011.41 has been received
- Transition to one billing cycle has experienced minimal inference to customer billing
- Research for Utility Easement at 5680 5th Street (Booster station/tank site) request by potential owner
- State Land Office research for utility easement on Bullock Road in Berino (BMDC Water Project)
- Insurance renewals are being finalized
- Electrical and Rain storm caused Offices to experience internet and phone outage for 3 days-Offices remained operational
- Alto de Las Flores MDWCA requested assistance with an Request for Proposals for Engineering Services-Project Staff assisting
- Request from El Valle Water Alliance (Northern New Mexico) for information on insurance requirements for water operations
- Ramon Morales injured ankle getting down from a backhoe (light duty)

Lower Rio Grande PWWA

Operators Report

October 20, 2015

System Problems and Repairs.

- Backflow inspections are current.(Mesquite District)
- The wetlands project continues.
- Valves for well #6 have been ordered.
- For the Month of September we have been issued 260 work orders.
- For the Month of August we have been issued 279 work orders.
- We had two new services.
- We had two new services in Alto De Los Flores.
- Arroyo well will be back in service by the end of this week.
- We took the Berino tank off line for inspection and cleaning which was done in house.
- We have had a lot of water leaks at the south valley more than likely due to the weather change.
- The 811 training was very informative, the pipe line safety Bureau told us of the new upcoming rules, and there were vendors displaying new locating equipment.

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

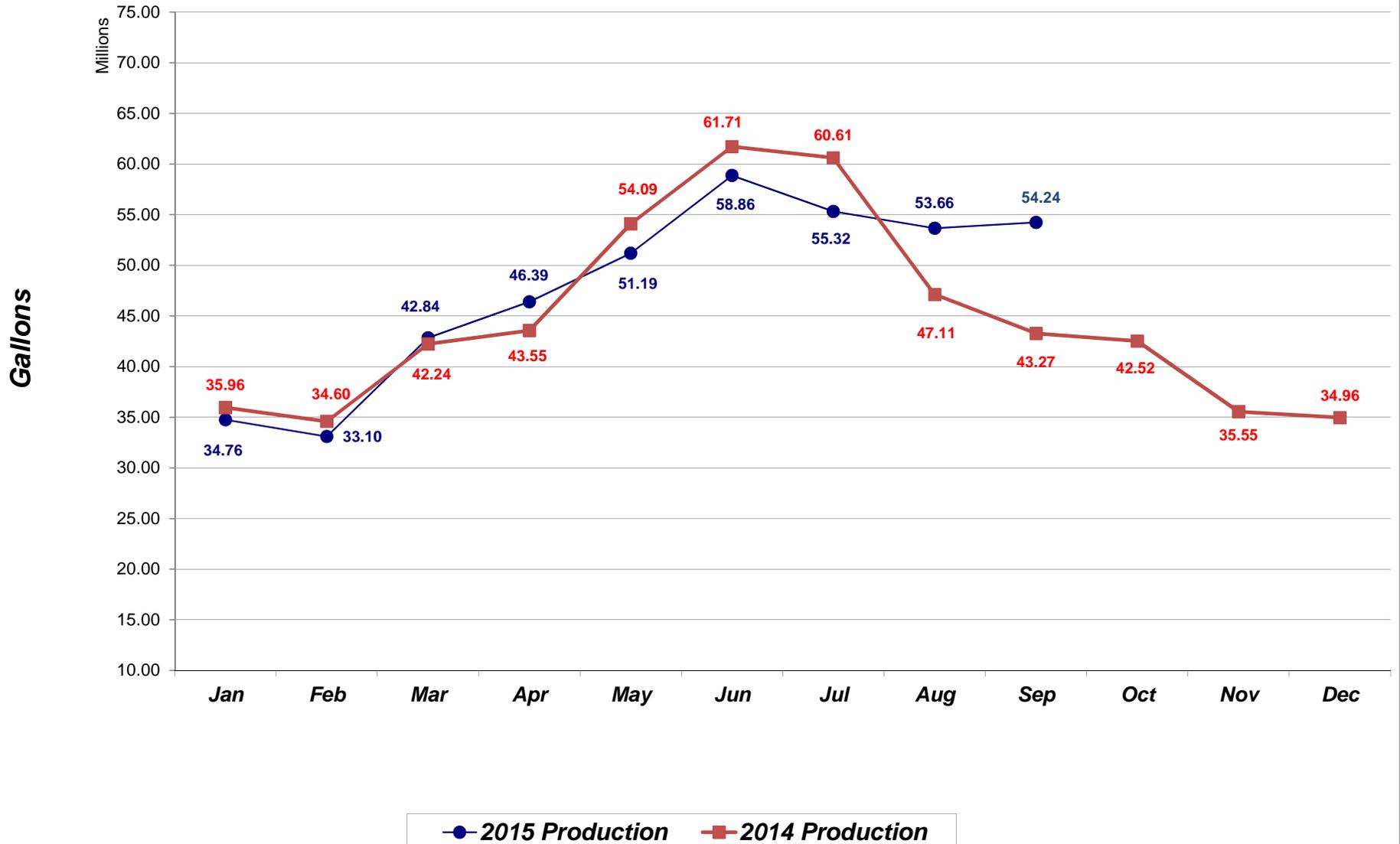
Mesquite district Wetlands: Demo continues.

Mesquite Sewer Report. Sent

Chlorine: No problems.

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

Lower Rio Grande PWWA Water Production Report



**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 10/20/15 BOARD OF DIRECTORS MEETING**

Authority Construction Projects:

LRG: 11-02.1 - Mesquite Wastewater Project – Gannett Fleming– CONSTRUCTION Stage – Layne Southwest - RD \$7,262,081, CITF \$1,670,257: Bid opening for a trailer mounted vacator/jetter was held on 9/30/15, one bid was received from Vermeer, unit has been ordered and will take 6-8 weeks for delivery. Bid included training for our staff, and that will be scheduled once we have delivery date. Remaining funds will be used along with RD Vehicle Purchase Project funds toward purchase of the 1-ton truck necessary to pull the unit.

LRG-11-02.2 – Mesquite-Brazito Sewer Project – Bohannon Huston, Inc. – LOC Stage – NMFA PG/SAP funded Planning, \$30k 2014 SAP, \$540,608 2014 CITF (10% Loan), USDA-RD Loan \$357,000 @ 3.250%, Grant \$1,194,919, Colonias Grants of \$6,356,474 & \$119,407: Engineering Agreement was approved by NMED-CPB, USDA-RD required resubmission in a different format, and we expect approval very quickly after the revised document is submitted. They had no issue with the content, just the format. We have resumed monthly conference calls with USDA-RD & BHI. Engineer can begin work once the contract is approved by RD.

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

LRG-11-04 – Berino/ Mesquite-Del Cerro Water System Project WTB #223 – Vencor – Construction Stage - Smithco – RD - \$5,420,147/WTB - \$4,371,630"Berino Area: Contractor did not purchase any additional material. Contractor installed 11,155 LF-12" PVC C900 Pipe, 4900 LF 8" PVC C900 Pipe, 2695 LF 6" PVC C900 Pipe, 128 LF 12" Ductile Iron Pipe, 36 LF 8" DI Pipe, 126 LF 6" DI Pipe, 2 ea 12" RW GVs, 2 ea 6" RW GVs, 1 ea 12" PRV w/solenoid, 7 ea 1" AVV, 4 Fire Hydrants plus related water components.

La Fe residential area is currently being serviced through the new BMDC waterline system. Minor restoration work is underway at Del Cerro which will complete the extent of work in that area in the coming weeks. Contractor mobilizing to focus efforts completely in the Berino/Bosque area, inclusive of the new SCADA system installation at the Berino Water Office location.

Project is 83% complete and should be final in mid-February. A 4th Change Order is in preparation to bring in the SAP funding for Bid Lot 14, new lines in the Bosque area in Berino.

LRG-11-05 – Surface Water Treatment Plant WTB #252– Bohannon Huston - Design stage - \$750,000 WTB – 10% Loan 10% Match – : Final PER has been submitted to NMED-CPB. We met Ms. Quintana at NMFA on 9/24 to discuss a time-extension and scope change for the remaining funds, and attended Water Trust Board meeting on 10/14/15. Our request was tabled until their December 2-3 meeting because the chairman was unhappy with the way it was presented by NMFA staff. We will work with our engineers to provide Ms. Quintana with the information formatted for the WTB the way he said he wants it.

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

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

LRG-13-02 – System-wide Information Technology Standardization - Software - \$175,000 NM STB: Five requisitions have been submitted to NMED-CPB and paid. Change Order #2 to further reduce the scope of the data conversion is in preparation at Tyler. NMED-CPB has approved Change Order #1. Tyler staff has been on-site, and the Finance Manager's report will discuss their progress.

LRG-15-01 – System-wide Information Technology Standardization - SCADA - \$130,000 NM STB – Molzen Corbin: Molzen Corbin Associates' contract proposal was sent back for revision, I met with Operations Manager & staff to further prioritize their SCADA needs list and have provided that to the MCA along with further clarification of our expectations of scoping and phasing for the project. This was left on the October agenda, but likely won't be ready until November.

LRG-13-03 – Water System Purchase Project – for RFP – Planning/Design Stage - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment: NMFA Board approved the funding on 9/24/15. Letter of Binding Commitment and Pre-Award Compliance Review are on today's agenda along with authorization to issue and engineering services RFP for the project.

LRG-13-01 – Brazito Water System Improvements – Souder, Miller & Associates. – Construction Phase - Western Building & Development - \$523,354 NM CITF Grant, \$58,150 Loan, \$58,150 Match Requirement, 2014 CITF \$157,986 (10% loan): The contractor was provided a tentative substantial completion on 9/3/15 and punch list to be completed by the updated final completion date of September 11, 2015. Notification of Defective Work was issued to the contractor on 10/5/15 instructing him to provide his plan to replace the defective asphalt on Calle de Brazito. He was also notified that there were issues with the gravel replacement on Stone Drive that needed to be addressed. He contacted Mr. McMullen and told him they would be out to do the work over the weekend of October 10-11, but did not show up or call.

LRG-14-01 – Waterline Extension Project (incl. Veterans Road) – Design/Build - \$882,430 CITF incl. 10% Loan: Proposed Engineering Services Agreement from Parkhill, Smith & Cooper is on today's agenda.

Other projects:

Water Audit – BECC: Audit is ongoing. Progress meeting was held on 9/22/15, next one is not yet scheduled. They have had a subcontractor performing meter tests on some of the larger commercial meters.

USDA-RD Transfer & Assumption Application Packages: All three Letter of Conditions notebooks were submitted to USDA-RD on 5/27/15, final approval is still pending. RD now has an Office of General Counsel in Albuquerque, and the attorney there is currently reviewing these and has made some comments that were addressed by the local office.

USDA-RD Community Facilities Grant/Loan for Vehicle Purchase – LOC - \$46,600 Grant/\$103,400 Loan: Letter of Conditions binders are complete and will be submitted to USDA-RD this week because Ms. Alarcon was out of the office last week.

Infrastructure Capital Improvements Plan 2017-2021: NM-DFA-LGD sent over some corrections (additional information), and Tiffany has updated the ICIP.

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

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

Training –Liza and I will be attending the Infrastructure Finance Conference next week. Board Training on the Open Meetings Act and Inspection of Public Records Act will be held tomorrow at our La Mesa Office

Lower Rio Grande Water Users Organization – nothing to report

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

EBID Surface Water Plant: - EBID has submitted their response to NMED-DWB comments as they pertain to the LRGPWWA and to our Surface Water/Brackish Water Treatment Facility Project. They are awaiting approval or further comments and NMED-CPB approval.

Staffing: New Projects Specialist Liza Lopez began work on 9/21/15. We assisted Operations Department with a laborer job posting that closed on 10/16/15.

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

2016 Legislature: Ramon Lucero from El Valle Alliance let us know that the regional water authority legislation will be reintroduced next session, and we need to begin discussion with our legislators about our bill. I've requested a meeting with Senator Cervantes.

Finance Manager's Report

October 2015 Board Meeting

- We ended September with \$20K left after expenses
- We have spent \$122K so far this fiscal year on repairs and maintenance to major infrastructure. (2 wells)
- We will be going through a readiness assessment with Tyler in the next couple weeks to make sure we are ready to “go live” with the new accounting system.
- We have had auditors in the office and work on the audit continues

LRGPWWA
Profit & Loss
 September 2015

	Sep 15	Jul - Sep 15
Ordinary Income/Expense		
Income		
Credit Card Fees	1,229.75	3,675.98
Interest	48.40	146.14
Non-Operating Revenue		
Copy/Fax	64.23	-49.41
Other Income	3,803.39	14,761.16
Tower Rent	250.00	500.00
Total Non-Operating Revenue	4,117.62	15,211.75
Operating Revenue		
Activation & Connection Fees	2,760.00	8,386.79
Backflow Testing	50.00	500.00
Contract Services	27.20	4,490.46
Impact Fees	0.00	3,200.00
Installation Fees	1,704.30	7,459.80
Membership Fees	490.00	1,410.00
Monthly Services	233,371.03	716,477.64
Monthly Services-Sewer	12,646.24	39,879.67
Other Income	550.00	1,100.00
Penalties-Sewer	289.48	1,258.79
Penalties-Water	5,210.53	17,378.52
Returned Check Fees	70.00	315.00
Tampering Fee/Line Breaks	1,000.00	1,500.00
Total Operating Revenue	258,168.78	803,356.67
Professional Fees-Other	3,338.23	9,802.91
Total Income	266,902.78	832,193.45
Cost of Goods Sold		
Cost of Goods Sold	-1,500.00	-2,285.12
Total COGS	-1,500.00	-2,285.12
Gross Profit	268,402.78	834,478.57
Expense		
Accounting, Auditing, Legal		
Advertising	630.78	630.78
Bad Debts	0.00	-508.13
Bank Service Charges	1,726.89	1,814.89
Cash Short/Over	0.00	-24.25
Dues and Subscriptions	730.12	1,230.12
Legal Fees	1,056.05	3,761.74
Licenses & Fees	0.00	95.00
Meals	212.49	282.52
Permit Fees	0.00	100.00
Postage	520.49	6,271.75
Reconciliation Discrepancies	1,257.80	-656.66
Retirement Account Fees	0.00	1,506.25
Training	940.00	2,530.48
Travel	30.00	439.64
Accounting, Auditing, Legal - Other	0.00	825.18
Total Accounting, Auditing, Legal	7,104.62	18,299.31
Debit Service		
Interest paid to NMFA	1,920.83	5,762.49
Interest paid to USDA	10,877.73	32,652.50
Total Debit Service	12,798.56	38,414.99
Depreciation Expense		
Sewer	22,148.00	66,444.00
Water	67,614.58	202,849.33
Total Depreciation Expense	89,762.58	269,293.33

LRGPWWA
Profit & Loss
 September 2015

	Sep 15	Jul - Sep 15
Salaries		
401K 10% Company Contribution	0.00	0.00
Accrued Leave	2,861.69	7,485.14
Administrative Labor	19,404.65	57,829.13
Clerical Labor	16,183.41	48,351.59
Employee Benefits-401K Contrib	2,281.96	6,891.96
HISC-Blue Medicare Rx.	86.90	260.70
Insurance-Dental	799.97	2,006.22
Insurance-Health	10,132.65	30,317.31
Insurance-Work Comp	0.00	3,518.00
Operations Labor	27,315.34	89,209.85
Payroll Taxes-Federal Unemploy	-4.70	-4.70
Payroll Taxes-Medicare	953.58	2,941.70
Payroll Taxes-Social Security	4,077.41	12,578.27
Payroll Taxes-State Unemploymen	0.00	0.00
Salaries - Other	0.00	89.60
Total Salaries	84,092.86	261,474.77
Sewer		
DAC Waste Water Flow Charge	3,535.20	9,508.83
Electricity-Sewer	1,483.69	3,002.40
Lab & Chemicals-Sewer	0.00	327.44
Supplies & Materials	119.10	119.10
Total Sewer	5,137.99	12,957.77
Supplies		
Automobile Repairs & Maint.		
LRG-02	108.64	571.17
LRG-03	0.00	42.00
LRG-06	0.00	719.08
LRG-09	0.00	66.00
LRG-10	0.00	49.28
LRG-11	0.00	2,254.04
LRG-14	0.00	670.03
LRG-20	0.00	143.05
LRG-21	1,407.49	1,449.49
LRG-23	63.72	1,352.20
LRG-26	0.00	41.49
Automobile Repairs & Maint. - Other	832.73	1,012.02
Total Automobile Repairs & Maint.	2,412.58	8,369.85
Computer Maintenance	3,384.46	10,984.40
Fuel	6,241.88	17,701.67
Lab, Chemicals-Water		
Chemicals	4,172.37	10,023.76
Laboratory Fees	278.66	600.22
Total Lab, Chemicals-Water	4,451.03	10,623.98
Maint. & Repairs-Infrastructure	73,921.83	122,637.90
Maint. & Repairs-Office	2,862.76	6,089.84
Maintenance & Repairs-Other	5,380.26	8,553.71
Materials & Supplies	7,039.85	22,615.85
Office Supplies	1,933.39	2,825.45
Printing and Copying	862.50	2,479.56
Tool, Furniture	97.13	97.13
Uniforms-Employee	984.01	2,451.13
Total Supplies	109,571.68	215,430.47
Taxes, Liability, Insurance		
Insurance-General Liability	0.00	13,207.00
Insurance-Vision	180.15	590.95
Property Insurance	1,123.00	1,123.00
Water Conservation Fee	1,609.87	5,035.51
Total Taxes, Liability, Insurance	2,913.02	19,956.46

4:50 PM
10/16/15
Accrual Basis

LRGPWWA
Profit & Loss
September 2015

	<u>Sep 15</u>	<u>Jul - Sep 15</u>
Utilities		
Cell Phone	1,593.01	4,119.16
Electricity-Lighting	1,059.18	2,085.17
Electricity-Offices	1,676.76	5,148.60
Electricity-Wells	20,367.88	69,586.61
Garbage Service	182.00	424.00
Natural Gas	127.16	374.42
Telephone	1,152.91	3,307.25
Wastewater	88.20	264.60
Total Utilities	<u>26,247.10</u>	<u>85,309.81</u>
Total Expense	<u>337,628.41</u>	<u>921,136.91</u>
Net Ordinary Income	<u>-69,225.63</u>	<u>-86,658.34</u>
Net Income	<u>-69,225.63</u>	<u>-86,658.34</u>

VENCOR Engineering, LLC

665 East University Ave, Ste C · Las Cruces · New Mexico · 88005 · (575) 652-3531 · vencorllc.com

September 30, 2015

Mr. Roberto M. Nieto
Board Chairman
Lower Rio Grande Public Water Works Authority (LRGPWWA)
325 Holguin Road
Vado, New Mexico 88072

**Re: LRGPWWA: Water Line Extension Project
RFP# LRG 2015-03 / Project No. LRG-14-01**

Subj: Final Response to Protest of Project Award

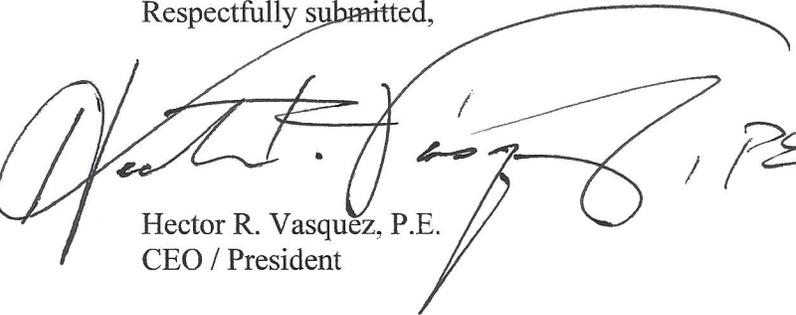
Dear Mr. Nieto:

Please accept this letter as VENCOR Engineering, LLC (VENCOR)'s final response to the protest of project award for the above referenced project. In receipt of the Lower Rio Grande Public Water Works Authority (LRGPWWA) letter dated September 17, 2015, stating "The board was concerned that your firm might not have the resources to complete the project due to your current work load and previous history", I respond with the following:

1. As stated in the response to the subject RFP, VENCOR currently does not have any design work with the LRGPWWA. In addition, VENCOR was never afforded the opportunity to provide an update of our current work load in order for the board to make an accurate assessment.
2. Regarding previous history, the RFP evaluation committee ranked VENCOR as #1 in the category "History of Past Performance". Our past performance is second to none.

VENCOR's philosophy of helping people remains as our platform. Because of this ideology, I have determined to cease any further action or litigation against the LRGPWWA board's decision of not awarding the above referenced project to the highest ranking firm, VENCOR Engineering, LLC. The focus of all parties involved needs to be in "the urgent need of the Authority to provide water to the families in the project area." That approach aligns itself with our philosophy so that is the approach VENCOR will uphold. I wish the LRGPWWA the very best in this important endeavor.

Respectfully submitted,



Hector R. Vasquez, P.E.
CEO / President

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

Schedule 1

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

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

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

Secretary
Date
Appropriate Official
Date

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

SUPPLEMENTAL DATA

The Following Data Should Be Supplied Where Applicable

Circle One

1. ALL BORROWERS

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

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

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

2. RECREATION AND GRAZING ASSOCIATION BORROWERS ONLY

Current Quarter

Year to Date

a. Number of Members _____ _____

3. WATER AND/OR SEWER UTILITY BORROWERS ONLY

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

4. OTHER UTILITIES

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

5. HEALTH CARE BORROWERS ONLY

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

6. DISTRIBUTION OF ALL CASH AND INVESTMENTS*

Indicate balances in the following accounts:

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

7. AGE ACCOUNTS RECEIVABLE AS FOLLOWS:

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

*Totals must agree with those on Balance Sheet.

PROJECTED CASH FLOW

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

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

Add

B. Items in Operations not Requiring Cash:

- 1. Depreciation (line 16 schedule 1)
- 2. Others: _____

C. Cash Provided From:

- 1. Proceeds from Agency loan/grant
- 2. Proceeds from others
- 3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities
- 4. Decrease (Increase) in Accounts Receivable, Inventories and
 Other Current Assets (Exclude cash)
- 5. Other: _____
- 6. _____

D. Total all A, B and C Items

E. Less: Cash Extended for:

- 1. All Construction, Equipment and New Capital Items (loan & grant funds)
- 2. Replacement and Additions to Existing Property, Plant and Equipment
- 3. Principal Payment Agency Loan
- 4. Principal Payment Other Loans
- 5. Other: _____
- 6. Total E 1 through 5

Add

F. Beginning Cash Balances

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

Item G Cash Balances Composed of:

- Construction Account \$ _____
- Revenue Account
- Debt Payment Account
- O&M Account
- Reserve Account
- Funded Depreciation Account
- Others: _____

Total - Agrees with Item G \$ _____



www.lrgauthority.org

LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2016-08 1st Quarter Budget Report for Fiscal Year 2016

Whereas, in order to comply with Sections 6-6-1 and 6-6-2 NMSA 1978 and to apply for CDBG funding, the Board of Directors wishes to adopt and pass a resolution to approve the FY2016 1st Quarter Budget Report on October 20, 2015.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution to approve the FY2016 1st Quarter Budget Report officially approve on October 20, 2015.

PASSED, APPROVED, AND ADOPTED: October 20, 2015.

Roberto M. Nieto, Chairman

Seal:

Alma Boothe, Secretary



Executive Summary

Applicant:	Lower Rio Grande PWWA	Project #:	3394-DW
Project:	Water System Improvement Project	Pledged Revenue:	Net System Revenues of Water System
Total Loan Amount	\$ 1,197,708	Term:	22 Years
Principal Forgiveness* (75%)	\$ 898,281		
Total Amount to be repaid:	\$ 299,427		
Coverage:	1.58x (1.20x minimum coverage required)	Maximum Interest Rate:	0.250%

*The District is eligible to receive 75% in Principal Forgiveness; 25% Base Forgiveness and 50% for a Severely Disadvantaged Community.

Item: Lower Rio Grande Public Water Works Authority (the Authority) has applied for a loan from the Drinking Water State Revolving Loan Fund (DWSRLF) to purchase and repair the Valle Del Rio Water System.

Project Background: The project consists of the following: The purchase of privately owned Valle Del Rio Water System which includes property, the system, and water rights. The property is approximately 1.189 acres with buildings, tanks, sheds and easements. The system includes pipes, waterlines, meters, hydrants and pumps. The water rights include wells and all sources of water. The purchase price of \$463,000 was determined by an appraisal that was reviewed and approved by the New Mexico Taxation and Revenue Department. The Authority will complete the State Environmental Review Process (SERP) after the purchase is complete. The upgrades and repairs will not be allowed to begin until this requirement is satisfied. The remainder of the project funds will be applied to the needed repairs and upgrades as identified in a Preliminary Engineering Report. These consist of replacement of waterlines, meters, pumps and a fire hydrant. The pressure tank and storage tank will be rehabilitated. A back up generator, SCADA system, and a new storage tank will be added to the system.

Credit: The Authority has pledged the net system revenues of their water system as security and repayment of this loan. Staff used the fiscal year 2014 net system revenues to determine coverage. The Authority is a severely disadvantaged entity and they are eligible to receive a principal forgiveness subsidy of 75%. This project is ranked second on the fiscal year 2016 first quarter Drinking Water Fundable List.

Audit: The Authority is current with it's audits and financial reporting. The FY 2014 audit report has an unmodified opinion with no findings.

External Comments: DFA comments are pending.

Strengths	Weaknesses
<ul style="list-style-type: none"> * The project is another step in regionalization of the area's water systems * The Authority is a severely disadvantaged entity * The Authority has no audit findings 	<ul style="list-style-type: none"> * The Authority has numerous loans, however they meet coverage

This is the first time this project has appeared before the NMFA Board.

Recommendation: Staff Recommends Approval



**Lower Rio Grande PWWA
Water Project
Drinking Water State Revolving Loan Fund**

Application #: 3394-DW

A. TECHNICAL SUMMARY

- 1. Applicant:** Lower Rio Grande PWWA
Dona Ana County **Board Date:** September 24, 2015
- 2. NMFA Analyst:** Donna Maestas **Project:** Water Project
- 3. Loan Description:**
DWSRLF loan with a 22-year term at a 0.25% interest rate secured by Net System Revenues of the water system with a 1.58x coverage (1.2x minimum coverage required).
- 4. Compliance with NMFA Policies:** Yes No **Amount:** \$1,197,708
- 5. Recommendation:** Staff Recommends Approval.

B. PROJECT

- 1. Project Scope:**
Lower Rio Grande PWWA has applied for a DWSRLF loan to fund the purchase of a private water system.

2. Total Project Cost:

SOURCES:	DWSRLF Disadvantaged Rate Loan - 0.25%	\$299,427
	DWSRLF Loan Subsidy (Principal Forgiveness)	\$898,281
	Total Sources	\$1,197,708
USES:	Deposit to Project Fund	\$296,462
	Cost of Issuance Fee	\$2,965
	DWSRLF Loan Subsidy (Principal Forgiveness)	\$889,387
	Cost of Issuance Fee (Forgiven)	\$8,894
	Additional Proceeds	\$1
	Total Uses	\$1,197,708

3. Consulting Professionals

Engineer / Architect: N/A **Legal Counsel:** N/A

Vendor: N/A **Financial Advisor:** N/A

TRD Concurrence: Yes No Pending (Readiness to Proceed)

C. FINANCING

1. Loan Structure

Amount	\$ 1,197,708	Legislative Authorization	N/A
Term	22 Years	Interest Rate Margin	0.25%
DWSRLF Market Funding Amount	-	Interest Rate	-
Disadvantaged Funding Amount	\$ 299,427	Disadvantaged Funding Rate	0.0%
Maximum Interest Rate	0.25%	Blended Interest Rate	0.250%

Reimbursable/Cost Component

Estimated Bond Reimbursement	N/A
Estimated Equity	N/A

Entity MHI	\$27,373	% of State MHI	60.93%
Total Disadvantaged Funding Assistance on This Loan			\$299,427
Total Disadvantaged Funding Received for Current Fiscal Year			\$299,427

Priority Rank	#2 on SFY 2016 Q1 DWSRLF Fundable Priority List	Number of Users	8,017
System Designation	Large System	Disadvantaged	Yes

2. Security

Pledge	Net System Revenues of Water System	Annual Revenues Generated	\$ 479,836
Additional Bonds Test	120%	Minimum Coverage for all Debt	2018 - 1.58x
Credit and Revenue Analysis	FY 2014, 2013, 2012 Audit Reports; Net System Revenues of Water System.		
DFA-LGD/PED Budget and Reporting Verification	DFA Comments: Pending		

Lien Status	Subordinate
Senior Debt	USDA Loan 91-07, Matures in 2045; USDA Loan 93-09, Matures in 2052; USDA Loan 91-02BP, Matures in 2040; USDA Loan 91-02LRG, Matures in 2040; USDA 91-14, Matures in 2049; USDA 91-04, Matures in 2052; USDA 92-13, Matures in 2052; USDA 92-19, Matures in 2052; USDA 91-15, Matures in 2052.
Parity Debt	NMFA 2601-PP, Matures in 2040; NMFA 2710-DW, Matures in 2034; NMFA 0252-WTB, Matures in 2032; NMFA 0223-WTB, Matures in 2032; NMFA 2766-CIF, Matures in 2033; NMFA 2791-CIF, Matures in 2033; NMFA 3155-CIF, Matures in 2034; NMFA 3156-CIF, Matures in 2034, NMFA 3161-CIF, Matures in 2034.

Last Completed Audit	FY 2014
Audit Status	Current
Opinion of Last Completed Audit	Unmodified
Related Audit Findings, Comments, Concerns	No findings

3. Flow of Funds

Distributing Entity	Lower Rio Grande PWWA
Timing	Interest – Monthly on amounts drawn during the first 24 months of the loan commencing one month after the first incurred cost and ending no later than 24 months after the date of the loan agreement; thereafter monthly principal and interest payments commencing one month after the loan amount has been finalized and ending on the final maturity date of the loan.

4. NMFA Borrowing History Lower Rio Grande PWWA

Entity	Project Type	App #	Pledged Revenue	Status	Amount	Maturity
Authority	Refunding	2601-PP	Net System Revenues	Closed 07/2011	\$790,914	5/2041
Authority	Water Project	0223-WTB	Net System Revenues	Closed 01/2012	\$4,371,630	6/2032
Authority	Water Project	0252-WTB	Net System Revenues	Closed 12/2012	\$750,000	6/2032
Authority	Water Project	2710-DW	Net System Revenues	Closed 12/2013	\$595,000	5/2034
Authority	Wastewater Project	2766-CIF	Net System Revenues	Closed 03/2013	\$1,670,257	6/2033
Authority	PER	2361-PG	Grant	Closed 04/2011	\$50,000	Grant
Authority	PER	2362-PG	Grant	Closed 09/2013	\$37,500	Grant
Authority	PER	2817-PG	Grant	Closed 3/2014	\$37,500	Grant
Authority	Feasibility Study	3093-PG	Grant	Closed 2/2015	\$10,356	Grant
Authority	Water Project	3155-CIF	Net System Revenues	Closed 2/2015	\$157,896	Paid Off
Authority	Wastewater Project	3156-CIF	Net System Revenues	Closed 2/2015	\$1,034,580	6/2034
Authority	Water Project	3161-CIF	Net System Revenues	Closed 2/2015	\$540,608	6/2034
Authority	This Request	3394-DW	Net System Revenues	Approval	\$1,197,708	5/2037
					<u>\$11,243,949</u>	

D. READINESS TO PROCEED

Final approval of this project is based on the submission of certain readiness to proceed items. The following have been submitted to the NMFA:

1. NMFA Application;
2. NMFA Application Resolution;
3. Current Year Budget;
4. FY 2014, 2013 and 2012 Audit Reports;
5. Appraisal Report (approved by NM Tax & Rev.); and
6. Purchase Agreement.

Prior to construction of this application, the NMFA will require Lower Rio Grande PWWA to submit or meet the following criteria:

1. Executed Copy of the Binding Commitment Letter;
2. Estimated Cost Breakdown;
3. Detailed drawdown schedule for project payments;
4. Executed Copy of EPA form 4700-4;
5. Verified System Award Management (form 5700-9).
6. Letter of Approval from USDA to allow this loan to subordinate;
7. Compliance with the State Environmental Review Process (SERP)
8. Approval of Plans and Specifications by NMFA;
9. Approval of Plans and Specifications by NMED Drinking Water Bureau prior to construction start;
10. Approval of Bids by NMED and NMFA;
11. Approval of Contract Award by NMFA;
12. Any additional information requested by the NMFA; and
13. Loan documents shall conform to NMFA standard forms and policies.

New Mexico Finance Authority
Public Water System Letter of Binding Commitment DW 3394

October 1, 2015

The New Mexico Finance Authority (Finance Authority), subject to the Board of Directors' normal and customary procedures, hereby commits to make a loan in the approximate amount of \$1,197,708 with a maturity of 22 years and an interest rate of .25%, to Lower Rio Grande PWWA (Applicant), a qualified public water supply system under federal law, 42 U.S.C. 300j-12, and applicable state law, Sections 6-21A-1, *et seq.*, NMSA 1978, organized and existing under the Laws of New Mexico, in order to partially and/or wholly finance the water project of the Applicant, as described in the Applicant's application, subject to the following terms and conditions of this Binding Commitment Letter (Commitment).

I. This Commitment requires that the Applicant submit the following documents to the Finance Authority by April 1, 2016 as applicable:

- 1) Executed copy of the attached Binding Commitment Letter;
- 2) Executed copy of attached EPA form 4700-4;
- 3) Applicant needs to demonstrate compliance with EPA guidance on System Award Management found at the following website:
[\(https://www.sam.gov/portal/public/SAM/\)](https://www.sam.gov/portal/public/SAM/)
- 4) Preliminary Engineering Report (PER) or technical memo acceptable to the Finance Authority;
- 5) Cost breakdown of the project, certified by an engineer or architect;
- 6) Detailed drawdown schedule for project payments;
- 7) Engineering Contract Award approval by New Mexico Environment Department (NMED-CPB) and Finance Authority; and
- 8) Any additional information requested by the Finance Authority.

Upon receipt of the above documents, the Finance Authority intends to prepare a financing schedule and initiate the closing process.

II. If the conditions set forth above are not satisfied, the commitment may be extended, in the sole discretion of the Finance Authority, for an additional 60 days, during which time the Applicant must submit the remaining documentation to the Finance Authority. Failure on the Applicant's part to submit the above documentation will result in termination of the Authority's Commitment.

III. The following documents will be required before funds are disbursed for construction:

- 1) Completion of the State Environmental Review Process approved by the Finance Authority;

**New Mexico Finance Authority
Public Water System Letter of Binding Commitment DW 3394**

- 2) Approval of Plans and Specifications by New Mexico Environment Department (NMED-CPB) Construction Programs Bureau and Finance Authority;
- 3) Approval of Plans and Specifications by New Mexico Environment Department (NMED-DWB) Drinking Water Bureau prior to construction start;
- 4) Approval of Bids by NMED-CPB and Finance Authority;
- 5) Any additional information requested by Finance Authority; and
- 6) Loan documents shall conform to Finance Authority standard forms.

IV. Closing and funding of the loan has been approved by the Finance Authority's Board of Directors, subject to the terms and conditions set out in this Commitment. The construction of the project must be completed within two years from the date of closing of the loan.



Chief Executive Officer
New Mexico Finance Authority

10/1/15

Date

The undersigned hereby accepts and acknowledges the foregoing commitment and agrees to the terms and conditions thereof.

Applicant: Lower Rio Grande Public Water Works Authority

Signatory Authority

October 20, 2015

Date

Roberto Nieto, Board Chairman

Title

Instructions for EPA FORM 4700-4 (Rev. 06/2014)

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

Approval indicates, in the reviewer's opinion, questions I – VI of Form 4700-4 comply with the preaward administrative requirements for EPA assistance.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

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

THIS Agreement, made this 2 day of October 2015 by and between Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and Parkhill, Smith & Cooper, Inc. hereinafter referred to as the ENGINEER. **Contract becomes effective on the date of the last signature.**

The OWNER intends to construct a Project consisting of water line dsitribution piping extensions in the communities of La Mesa and Berino New Mexico.

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

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SECTION A – GENERAL PROVISIONS

1. General

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

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

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

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

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

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

2. Approvals

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

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

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

3. Responsibilities of the ENGINEER

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

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

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

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

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

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

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

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

4. Responsibilities of the OWNER

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

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

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

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

5. Changes

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

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

6. Termination of Contract

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

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

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

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

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

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

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

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

7. Payment

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

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

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

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

8. Time

(a) PROGRESS AND COMPLETION

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

amount for overhead or for any other reason and shall strictly apply toward liquidated damages.

5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

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

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the

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

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

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

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

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

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

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

11. Subcontracts

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

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

12. Insurance

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

13. Environmental Condition of Site

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

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

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

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

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

(f) OWNER acknowledges that Engineer is performing professional services for OWNER and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental

Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

14. Mutual Waiver

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

15. Independent Contractor

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

16. Equal Employment Opportunity

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

17. Gratuities

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

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

18. Covenant Against Contingent Fees

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

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

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

20. Remedies

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

21. Assurance Against Debarment

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

SECTION B – ENGINEERING SERVICES

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

Engineering Services During the Planning Phase

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

Engineering Services During the Design Phase

2. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT II – Design Services scope of work and cost proposal and section B-2 through B-10 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

3. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.
4. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
5. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or further the OWNER's goals.
6. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize Funding Agency endorsed construction contract documents, as appropriate.
7. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).
8. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.
9. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
10. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to

the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.

11. Section B-2 through B-10 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

Engineering Services During the Construction Phase

12. ENGINEER shall complete the ENGINEER SERVICES described in ATTACHMENT III – Construction Services scope of work and cost proposal and section B-12 through B-23 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
13. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders, check references, and make recommendations for awarding the contract(s) for construction to the lowest responsible, responsive bidder.
14. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, the number specified in Attachment III of the sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. The ENGINEER shall provide additional copies of such contract documents to the OWNER at the cost of reproduction.
15. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.
16. The ENGINEER shall interpret the general intent of the design drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors.
17. The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming to the general design concept. Engineer shall, in connection with observations of Contractor's Work while it is in progress make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep OWNER informed of the progress of the Work.
18. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike

manner; nor shall it make the ENGINEER an insurer of the contractor's performance. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

19. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.
20. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER, the Funding Agency and others as required. The ENGINEER shall make an independent assessment of the Contractor's cost and time proposal and the impacts on the Contract Price and Contract Time as part of the review and recommendation process for each change order.
21. The ENGINEER shall make a site visit prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER, the Funding Agency and others as required.
22. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER, the Funding Agency and others as required.
23. The ENGINEER shall provide the OWNER with record drawings as specified in the scope of work for Attachment III. Such drawings will be based upon the Resident Project Representative's construction data and the construction records provided by the contractor during construction and reviewed by the Resident Project Representative.
24. Section B-12 through B-23 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

Engineering Services During the Operation Phase

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

advise the OWNER in writing whether the Project meets the project performance standards.

30. Section B-25 through B-29 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

SECTION C – ADDITIONAL ENGINEERING SERVICES

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

1. Provide Resident Project Observation. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.
2. Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.
3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.
5. Appear before courts or boards on matters of litigation related to the project.
6. Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.
7. Prepare an operation and maintenance manual.
8. Provide construction-staking services.
9. Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
10. Provide services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements

including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Attachment I.

12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.

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

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

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

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

(Describe, attach or indicate “None”)

AMENDMENT NUMBER 1:

The Engineering Services Agreement ("ESA") dated October 2, 2015 between Lower Rio Grande Public Water Works Authority and Parkhill, Smith & Cooper, Inc., is in a form approved by the State of New Mexico and has been reviewed and approved by counsel for the Lower Rio Grande Public Water Works Authority. Pursuant to Section A(2) of the ESA, the Funding Agency must approve the contract for the contract to become effective. The New Mexico Finance Authority as the Funding Agency has waived approval of this Agreement (See correspondence attached hereto as "Exhibit A"). The Agreement shall be effective upon execution by the parties.

AMENDMENT NUMBER 2:

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 Parkhill, Smith & Cooper, 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 Parkhill, Smith & Cooper, 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 engineer will only be able to submit one invoice at the end of the project upon approval of the planning document.

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

ATTEST: _____
Type Name Alma Boothe
Title Board Secretary
Date October 20, 2015

OWNER: Water Works Authority
By _____
Type Name Roberto Nieto
Title Board Chairman
Date October 20, 2015

ATTEST: Jaymie Kellu
Type Name Jaymie Kellu
Title Administrative Assistant
Date 10-2-2015

ENGINEER: Parkhill, Smith & Cooper, Inc.
By R. Matt Dyer
Type Name R. Matt Dyer, PE
Title Firm Principal
Address 115 W. Griggs Ave.
Las Cruces, NM 88001
Date 10-2-15

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

ATTACHMENTS

Please check the appropriate box and include applicable **attachments**

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 2 day of October, 2015 by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and Parkhill, Smith & Cooper, Inc., the ENGINEER, the OWNER and ENGINEER agree this 2 day of October, 2015 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

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

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

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

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

2. Compensation for ENGINEERING SERVICES shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$144,426.00, excluding gross receipt tax and reimbursables.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed \$118,456.00 without prior written approval of the OWNER, with Funding Agency concurrence.

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

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

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

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

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

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached

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

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

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

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

The rest of the page is intentionally left blank

9. Signatures

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

Lower Rio Grande

ATTEST: _____
Type Name Alma Boothe
Title Board Secretary
Date October 20, 2015

OWNER: Public Water Works Authority
By _____
Type Name Roberto Nieto
Title Board Chairman
Date October 20, 2015

ATTEST: Jaime Ullrich
Type Name Jaime TELLES
Title Administrative Assistant
Date 10-2-2015

ENGINEER: Parkhill, Smith & Cooper, Inc.
By R. Matt Dyer
Type Name R. Matt Dyer, PE
Title Firm Principal
Address 115 W. Griggs Ave.
Las Cruces, NM 88001
Date 10-2-15

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

Attachment I (N/A)

Agreement for Engineering Services

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

~~A. Scope~~

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

~~C. Schedule of time to complete work~~



**Parkhill, Smith & Cooper, Inc. (PSC)
Proposed Scope of Engineering Services**

Lower Rio Grande Public Water Works Authority (LRGPWWA) – Water Line Extension Project

Project Description

The LRGPWWA has received Colonias Initiative Trust Fund (CITF) money to construct 6-inch and 8-inch water distribution pipeline extensions into the communities of La Mesa and Berino, New Mexico. This project will serve water to new customers in these two communities who are currently served by domestic well systems that are unreliable due to prolonged drought conditions and dropping groundwater table elevations.

PSC proposes a lump sum plus reimbursables amount of \$178,526.00 (\$144,426.00 Lump Sum + \$34,100.00 Reimbursable), plus GRT, for the following scope of services:

Task 1 – Preliminary Design

1. Project kickoff meeting with LRGPWWA personnel. PSC to prepare conceptual pipeline alignment exhibits and discuss each of the twelve routes with the Owner to gain concurrence prior to initiating the survey and geotechnical study efforts of the project. PSC will also receive any existing record drawings of facilities being tied into at this kickoff meeting. It is stated in the CITF funding application that a portion of the Three Saints Road project was previously designed. PSC will also be requesting to receive copies of this previous design at the kickoff meeting. *The currently known and proposed waterline extension and replacement alignments can be seen in the attached aerial exhibits.*
2. Prepare and distribute meeting minutes to attendees.
3. Coordinate performance of right of way and topographic survey for each of the twelve selected pipeline routes.
4. Conduct meetings with each public/private entity affected by the project including: NMDOT, EBID, DAC and Kinder Morgan, to ascertain design criteria required by each entity.
- ~~5. Conduct meetings with CITF personnel and NMED-CPB to brief them on project status and ascertain any special guidelines or funding windows that require adherence.~~
6. Update project schedule based on input from all parties and provide updated project schedule to Owner.
7. Coordinate performance of the geotechnical study along each of the selected routes and at predetermined EBID lateral and highway crossings.
8. Conduct ground penetrating radar survey at miscellaneous utility crossings as may be necessary.
9. Perform preliminary engineering design to an approximate 70% design level. Preliminary engineering design to include drawings and technical specifications. No front end contract documents will be prepared at the preliminary design level.
10. Update opinion of probable construction cost (OPC) provided in the CITF funding application.
11. Coordinate with NMDOT for environmental clearance and submit project permit application to NMDOT ROW specialist in District 1 office.
12. Submit preliminary design documents to DAC engineering for review and permit application.
13. Submit preliminary design documents to EBID engineering for review and permit application.

Water Extensions – Design Scope

14. Perform internal QC review of preliminary engineering design documents and OPC.
15. Incorporate QC comments into preliminary design.
16. Submit preliminary design documents to Owner for review. Three (3) half size sets of drawings and technical specifications will be provided for preliminary review. The drawings will be provided on 11" x 17" paper with the specifications provided on 8.5" x 11". The OPC will also be provided on 8.5" x 11" paper.
17. Attend review meeting with Owner to discuss Owner comments on preliminary design.
18. Prepare and distribute review meeting minutes to attendees.
19. Submit preliminary design documents to NMED Drinking Water Bureau for review.

Task 2 – Final Design

1. Incorporate preliminary design comments from Owner.
2. Prepare front end contract documents. Coordinate with LRGPWWA ~~and funding agency~~ on any required general conditions of the construction contract. Finalize front end contracts and collate with project technical specifications.
3. Coordinate with state department of workforce solutions to obtain wage scales pertinent to the project.
4. Update and finalize OPC.
5. Prepare liquidated damages justification and submit to LRGPWWA for review.
6. Finalize construction documents. Construction documents to include full size drawings (22" x 34") and a project manual comprised of the front end contract and accompanying technical specifications (8.5" x 11"). Submit one (1) full size construction document set to Owner for final review.
7. Incorporate any final Owner comments into construction documents.
8. Coordinate plan submittal to NMDOT for permit approval.
9. Coordinate plan submittal to DAC for permit approval.
10. Coordinate plan submittal to EBID for permit approval.
11. Finalize, sign, and seal construction documents and upload to PSC Info-Exchange site for electronic plan holder distribution. Also provide one (1) full size set and two (2) half size construction document sets to Owner.
12. Submit liquidated damages justification letter along with project summary to Owner to prepare for bid advertisement.

Task 3 – Bid Phase

1. Prepare for and conduct pre-bid meeting.
2. Prepare and distribute meeting minutes from the pre-bid meeting.
3. Answer bidder questions.
4. Assist Owner in the preparation and issue of addenda.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Review apparent low bidder qualifications and perform reference checks.
8. Prepare and issue letter of recommendation of award to Owner.
9. ~~Attend board meeting for project award.~~

Items Specifically Excluded from the Above Scope of Services:

1. Hydraulic modeling of the water lines. 8-inch and 6-inch lines have already been modeled and previously selected by the Owner.

Water Extensions – Design Scope

2. Coordination with New Mexico Regulation and Licensing Department, Construction Industries Division for permit approval. This is a linear project with no buildings.
3. Project advertisement for bids. PSC can assist on this task but it is not in the proposed scope of work above. PSC will prepare project summary for Owner and Owner will place the advertisement.

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET (Billing Rates)



LOCATION CODE: 01
 PROJECT NAME: LRGPWWA Water Extensions
 JOB NO.: 01.5852.15
 TASK: 1DB
 DATE: 09/27/15

FEE TYPE: Lump Sum
 PREPARED BY: MD
 PRINCIPAL: MD
 PROJ. MANAGER: MD

MARKUP ON REIMB: 10.00%
 MARKUP ON DIRECTS: 10.00%

<p>TOTAL FEE: <u>\$178,526</u></p> <p>LABOR: <u>\$84,301</u></p> <p>REIMBURSABLE CONSULTANTS: <u>\$34,100</u></p> <p>REIMBURSABLE EXPENSES: <u> </u></p> <p>DIRECT CONSULTANTS: <u>\$59,488</u></p> <p>DIRECT EXPENSES: <u>\$637</u></p>	<p>LABOR: <u>\$84,301</u></p> <p>DIRECTS: <u>\$60,125</u></p> <p>SUBTOTAL: <u>\$144,426</u></p> <p>REIMB. <u>\$34,100</u></p> <p>TOTAL FEE: <u>\$178,526</u></p>
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LABOR BUDGETS:

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Sector/Team Leader Civil/Struct	X3	PL VI	142	\$190.00	\$26,980
Eng III-1 Civil/Struct	Y3	PL III	266	\$118.00	\$31,388
CADD III	E5	SS III	224	\$86.00	\$19,264
Project Assistant (PASS) EL	P6	SS II	86	\$78.00	\$6,669

FEE ESTIMATING SHEET		PROJECT: LRGPWVA Water Extensions		JOB NO.: 01.5852.15		TASK: IDB			
SALARY		Discipline, Title, Labor Code, Rates							
Staff Initials (optional) -->		1	2	3	4	5	6	7	
Staff Discipline -->		Civil_Struct	Civil_Struct	CADD_PASS_Clerical	CADD_PASS_Clerical				
Sector/Team Leader		Eng III-1	Eng III-1	CADD III	Project Assistant (PASS) EL				
Support Staff (SS) or Professional Level (PL) -->		PL VI	PL III	SS III	SS II				
Labor Code -->		X3	Y3	E5	P6				
Billing Rate -->		\$190.00	\$118.00	\$86.00	\$78.00				
TASK	Trips							TOTAL	
Project Administration									
Work breakdown structure		1							
Monthly billing, reports and schedule review		8							
Setup project file					1				
PSC Square 1 QC program		4	4	4					
Task 1 - Preliminary Design									
1. Kickoff mtg	1	2	2						
2. Mtg minutes			1		0.5				
3. Survey		4	12	2					
4. Meet affected entities	1	8	16						
5. Meet CIIF & NMED-CPB									
6. Update schedule		1	2						
7. Geotech		4							
8. GPR			8						
9. Preliminary design		60	110	140	40				
10. OPC		2	8	8					
11. Coordinate NMDOT Envr.	1	1	4						
12. Coordinate DAC	1	1	4						
13. Coordinate EBID	1	1	4						
14. QC		4							
15. Incorporate comments			2	4	2				
16. Submit design to Owner	1	1	1						
17. Review mtg	1	2	2						
18. Mtg minutes			1		0.5				
Task 2 - Final Design									
1. Incorporate comments		2	4	16	4				
2. Front end contract		2			4				
3. Wage scales			1		1				
4. OPC			2	1					
5. LDs			1		0.5				
6. Finalize CD's		20	40	40	20				
7. Final comments		1	4	4	4				
8. Submit NMDOT permit		1	4						
9. Submit DAC permit		1	4						
10. Submit EBID permit		1	4						
11. Sign and seal		2	4	1	2				
12. Project summary			1						
Task 3 - Bid Phase									
1. Pre-bid		2	2	2					
2. Minutes			1		1				
3. Answer questions		2	4		1				
4. Addenda		2	4	2	2				
5. Bid opening									
6. Bidtab			1		1				
7. Review low bidder			4						
8. Letter of recommendation		1			1				
9. Board meeting		1							
BUDGET SUBTOTALS:		HOURS/ Trips -	7	142	266	224	86		718
SALARY			\$26,980	\$31,388	\$19,264	\$6,669			\$84,301

FEE ESTIMATING SHEET		PROJECT: LRGPWVA Water Extens JOB NO. 01.5852.15		TASK: 1DB	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant (Geotech, CMT, TAB, etc.)					
516 Surveying Consultant				Brock & Bustillos Easement Docs (\$22,400 & \$5,600)	
518 Other Consultant - Kitchen / Food Consultant				Easement conveyance document @ \$800 per parcel	
518 Other Consultant - Acoustical Consultant					
518 Other Consultant - AV/IT Consultant					
518 Other Consultant				GPRS survey of miscellaneous utility crossings	
				\$3,000	
TOTAL REIMBURSABLE CONSULTANTS					\$31,000
REIMBURSABLE EXPENSES					
521 Travel					
Motel	Days @	Men @	/Man-day	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage	Miles @	\$0.560 @	7 Trips	=	
					SUBTOTAL
522 Reproductions					
Blackline / Color Plots					
34" x 22"	Shts @	\$2.50 /Sht @	Sets =		
36" x 24"	Shts @	\$2.75 /Sht @	Sets =		
42" x 30	Shts @	\$3.25 /Sht @	Sets =		
Other	sf @	\$0.55 /sf @	Sets =		
Mounting Foam Board	Boards @	\$10.00 /ea @			
Printing:					
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =		
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets =		
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =		
11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets =		
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets =		
Binding Cost	Sets @	\$2.00 /Set	=		
Laminating	Shts @	\$2.00 /Sht	=		
Scan to file					
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=		
Scan Specs	Originals @	\$0.15 /Sht	=		
Scan Drawings	Originals @	\$1.50 /Sht	=		
					SUBTOTAL
523 Models/Renderings/Photos			Shots @	/Shot	
524 Telephone		Calls @	/Call		
525 Meals		Days @	Men @	/Man-day	
526 Field Supplies					
528 Postage		Mailings @	/Mailing (Standard)		
528 Postage		Mailings @	/Mailing (Overnight)		
530 Misc Reimbursable Exp					
532 Temporary Personnel					
536 Field Equip Rental					
539 TDLR Review / Inspection Fees					
543 NM Gross Receipt Tax					
TOTAL REIMBURSABLE EXPENSES					

FEE ESTIMATING SHEET		PROJECT: LRGPWVA Water Extens JOB NO. 01.5852.15		TASK: 1DB	
DIRECTS					
DIRECT CONSULTANT COSTS					SUBTOTAL
611 Structural Consultant					
612 Mech/Elec Consultant					
613 Environ/Civil Consultant					
614 Architectural Consultant					
615 Testing Consultant (Geotech, CMT, TAB, etc.) Amec Foster Wheeler - geotech study along 12 roads					\$14,480
616 Surveying Consultant Brock & Bustillos - survey along 11 roads					\$39,600
618 Other Consultant - Kitchen / Food Consultant					
618 Other Consultant - Acoustical Consultant					
618 Other Consultant - AV/ IT Consultant					
618 Other Consultant					
TOTAL DIRECT CONSULTANTS					\$54,080
DIRECT EXPENSES					
621 Travel					
Motel	Days @	Men @	/Man-day	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage	15 Miles @	\$0.560 @	7 Trips	=	\$58.80
					SUBTOTAL
					\$59
622 Reproductions					
Blackline Prints					
34" x 22"	31	Shts @	\$2.50 /Sht @	5 Sets =	\$387.50
36" x 24"		Shts @	\$2.75 /Sht @	Sets =	
42" x 30		Shts @	\$3.25 /Sht @	Sets =	
Other		sf @	\$0.55 /sf @	Sets =	
Mounting Foam Board	2	Boards @	\$10.00 /ea @		\$20.00
Printing:					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W	250	Originals @	\$0.09 /Sht @	5 Sets =	\$112.50
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @	Sets =	
11" x 17" B&W		Originals @	\$0.18 /Sht @	Sets =	
11" x 17" Color		Originals @	\$1.05 /Sht @	Sets =	
Binding Cost		Sets @	\$2.00 /Set	=	
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file					
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
					SUBTOTAL
					\$520
623 Models/Renderings/Photos					
		Shots @	/Shot		
624 Telephone					
	Calls @	/Call			
625 Meals					
	Days @	Men @	/Man-day		
626 Field Supplies					
628 Postage					
	Mailings @	/Mailing (Standard)			
	Mailings @	/Mailing (Overnight)			
630 Misc Reimbursable Exp					
632 Temporary Personnel					
636 Field Equip Rental					
639 TDLR Review / Inspection Fees					
643 NM Gross Receipt Tax					
TOTAL DIRECT EXPENSES					\$579



October 2, 2015
Amec Foster Wheeler Proposal 15-09-03E
Revision 4

Parkhill, Smith & Cooper, Inc.
115 West Griggs
Las Cruces, New Mexico 88001

Attn.: Mr. Matt Dyer, P.E

**Re: Geotechnical Study
Water Extension Project
Lower Valley Rio Grande Public Work Authority
Berino, New Mexico**

Dear Mr. Dyer:

In accordance with your request, Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) has reviewed the revised the scope of work for the referenced project for the purpose of submitting a cost proposal for a geotechnical study. The objective of this study will be to evaluate the physical properties of the soils underlying the site to provide recommendations for pipeline installation.

The details of the project, as understood by Amec Foster Wheeler, the proposed scope of work, fees, other contractual items and schedule are presented in the following sections of this proposal.

1.0 PROJECT DESCRIPTION

It is our understanding that the project will consist of water system improvements consisting of the installation of new waterlines within the Berino, New Mexico area. Multiple segments are planned for construction along existing roadways including Three Saints, Ohara, Opitz, Dos Amingos, Camino Santo, Jacquez, Barrio, Veterans, Dreams, Quarter horse, Par Two, and Burleson. The total length of the segments generally range from about 1,000 to 5,500 lineal feet.

The proposed pipelines will be installed within open trenches with approximately 4 to 5 feet of soil cover. In addition, horizontal bores or other trenchless means excavation may be needed at channel or pipeline crossing areas.

**Amec Foster Wheeler
Environment & Infrastructure, Inc.
1712 W. Hadley, Suite B
Las Cruces, New Mexico 88005
Tel (505) 524-3438
Fax (915) 585-2626
www.amec.com**

**Amec Foster Wheeler
Environment & Infrastructure, Inc.
125 Montoya Road
El Paso, Texas 79932
Tel (915) 585-2472
Fax (915) 585-2626**



2.0 SCOPE OF WORK

2.1 UTILITY CLEARANCE

Amec Foster Wheeler will contact the appropriate one-call utility locate service for line location prior to initiation of field activities. Additionally, Amec Foster Wheeler requests coordination with the site owner to provide information regarding locations of buried utility lines including the layout of any existing subsurface structures within the proposed work areas.

2.2 BORING SURVEYS

Layout of the borings and supervision of drilling and sampling operations will be performed by an experienced field professional. We will lay out our borings from existing survey monuments or surface features, based on the site plan provided by you. The surface elevation of the borings will be based on sufficiently accurate topographic mapping if available. If requested, a level survey will be conducted to establish the elevation of the borings at an additional cost.

Amec Foster Wheeler assumes that client will arrange access with the property owner in order to complete the geotechnical study. We also assume access to the site and the boring location is available and can be achieved with a 2-wheel drive vehicle. Amec Foster Wheeler will also obtain traffic control devices that will be needed to complete the field study.

2.3 EXPLORATORY DRILLING

As requested, Amec Foster Wheeler will drill a total of nineteen (19) test borings for the project utilizing a truck mounted drill rig equipped with hollow stem augers. Borings will be placed at a frequency of 1 borings for every 1,500 square feet. The boring locations and proposed depths are summarized in the table below.

FIELD EXPLORATION - AUGER BORINGS			
QUANTITY	DEPTH (FT.)	SAMPLING	LOCATION
2	10	2.5' intervals to 10'	Proposed Three Saints alignment.
1	20	2.5' intervals to 10' 5' intervals from 10'	Proposed Three Saints alignment for groundwater evaluation.
2	10	2.5' intervals to 10'	Proposed Opitz alignment
2	20	2.5' intervals to 10' 5' intervals from 10'	Proposed Opitz alignment for groundwater evaluation and horizontal bore crossings.
2	20	2.5' intervals to 10' 5' intervals from 10'	Proposed Dream alignment and groundwater evaluation.



FIELD EXPLORATION - AUGER BORINGS			
1	20	2.5' intervals to 10' 5' intervals from 10'	Proposed Par Two alignment and groundwater evaluation.
2	20	2.5' intervals to 10' 5' intervals from 10'	Proposed Veterans alignment and groundwater evaluation.
2	20	2.5' intervals to 10' 5' intervals from 10'	Proposed Dos Amigo alignment.
1	20	2.5' intervals to 10' 5' intervals from 10'	Proposed Camino Santo alignment.
2	20	2.5' intervals to 10' 5' intervals from 10'	Proposed Jacquez alignment
2	20	2.5' intervals to 10' 5' intervals from 10'	Proposed Barrio alignment.

The borings will be terminated at shallower depths if we encounter refusal on rock, strongly cemented materials or other obstructions. Sampling will be obtained by standard penetration testing methods and from auger cuttings. Other sampling methods will be used as appropriate including open-end drive sampling, Shelby tube sampling or tube sampling by other methods. Drilling and sampling operations will be conducted in general accordance with the requirements of ASTM D 1452, D 1586, D 1587, and D 2488.

2.4 LABORATORY ANALYSES

Laboratory tests will be performed as considered necessary for engineering analyses. Tests that may be necessary for the project include moisture content, density, particle size analyses, and Atterberg limits tests. Subsurface conditions and specific design criteria will be the basis for testing requirements.

2.5 ENGINEERING ANALYSES & REPORT

Engineering analyses of the data collected in the field and laboratory studies will be made. An electronic copy of our geotechnical report will be submitted for the project and will include the following:

- A.** The logs of the test boring, a site plan showing boring locations and a description of procedures and equipment used in the boring program. Depth to groundwater, if encountered, will be presented on the boring logs.
- B.** Results of laboratory tests and a description of test methods.
- C.** Guide specifications for site grading, compaction requirements and methods for backfill.
- D.** Earth pressures and other criteria for the design of temporary retaining structures.



- E. Special treatment recommended for any expansive soil, "collapsing" soil, man-made fills or other moisture sensitive materials that may be present beneath the site.
- F. Discussion of geotechnical conditions for foundation and earthwork construction presented for use in the preparation of preliminary construction cost estimates.
- G. Recommendations for soil improvements for support of the pipeline.
- H. Estimated pipeline settlements.
- I. Guide specifications for bedding and backfill requirements.
- J. Recommendations for horizontal bore installation.

3.0 FEES

Charges for the geotechnical study, as described in Section 2, will be a **lump sum of \$14,480.00, plus applicable taxes**. Additional charges which might arise from changes in project details and scope of work would be made on the basis of our standard Unit Fee Schedule, a copy of which can be provided upon request. The basic fee quoted includes the routine minor consultation with the prime professional and other members of the design team normally involved with this type of project and, if required, the submission of one addendum clarifying the details of the reports. Where extensive consultation or major addenda are necessary as a result of substantial changes in the project details, additional fees will be involved.

4.0 SCHEDULE

The schedule for the services defined in this proposal is indicated in the following table:

GEOTECHNICAL STUDY SCHEDULE OF WORK		
TASK	TIME TO COMPLETE (DAYS)*	TIME FROM NOTICE TO PROCEED (DAYS)*
Utility clearance, mobilize to Site	--	5
Field Study	3	8
Laboratory Testing, Report Writing and Shipping/Delivery of Report	10	18

*Working Days (non-weekend, non-holidays)



This schedule assumes full access to the site and assistance as needed from the client to perform the work in an expeditious manner. Additional time may be required if delays occur in receiving critical design input from design team members, or for delays or stoppage of work required by the client.

All work on this project will be conducted in general accordance with our current MSA with Parkhill, Smith & Cooper, Inc. If this proposal is satisfactory, please sign the attached task order and return it to us indicating your acceptance. Should you have any questions concerning this proposal, we would appreciate the opportunity to review and clarify.

Respectfully submitted,
Amec Foster Wheeler
Environment & Infrastructure, Inc.

A handwritten signature in blue ink, appearing to read "D. Varela".

David A. Varela, P.E.
Senior Engineer

Reviewed by

A handwritten signature in blue ink, appearing to read "M. Breitnauer".

Mark J. Breitnauer, P.E.
Senior Engineer

Copies: Addressee (1) via email



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
ISAAC CAMACHO, R.P.L.S.
Survey Manager
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

September 23, 2015

Via E-MAIL: mdyer@team-psc.com

Parkhill Smith & Cooper, Inc.
115 Griggs
Las Cruces, New Mexico 88001

Attn: Mr. Matt Dyer, P.E.

Re: 0.4 miles of water line route along the Barrio Road right-of-way adjacent to U.S.R.S. Tracts 25-51A1A, 25-51A1B, 25-51A1C, 25-51A1D, 25-52, 25-72B1 and 25-73A, in projected Section 17, Township 26 South, Range 3 East, N.M.P.M., from Three Saints Road west, located northwest of Anthony, Dona Ana County, New Mexico
Proposal No. 2015-0944

Dear Mr. Dyer:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK NO. I:

1. Locate and measure the property corners for the subject tracts and the right-of-way monuments along the subject portion of Barrio Road;
2. Locate and measure the EBID Station marker for the Three Saints West Lateral nearest to the subject portion of Barrio Road;
3. Locate and measure the EBID benchmark nearest to the subsection portion of Barrio Road;
4. Perform a topographic and improvement survey of 0.4 miles of the Barrio Road right-of-way from Three Saints Road west;
5. The survey shall extend twenty (20) feet beyond the north and south right-of-way lines of Barrio Road;
6. Set two (2) control points for use during construction;
7. Prepare a topographic map of the Barrio Road right-of-way from Three Saints Road west;
8. Horizontal coordinates for the survey shall be based on the New Mexico State Plane Coordinate System and the North American Datum 1983 (NAD83);
9. Vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88);
10. Deliver five (5) hard copies and one (1) AutoCAD file of the topographic map to Parkhill, Smith & Cooper.

SCOPE OF WORK NO. II:

1. Prepare a utility plat for each of the seven (7) parcels along Barrio Road;
2. Prepare a metes and bounds description for the utility easement on each of the seven (7) parcels along Barrio Road;
3. Deliver five (5) copies of each easement plat and each metes and bounds description to Parkhill, Smith & Cooper.

EXEMPTIONS:

The above scope of work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; title commitment; soils investigation; subdivision plat; application fees; as-built survey; preparation of as-built plans; elevation certificate; sub-surface utility engineering; construction staking; staking of utility easements; subdivision plat; improvement plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation of SWPPP; EBID special use permit; Dona Ana County utility permit; NMDOT utility permit; representation through the Dona Ana County, EBID or NMDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work No. I within twenty-eight (28) calendar days of receiving your written notice to proceed. Brock & Bustillos Inc. will complete the above Scope of Work No. II within fourteen (14) calendar days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$3,600.00 plus New Mexico Gross Receipts Tax of \$217.00** per parcel for the above Scope of Work No. I. We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$800.00 plus New Mexico Gross Receipts Tax of \$41.00** per parcel for the above Scope of Work No. II. The total estimated cost for the seven (7) parcels in Scope of Work No. II is **\$5,600.00 plus New Mexico Gross Receipts Tax of \$287.00** Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "Parkhill Smith & Cooper Inc." or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "Parkhill Smith & Cooper Inc." will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Isaac Camacho, R.P.L.S.
Survey Manager


Principal Approval

Attachment: (1) Other Terms & Conditions

AUTHORIZATION TO PROCEED

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____



ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.
Survey Manager

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

September 23, 2015

Via E-MAIL: mdyer@team-psc.com

Parkhill Smith & Cooper, Inc.
115 Griggs
Las Cruces, New Mexico 88001

Attn: Mr. Matt Dyer, P.E.

Re: 0.25 miles of water line route along the Burleson Road right-of-way adjacent to U.S.R.S. Tract 25-92A, in projected Section 22, Township 26 South, Range 3 East, N.M.P.M., from Joy Road south, located northwest of Anthony, Dona Ana County, New Mexico
Proposal No. 2015-0938

Dear Mr. Dyer:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK:

1. Locate and measure the property corners for the subject tract and the right-of-way monuments along the subject portion of Burleson Road;
2. Locate and measure the EBID Station marker for the Three Saints East Lateral nearest to the subject portion of Burleson Road;
3. Locate and measure the EBID benchmark nearest to the subsection portion of Burleson Road;
4. Perform a topographic and improvement survey of 0.25 miles of the Burleson Road right-of-way from Joy Road south;
5. The survey shall extend twenty (20) feet beyond the east and west right-of-way lines of Burleson Road;
6. Set two (2) control points for use during construction;
7. Prepare a topographic map of the Burleson Road right-of-way from Joy Road south;
8. Horizontal coordinates for the survey shall be based on the New Mexico State Plane Coordinate System and the North American Datum 1983 (NAD83);
9. Vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88);
10. Deliver five (5) hard copies and one (1) AutoCAD file of the topographic map to Parkhill, Smith & Cooper.

EXEMPTIONS:

The above scope of work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; title commitment; easement plats; metes and bounds descriptions; soils investigation; subdivision plat; application fees; as-built survey; preparation of as-built plans; elevation certificate; sub-surface utility engineering; construction staking; subdivision plat; improvement plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation of SWPPP; EBID special use permit; Dona Ana County utility permit; NMDOT utility permit; representation through the Dona Ana County, EBID or NMDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within twenty-one (21) calendar days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$2,400.00 plus New Mexico Gross Receipts Tax of \$136.00** for the above Scope of Work. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "**Parkhill Smith & Cooper Inc.**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Parkhill Smith & Cooper Inc.**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

AUTHORIZATION TO PROCEED

Sincerely,

BROCK & BUSTILLOS INC.



Isaac Camacho, R.P.L.S.
Survey Manager


Principal Approval

Attachment: (1) Other Terms & Conditions

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____



ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.
Survey Manager

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

September 23, 2015

Via E-MAIL: mdyer@team-psc.com

Parkhill Smith & Cooper, Inc.
115 Griggs
Las Cruces, New Mexico 88001

Attn: Mr. Matt Dyer, P.E.

Re: 0.2 miles of water line route along the Camino Santo Road right-of-way adjacent to U.S.R.S. Tracts 25-48A and 25-49B, in projected Section 17, Township 26 South, Range 3 East, N.M.P.M., from Three Saints Road west, located northwest of Anthony, Dona Ana County, New Mexico Proposal No. 2015-0946

Dear Mr. Dyer:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK NO. 1:

1. Locate and measure the property corners for the subject tracts and the right-of-way monuments along the subject portion of Camino Santo Road;
2. Locate and measure the EBID Station marker for the Three Saints West Lateral nearest to the subject portion of Camino Santo Road;
3. Locate and measure the EBID benchmark nearest to the subsection portion of Camino Santo Road;
4. Perform a topographic and improvement survey of 0.2 miles of the Camino Santo Road right-of-way from Three Saints Road west;
5. The survey shall extend twenty (20) feet beyond the north and south right-of-way lines of Camino Santo Road;
6. Set two (2) control points for use during construction;
7. Prepare a topographic map of the Camino Santo Road right-of-way from Three Saints Road west;
8. Horizontal coordinates for the survey shall be based on the New Mexico State Plane Coordinate System and the North American Datum 1983 (NAD83);
9. Vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88);
10. Deliver five (5) hard copies and one (1) AutoCAD file of the topographic map to Parkhill, Smith & Cooper.

EXEMPTIONS:

The above scope of work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; title commitment; utility easement plats; metes and bounds description; soils investigation; subdivision plat; application fees; as-built survey; preparation of as-built plans; elevation certificate; sub-surface utility engineering; construction staking; staking of utility easements; subdivision plat; improvement plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation of SWPPP; EBID special use permit; Dona Ana County utility permit; NMDOT utility permit; representation through the Dona Ana County, EBID or NMDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within twenty-one (21) calendar days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$2,400.00 plus New Mexico Gross Receipts Tax of \$149.00** per parcel for the above Scope of Work. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "**Parkhill Smith & Cooper Inc.**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Parkhill Smith & Cooper Inc.**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Isaac Camacho, R.P.L.S.
Survey Manager


Principal Approval

Attachment: (1) Other Terms & Conditions

AUTHORIZATION TO PROCEED

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____



ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.
Survey Manager

TBPE Reg. No. F-737
TBPLS Reg. No. 1013 14-00

September 23, 2015

VIA E-MAIL: mdyer@team-psc.com

Parkhill Smith & Cooper, Inc.
115 Griggs
Las Cruces, New Mexico 88001

Attn: Mr. Matt Dyer, P.E.

Re: 0.5 miles of water line route along the Dos Amigos Road right-of-way adjacent to U.S.R.S. Tracts 25-48A and 25-50A, in projected Section 17, Township 26 South, Range 3 East, N.M.P.M., from Three Saints Road west, located northwest of Anthony, Dona Ana County, New Mexico
Proposal No. 2015-0942

Dear Mr. Dyer:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK NO. I:

1. Locate and measure the property corners for the subject tracts and the right-of-way monuments along the subject portion of Dos Amigos Road;
2. Locate and measure the EBID Station marker for the Three Saints West Lateral nearest to the subject portion of Dos Amigos Road;
3. Locate and measure the EBID benchmark nearest to the subjection portion of Dos Amigos Road;
4. Perform a topographic and improvement survey of 0.5 miles of the Dos Amigos Road right-of-way from Three Saints Road west;
5. The survey shall extend twenty (20) feet beyond the north and south right-of-way lines of Dos Amigos Road;
6. Set two (2) control points for use during construction;
7. Prepare a topographic map of the Dos Amigos Road right-of-way from Three Saints Road west;
8. Horizontal coordinates for the survey shall be based on the New Mexico State Plane Coordinate System and the North American Datum 1983 (NAD83);
9. Vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88);
10. Deliver five (5) hard copies and one (1) AutoCAD file of the topographic map to Parkhill, Smith & Cooper.

SCOPE OF WORK NO. II:

1. Prepare a utility plat for each of the twenty-eight (28) parcels along Dos Amigos Road;
2. Prepare a metes and bounds description for the utility easement on each of the twenty-eight parcels along Dos Amigos Road;
3. Deliver five (5) copies of each easement plat and each metes and bounds description to Parkhill, Smith & Cooper.

EXEMPTIONS:

The above scope of work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; title commitment; soils investigation; subdivision plat; application fees; as-built survey; preparation of as-built plans; elevation certificate; sub-surface utility engineering; construction staking; staking of utility easements; subdivision plat; improvement plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation of SWPPP; EBID special use permit; Dona Ana County utility permit; NMDOT utility permit; representation through the Dona Ana County, EBID or NMDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work No. I within twenty-eight (28) calendar days of receiving your written notice to proceed. Brock & Bustillos Inc. will complete the above Scope of Work No. II within fourteen (14) calendar days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$4,400.00 plus New Mexico Gross Receipts Tax of \$258.00** per parcel for the above Scope of Work No. I. We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$800.00 plus New Mexico Gross Receipts Tax of \$41.00** per parcel for the above Scope of Work No. II. The total estimated cost for the twenty-eight (28) parcels in Scope of Work No. II is **\$22,400.00 plus New Mexico Gross Receipts Tax of \$1,148.00**. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "**Parkhill Smith & Cooper Inc.**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Parkhill Smith & Cooper Inc.**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Isaac Camacho, R.P.L.S.
Survey Manager



Principal Approval

Attachment: (1) Other Terms & Conditions

AUTHORIZATION TO PROCEED

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.
Survey Manager

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

September 23, 2015

Via E-MAIL: mdyer@team-psc.com

Parkhill Smith & Cooper, Inc.
115 Griggs
Las Cruces, New Mexico 88001

Attn: Mr. Matt Dyer, P.E.

Re: 0.5 miles of water line route along the Dreams Drive right-of-way adjacent to U.S.R.S. Tract 25-93 and U.S.R.S. Tract 27-3, in projected Section 22, Township 26 South, Range 3 East, N.M.P.M., from Joy Road south, located northwest of Anthony, Dona Ana County, New Mexico
Proposal No. 2015-0937

Dear Mr. Dyer:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK:

1. Locate and measure the property corners for the subject tracts and the right-of-way monuments along the subject portion of Dreams Drive;
2. Locate and measure the EBID Station marker for the East Drain nearest to the subject portion of Dreams Drive;
3. Locate and measure the EBID benchmark nearest to the subsection portion of Dreams Drive;
4. Perform a topographic and improvement survey of 0.5 miles of the Dreams Drive right-of-way Joy Road south;
5. The survey shall extend twenty (20) feet beyond the west right-of-way line of Dreams Drive and twenty (20) feet east of the west right-of-way line of the AT&SF Railroad;
6. Set two (2) control points for use during construction;
7. Prepare a topographic map of the subject portion of Dreams Drive;
8. Horizontal coordinates for the survey shall be based on the New Mexico State Plane Coordinate System and the North American Datum 1983 (NAD83);
9. Vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88);
10. Deliver five (5) hard copies and one (1) AutoCAD file of the topographic map to Parkhill, Smith & Cooper.

EXEMPTIONS:

The above scope of work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; title commitment; easement plats; metes and bounds descriptions; soils investigation; subdivision plat; application fees; as-built survey; preparation of as-built plans; elevation certificate; sub-surface utility engineering; construction staking; subdivision plat; improvement plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation of SWPPP; EBID special use permit; Dona Ana County utility permit; AT&SF Railroad utility permit; representation through the Dona Ana County, EBID or AT&SF Railroad and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within twenty-one (21) calendar days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$3,200.00 plus New Mexico Gross Receipts Tax of \$190.00** for the above Scope of Work. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "**Parkhill Smith & Cooper Inc.**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Parkhill Smith & Cooper Inc.**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BRock & BUSTILLOS INC.



Isaac Camacho, R.P.L.S.
Survey Manager



Principal Approval

Attachment: (1) Other Terms & Conditions

AUTHORIZATION TO PROCEED

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
ISAAC CAMACHO, R.P.L.S.
Survey Manager
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

September 23, 2015

Via E-MAIL: mdyer@team-psc.com

Parkhill Smith & Cooper, Inc.
115 Griggs
Las Cruces, New Mexico 88001

Attn: Mr. Matt Dyer, P.E.

Re: 0.4 miles of water line route along the Jacquez Road right-of-way adjacent to U.S.R.S. Tracts 25-26A, 25-26B, 25-27B, and 25-28, in projected Section 17, Township 26 South, Range 3 East, N.M.P.M., from Three Saints Road west, located northwest of Anthony, Dona Ana County, New Mexico
Proposal No. 2015-0945

Dear Mr. Dyer:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK:

1. Locate and measure the property corners for the subject tracts and the right-of-way monuments along the subject portion of Jacquez Road;
2. Locate and measure the EBID Station marker for the Three Saints West Lateral nearest to the subject portion of Jacquez Road;
3. Locate and measure the EBID benchmark nearest to the subsection portion of Jacquez Road;
4. Perform a topographic and improvement survey of 0.4 miles of the Jacquez Road right-of-way from Three Saints Road west;
5. The survey shall extend twenty (20) feet beyond the north and south right-of-way lines of Jacquez Road;
6. Set two (2) control points for use during construction;
7. Prepare a topographic map of the Jacquez Road right-of-way from Three Saints Road west;
8. Horizontal coordinates for the survey shall be based on the New Mexico State Plane Coordinate System and the North American Datum 1983 (NAD83);
9. Vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88);
10. Deliver five (5) hard copies and one (1) AutoCAD file of the topographic map to Parkhill, Smith & Cooper.

EXEMPTIONS:

The above scope of work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; title commitment; utility easement plats; metes and bounds description; soils investigation; subdivision plat; application fees; as-built survey; preparation of as-built plans; elevation certificate; sub-surface utility engineering; construction staking; staking of utility easements; subdivision plat; improvement plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation of SWPPP; EBID special use permit; Dona Ana County utility permit; NMDOT utility permit; representation through the Dona Ana County, EBID or NMDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within twenty-eight (28) calendar days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$3,600.00 plus New Mexico Gross Receipts Tax of \$217.00** per parcel for the above Scope of Work. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "**Parkhill Smith & Cooper Inc.**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Parkhill Smith & Cooper Inc.**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Isaac Camacho, R.P.L.S.
Survey Manager


Principal Approval

Attachment: (1) Other Terms & Conditions

AUTHORIZATION TO PROCEED

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____



ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.
Survey Manager

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

September 10, 2015

Via E-MAIL: mdyer@team-psc.com

Parkhill Smith & Cooper, Inc.
115 Griggs
Las Cruces, New Mexico 88001

Attn: Mr. Matt Dyer, P.E.

Re: 1.0 miles of water line route along the Opitz Road right-of-way adjacent to U.S.R.S. Tract 25-90, U.S.R.S. Tract 27-5 and U.S.R.S. Tract 27-21, in projected Section 22, Township 26 South, Range 3 East, N.M.P.M., from O'Hara Road to Joy Road northwest of Anthony, Dona Ana County, New Mexico
Proposal No. 2015-0916

Dear Mr. Dyer:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK:

1. Locate and measure the property corners for the subject tracts and the right-of-way monuments along the subject portion of Opitz Road;
2. Locate and measure the EBID Station marker for the Three Saints East Lateral nearest to the subject portion of Opitz Road;
3. Locate and measure the EBID benchmark nearest to the subsection portion of Opitz Road;
4. Perform a topographic and improvement survey of 1.0 miles of the Opitz Road right-of-way from O'Hara Road to Joy Road;
5. The survey shall extend twenty (20) feet beyond the west right-of-way line of Opitz Road and to the west top of ditch for the Three Saints East Lateral;
6. Set two (2) control points for use during construction;
7. Prepare a topographic map of the Opitz Road right-of-way from O'Hara Road to Joy Road;
8. Horizontal coordinates for the survey shall be based on the New Mexico State Plane Coordinate System and the North American Datum 1983 (NAD83);
9. Vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88);
10. Deliver five (5) hard copies and one (1) AutoCAD file of the topographic map to Parkhill, Smith & Cooper.

EXEMPTIONS:

The above scope of work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; title commitment; easement plats; metes and bounds descriptions; soils investigation; subdivision plat; application fees; as-built survey; preparation of as-built plans; elevation certificate; sub-surface utility engineering; construction staking; subdivision plat; improvement plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation of SWPPP; EBID special use permit; Dona Ana County utility permit; NMDOT utility permit; representation through the Dona Ana County, EBID or NMDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within twenty-one (21) calendar days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$5,600.00 plus New Mexico Gross Receipts Tax of \$339.00** for the above Scope of Work. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "**Parkhill Smith & Cooper Inc.**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Parkhill Smith & Cooper Inc.**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Isaac Camacho, R.P.L.S.
Survey Manager


Principal Approval

Attachment: (1) Other Terms & Conditions

AUTHORIZATION TO PROCEED

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.
Survey Manager

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

September 23, 2015

Via E-MAIL: mdyer@team-psc.com

Parkhill Smith & Cooper, Inc.
115 Griggs
Las Cruces, New Mexico 88001

Attn: Mr. Matt Dyer, P.E.

Re: 0.25 miles of water line route along the Par Two Lane right-of-way adjacent to U.S.R.S. Tract 25-92A, in projected Section 22, Township 26 South, Range 3 East, N.M.P.M., from Joy Road south, located northwest of Anthony, Dona Ana County, New Mexico
Proposal No. 2015-0939

Dear Mr. Dyer:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK:

1. Locate and measure the property corners for the subject tract and the right-of-way monuments along the subject portion of Par Two Lane;
2. Locate and measure the EBID Station marker for the Three Saints East Lateral nearest to the subject portion of Par Two Lane;
3. Locate and measure the EBID benchmark nearest to the subsection portion of Par Two Lane;
4. Perform a topographic and improvement survey of 0.25 miles of the Par Two Lane right-of-way from Joy Road south;
5. The survey shall extend twenty (20) feet beyond the east and west right-of-way lines of Par Two Lane;
6. Set two (2) control points for use during construction;
7. Prepare a topographic map of the Par Two Lane right-of-way from Joy Road south;
8. Horizontal coordinates for the survey shall be based on the New Mexico State Plane Coordinate System and the North American Datum 1983 (NAD83);
9. Vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88);
10. Deliver five (5) hard copies and one (1) AutoCAD file of the topographic map to Parkhill, Smith & Cooper.

EXEMPTIONS:

The above scope of work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; title commitment; easement plats; metes and bounds descriptions; soils investigation; subdivision plat; application fees; as-built survey; preparation of as-built plans; elevation certificate; sub-surface utility engineering; construction staking; subdivision plat; improvement plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation of SWPPP; EBID special use permit; Dona Ana County utility permit; NMDOT utility permit; representation through the Dona Ana County, EBID or NMDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within twenty-one (21) calendar days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$2,400.00 plus New Mexico Gross Receipts Tax of \$136.00** for the above Scope of Work. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "**Parkhill Smith & Cooper Inc.**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Parkhill Smith & Cooper Inc.**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Isaac Camacho, R.P.L.S.
Survey Manager


Principal Approval

Attachment: (1) Other Terms & Conditions

AUTHORIZATION TO PROCEED

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
ISAAC CAMACHO, R.P.L.S.
Survey Manager
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

September 23, 2015

Via E-MAIL: mdyer@team-psc.com

Parkhill Smith & Cooper, Inc.
115 Griggs
Las Cruces, New Mexico 88001

Attn: Mr. Matt Dyer, P.E.

Re: 0.25 miles of water line route along the Quarterhorse Road right-of-way adjacent to U.S.R.S. Tract 25-92A, in projected Section 22, Township 26 South, Range 3 East, N.M.P.M., from Joy Road south, located northwest of Anthony, Dona Ana County, New Mexico
Proposal No. 2015-0940

Dear Mr. Dyer:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK:

1. Locate and measure the property corners for the subject tract and the right-of-way monuments along the subject portion of Quarterhorse Road;
2. Locate and measure the EBID Station marker for the Three Saints East Lateral nearest to the subject portion of Quarterhorse Road;
3. Locate and measure the EBID benchmark nearest to the subsection portion of Quarterhorse Road;
4. Perform a topographic and improvement survey of 0.25 miles of the Quarterhorse Road right-of-way from Joy Road south;
5. The survey shall extend twenty (20) feet beyond the east and west right-of-way lines of Quarterhorse Road;
6. Set two (2) control points for use during construction;
7. Prepare a topographic map of the Quarterhorse Road right-of-way from Joy Road south;
8. Horizontal coordinates for the survey shall be based on the New Mexico State Plane Coordinate System and the North American Datum 1983 (NAD83);
9. Vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88);
10. Deliver five (5) hard copies and one (1) AutoCAD file of the topographic map to Parkhill, Smith & Cooper.

EXEMPTIONS:

The above scope of work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; title commitment; easement plats; metes and bounds descriptions; soils investigation; subdivision plat; application fees; as-built survey; preparation of as-built plans; elevation certificate; sub-surface utility engineering; construction staking; subdivision plat; improvement plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation of SWPPP; EBID special use permit; Dona Ana County utility permit; NMDOT utility permit; representation through the Dona Ana County, EBID or NMDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within twenty-one (21) calendar days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$2,400.00 plus New Mexico Gross Receipts Tax of \$136.00** for the above Scope of Work. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "**Parkhill Smith & Cooper Inc.**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Parkhill Smith & Cooper Inc.**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Isaac Camacho, R.P.L.S.
Survey Manager


Principal Approval

Attachment: (1) Other Terms & Conditions

AUTHORIZATION TO PROCEED

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
ISAAC CAMACHO, R.P.L.S.
Survey Manager
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

September 23, 2015

VIA E-MAIL: mdyer@team-psc.com

Parkhill Smith & Cooper, Inc.
115 Griggs
Las Cruces, New Mexico 88001

Attn: Mr. Matt Dyer, P.E.

Re: 0.9 miles of water line route along the Three Saints Road right-of-way adjacent to U.S.R.S. Tracts 25-100A, 25-100B, 25-100C and U.S.R.S. Tracts 27-8, 27-9, 27-10, 27-11, 27-12 and 27-13, in projected Section 21, Township 26 South, Range 3 East, N.M.P.M., from O'Hara Road to Joy Road northwest of Anthony, Dona Ana County, New Mexico
Proposal No. 2015-0917-REV

Dear Mr. Dyer:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK:

1. Locate and measure the property corners for the subject tracts and the right-of-way monuments along the subject portion of Three Saints Road;
2. Locate and measure the EBID Station marker for the Three Saints West Lateral nearest to the subject portion of Three Saints Road;
3. Locate and measure the EBID benchmark nearest to the subject portion of Three Saints Road;
4. Perform a topographic and improvement survey of the Three Saints Road right-of-way from O'Hara Road to Joy Road;
5. The survey shall extend twenty (20) feet beyond the west right-of-way line of Three Saints Road to the west top of ditch for the Three Saints West Lateral;
6. Set two (2) control points for use during construction;
7. Prepare a topographic map of the Three Saints Road right-of-way from O'Hara Road to Joy Road;
8. Horizontal coordinates for the survey shall be based on the New Mexico State Plane Coordinate System and the North American Datum 1983 (NAD83);
9. Vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88);
10. Deliver five (5) hard copies and one (1) AutoCAD file of the topographic map to Parkhill, Smith & Cooper.

EXEMPTIONS:

The above scope of work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; title commitment; easement plats; metes and bounds descriptions; soils investigation; subdivision plat; application fees; as-built survey; preparation of as-built plans; elevation certificate; sub-surface utility engineering; construction staking; subdivision plat; improvement plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation of SWPPP; EBID special use permit; Dona Ana County utility permit; NMDOT utility permit; representation through the Dona Ana County, EBID or NMDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within twenty-eight (28) calendar days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$6,400.00 plus New Mexico Gross Receipts Tax of \$380.00** for the above Scope of Work. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "Parkhill Smith & Cooper Inc." or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "Parkhill Smith & Cooper Inc." will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Isaac Camacho, R.P.L.S.
Survey Manager


Principal Approval

Attachment: (1) Other Terms & Conditions

AUTHORIZATION TO PROCEED

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

ISAAC CAMACHO, R.P.L.S.
Survey Manager

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

September 23, 2015

Via E-MAIL: mdyer@team-psc.com

Parkhill Smith & Cooper, Inc.
115 Griggs
Las Cruces, New Mexico 88001

Attn: Mr. Matt Dyer, P.E.

Re: 0.3 miles of water line route along the New Mexico State Highway No. 28 (NM 28) right-of-way adjacent to U.S.R.S. Tract 22-55, in projected Section 1, Township 26 South, Range 2 East and U.S.R.S. Tracts 24-4 and 24-5A, in projected Section 6, Township 26 South, Range 3 East, N.M.P.M., located along NM 28 from Mile Post 11.8 to Mile Post 12.1, located north of Chamberino, Dona Ana County, New Mexico
Proposal No. 2015-0914-REV

Dear Mr. Dyer:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK:

1. Locate and measure the property corners for the subject tracts and the right-of-way monuments along the subject portion of NM 28;
2. Locate and measure the Mile Post marker nearest to the subject portion of NM 28;
3. Perform a topographic and improvement survey of the entire NM 28 right-of-way from Mile Post 11.8 to Mile Post 12.1 (Veterans Road);
4. Perform a topographic and improvement survey of the entire Upper Chamberino Lateral right-of-way from its intersection with NM 28 for a distance of 0.1 miles southeast;
5. The survey shall extend twenty (20) feet beyond the subject right-of-way lines;
6. Set two (2) control points for use during construction;
7. Prepare a topographic map of the water line route from Mile Post 11.8 to Mile Post 12.1 and the subject portion of the Upper Chamberino Lateral;
8. Horizontal coordinates for the survey shall be based on the New Mexico State Plane Coordinate System and the North American Datum 1983 (NAD83);
9. Vertical coordinates for the survey shall be based on the North American Vertical Datum 1988 (NAVD88);
10. Deliver five (5) hard copies and one (1) AutoCAD file of the topographic map to Parkhill, Smith & Cooper.

EXEMPTIONS:

The above scope of work excludes the following: boundary survey; ALTA/ACSM Land Title Survey; title commitment; easement plats; metes and bounds descriptions; soils investigation; subdivision plat; application fees; as-built survey; preparation of as-built plans; elevation certificate; sub-surface utility engineering; construction staking; subdivision plat; improvement plans; preparation of Storm Water Pollution Prevention Plan (SWPPP); implementation of SWPPP; EBID special use permit; NMDOT utility permit; representation through the Dona Ana County, EBID or NMDOT and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within twenty-one (21) calendar days of receiving your written notice to proceed.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$3,200.00 plus New Mexico Gross Receipts Tax of \$190.00** for the above Scope of Work. Terms of payment and charges for any additional work will be done in accordance with the attached "Other Terms and Conditions." This proposal is valid for 60 days from the date above.

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either "**Parkhill Smith & Cooper Inc.**" or **Brock & Bustillos Inc.** by seven days written notice to the other. Upon termination, "**Parkhill Smith & Cooper Inc.**" will owe **Brock & Bustillos Inc.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Isaac Camacho, R.P.L.S.
Survey Manager


Principal Approval

Attachment: (1) Other Terms & Conditions

AUTHORIZATION TO PROCEED

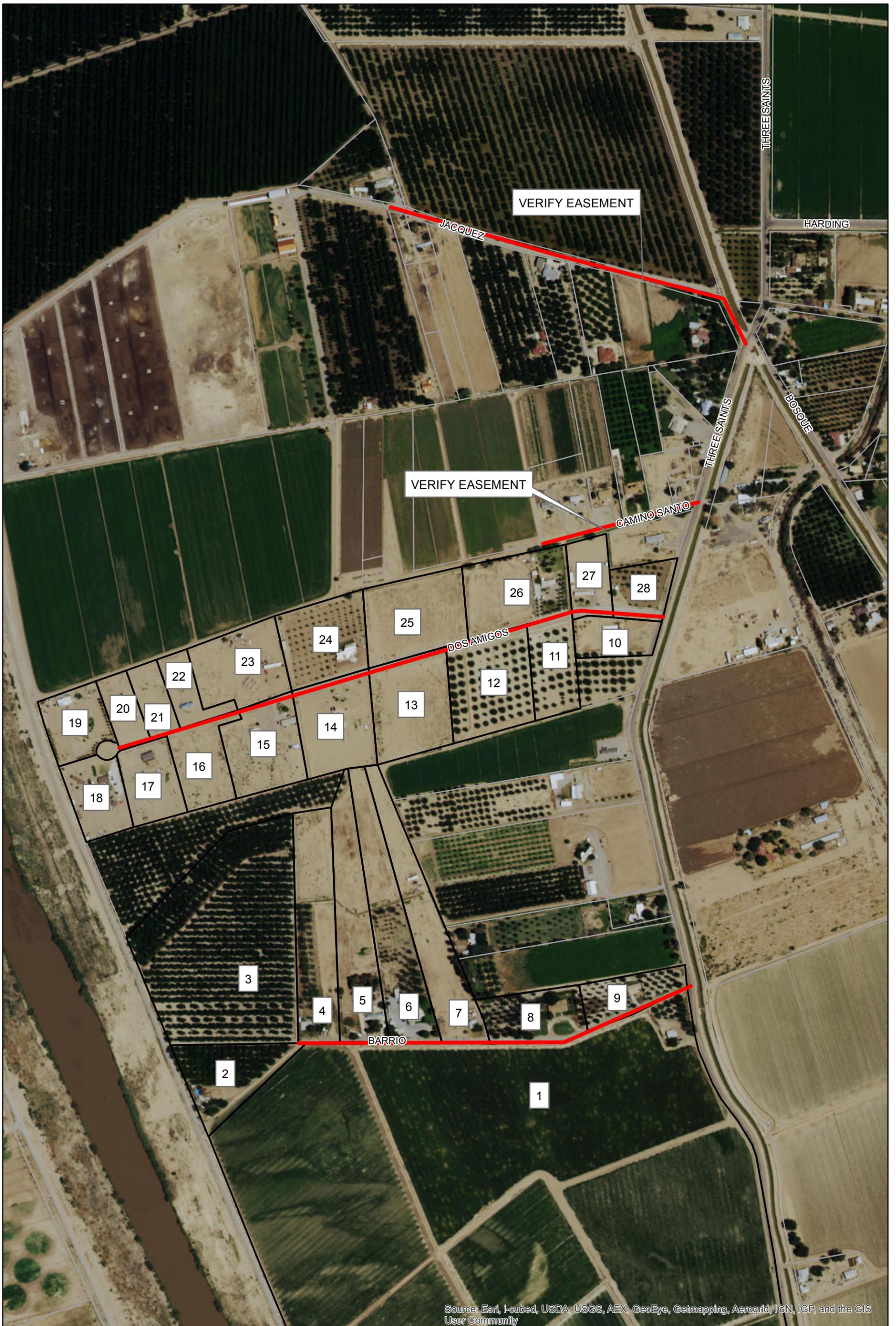
Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____



Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
 WATER EXTENSION PROJECT
 3 SAINTS AREA**



1 inch = 400 feet

Document Path: C:\Users\EPfeifer\Desktop\LRGW\3saints extra.mxd





Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
 WATER EXTENSION PROJECT
 BERINO AREA**



1 inch = 1,000 feet

Document Path: C:\Users\EPfeifer\Desktop\LRGW\BERINO AREA FOR SURVEY.mxd





AFTON

HIGHWAY 28

VETERANS

Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community



**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
WATER EXTENSION PROJECT
VETERANS AREA**



1 inch = 500 feet

Document Path: C:\Users\EPfeifer\Desktop\LRGW\VETERANS AREA FOR SURVEY.mxd



**Parkhill, Smith & Cooper, Inc. (PSC)
Proposed Scope of Engineering Services**

Lower Rio Grande Public Water Works Authority (LRGPWWA) – Water Line Extension Project

Project Description

The LRGPWWA has received Colonias Initiative Trust Fund (CITF) money to construct 6-inch and 8-inch water distribution pipeline extensions into the communities of La Mesa and Berino, New Mexico. This project will serve water to new customers in these two communities who are currently served by domestic well systems that are unreliable due to prolonged drought conditions and dropping groundwater table elevations.

PSC proposes an hourly with a maximum budgeted amount of \$136,329.00 (\$118,456.00 Hr/max + \$17,873.00 Reimbursable), plus GRT, for the following scope of services:

Task 4 – Construction Administration Services

1. Prepare for and conduct pre-construction meeting.
2. Generate pre-con meeting minutes and distribute to those in attendance.
3. Answer contractor requests for information (RFI's).
4. Submittal and shop drawing review.
5. Construction progress meetings on site. PSC will attend and conduct ~~bi-weekly~~ monthly construction progress meetings on site.
6. Field visits for Engineer to check in with RPR and contractor ~~a couple times~~ once per week to get project status, discuss project issues and determine efficient problem resolution.
7. Monthly project progress reports.
8. Review contractor applications for payment and forward to Owner/funding agency for processing.
9. Change orders and work directives.
10. Attend project substantial completion walk through.
11. Prepare certificate of substantial completion and project punchlist and submit to Owner and Contractor.
12. Obtain closeout documentation from Contractor and submit to Owner.
13. Attend final walk through to verify punchlist completion.
14. Prepare and issue certificate of final completion to Owner and Contractor.
15. Prepare record drawings and submit one CD containing electronic files of record drawings in both pdf and ACAD format.
16. Attend one year walk through with Owner to look for warranty issues.

Task 5 – Resident Project Representative (RPR)

1. Full time RPR from construction notice to proceed (NTP) through project substantial completion. The construction schedule is estimated to be 150 calendar days (5 months).
2. ~~Part~~ Quarter time RPR from project substantial completion through final completion (1 month).

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET (Billing Rates)



LOCATION CODE: 01
 PROJECT NAME: LRGPWWA Water Extensions
 JOB NO.: 01.5852.15
 TASK: 4CPS
 DATE: 10/01/15

FEE TYPE: Hourly Rate w/Max
 PREPARED BY: MD
 PRINCIPAL: MD
 PROJ. MANAGER: MD

MARKUP ON REIMB: 10.00%
 MARKUP ON DIRECTS: _____

<p>TOTAL FEE: <u>\$136,329</u></p> <p>LABOR: <u>\$118,456</u></p> <p>REIMBURSABLE CONSULTANTS: <u>\$15,950</u></p> <p>REIMBURSABLE EXPENSES: <u>\$1,923</u></p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: _____</p>	<p>LABOR: <u>\$118,456</u></p> <p>DIRECTS: _____</p> <p>SUBTOTAL: <u>\$118,456</u></p> <p>REIMB. <u>\$17,873</u></p> <p>TOTAL FEE: <u>\$136,329</u></p>
---	--

LABOR BUDGETS:

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Sector/Team Leader Civil/Struct	X3	PL VI	25	\$190.00	\$4,750
Eng III-1 Civil/Struct	Y3	PL III	85	\$118.00	\$10,030
CADD III	E5	SS III	19	\$86.00	\$1,634
Project Assistant (PASS) EL	P6	SS II	39	\$78.00	\$3,042
RPR III	R2	PL III	900	\$110.00	\$99,000

FEE ESTIMATING SHEET		PROJECT: LRGPWWA Water Extensions		JOB NO.: 01.5852.15		TASK: 4CPS		
SALARY		Discipline, Title, Labor Code, Rates						
Staff Initials (optional) -->		1	2	3	4	5	6	7
Staff Discipline -->		MD	DR	EP	JT			
Sector/Team Leader		Civil_Struct	Civil_Struct	CADD_PASS_Clerical	CADD_PASS_Clerical	RPRs_Techs		
Staff Title -->		Civil/Struct	Eng III-1	CADD III	Project Assistant (PASS) EL	RPR III		
Support Staff (SS) or Professional Level (PL) -->		PL VI	PL III	SS III	SS II	PL III		
Labor Code -->		X3	Y3	E5	P6	R2		
Billing Rate -->		\$190.00	\$118.00	\$86.00	\$78.00	\$110.00		
TASK	Trips							TOTAL
Task 4 - Construction Phase								
1. Precon	1	2	2	1				
2. Minutes			1		1			
3. RFI's		2	4	2	4			
4. Submittals		2	8		8			
5. Progress meetings 1/mo x 5mo x 2hr/mtg	5	2	10		8			
6. Field visits (2hr/wkx20wks)	20		40					
7. Monthly reports		5						
8. Pay apps			5		4			
9. CO's		1	4		2			
10. SC walk	1	4	4		1			
11. Cert. SC		2			1			
12. Closeout docs			1		6			
13. Final walk	1	2	2					
14. Cert. FC		2	4	16	2			
15. RD's		2			2			
16. One year walk	1	1						
Task 5 - RPR								
Full time RPR 5mo NTP-SC	107					857		
Quarter time RPR SC-FC	12					43		
BUDGET SUBTOTALS:		HOURS/ Trips - 148	25	85	19	39	900	1068
SALARY			\$4,750	\$10,030	\$1,634	\$3,042	\$99,000	\$118,456

FEE ESTIMATING SHEET		PROJECT: LRGPWVA Water Extens JOB NO. 01.5852.15		TASK: 4CPS	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant (Geotech, CMT, TAB, etc.)				Amec CMT budget	\$8,500
516 Surveying Consultant				Brock & Bustillos QC survey budget	\$6,000
518 Other Consultant - Kitchen / Food Consultant					
518 Other Consultant - Acoustical Consultant					
518 Other Consultant - AV/IT Consultant					
518 Other Consultant					
TOTAL REIMBURSABLE CONSULTANTS					\$14,500
REIMBURSABLE EXPENSES					
521 Travel					
Motel	Days @	Men @	/Man-day	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage	20 Miles @	\$0.560 @	148 Trips	=	\$1,657.60
					SUBTOTAL
					\$1,658
522 Reproductions					
Blackline / Color Plots					
34" x 22"	31	Shts @	\$2.50 /Sht @	1 Sets =	\$77.50
36" x 24"		Shts @	\$2.75 /Sht @	Sets =	
42" x 30		Shts @	\$3.25 /Sht @	Sets =	
Other		sf @	\$0.55 /sf @	Sets =	
Mounting Foam Board					
		Boards @	\$10.00 /ea @		
Printing:					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W		Originals @	\$0.09 /Sht @	Sets =	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @	Sets =	
11" x 17" B&W		Originals @	\$0.18 /Sht @	Sets =	
11" x 17" Color		Originals @	\$1.05 /Sht @	Sets =	
Binding Cost		Sets @	\$2.00 /Set	=	
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file					
Burn to CD/DVD	1	CD/DVD @	\$13.50 /each	=	\$13.50
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
					SUBTOTAL
					\$91
523 Models/Renderings/Photos					
		Shots @	/Shot		
524 Telephone					
		Calls @	/Call		
525 Meals					
		Days @	Men @	/Man-day	
526 Field Supplies					
528 Postage					
		Mailings @	/Mailing (Standard)		
		Mailings @	/Mailing (Overnight)		
530 Misc Reimbursable Exp					
532 Temporary Personnel					
536 Field Equip Rental					
539 TDLR Review / Inspection Fees					
543 NM Gross Receipt Tax					
TOTAL REIMBURSABLE EXPENSES					\$1,749

~~Attachment IV (N/A)~~

~~Agreement for Engineering Services~~

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

~~A. Scope~~

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

~~C. Schedule of time to complete work~~



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sanford & Tatum Insurance Agency 6303 Indiana Ave. P.O. Box 64790 Lubbock TX 79464		CONTACT NAME: Dee Bartlett PHONE (A/C, No. Ext): (806)792-5564 FAX (A/C, No): (806)792-9344 E-MAIL ADDRESS: bartlettdd@sanfordtatum.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A Hanover Lloyd's Insurance Co.	NAIC # 41602
INSURED		INSURER B Allmerica Financial Benefit	41840
Parkhill, Smith & Cooper, Inc. 4222 85th Street Lubbock TX 79423		INSURER C Hanover Insurance Company	22292
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15/16

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ZLD-A743628-00	9/30/2015	9/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AWD-A743641-00	9/30/2015	9/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHD-A743616-00	9/30/2015	9/30/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W2D-A717468-00	9/30/2015	9/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: WATERLINE EXTENSION; THE GENERAL LIABILITY & AUTO POLICIES INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. THE GENERAL LIABILITY, AUTO & WORKERS COMP POLICIES INCLUDE A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES IT. THE GENERAL LIABILITY & WORKERS' COMP. POLICIES INCLUDE A NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT PROVIDING FOR 30 DAYS ADVANCE NOTICE IF THE

CERTIFICATE HOLDER

CANCELLATION

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY ATTN: KAREN NICHOLS 325 HOLGUIN RD, BOX C VADO, NM 88072	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Douglas Sanford/DAB
--	--

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COMMENTS/REMARKS

POLICY IS CANCELED BY THE COMPANY OTHER THAN FOR NONPAYMENT OF PREMIUM, 10 DAYS NOTICE AFTER THE POLICY IS CANCELED FOR NONPAYMENT OF PREMIUM. NOTICE IS SENT TO CERTIFICATE HOLDERS WITH MAILING ADDRESSES ON FILE WITH THE AGENT OR THE COMPANY. THE ENDORSEMENT DOES NOT PROVIDE FOR NOTICE OF CANCELLATION IF THE NAMED INSURED REQUESTS CANCELLATION.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joseph A Bryant	
	PHONE (A/C, No. Ext): (214) 503-1212	FAX (A/C, No): (214) 503-8899
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: XL Specialty Insurance Company		37885
INSURED Parkhill, Smith & Cooper, Inc. 4222 85th St. Lubbock TX 79423	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 27726

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability		Y	DPR9720890	1/10/2015	1/10/2016	Per Claim \$ 2,000,000 Annual Aggregate \$ 4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation is in favor of the certificate holder on all policies.

CERTIFICATE HOLDER

Lower Rio Grande Public Water Works Authority
 Attn: Karen Nichols
 325 Holguin Rd. Box C

 Vado NM 88072

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road Box C

Vado, New Mexico 88072

(575) 571-3628

www.LRGauthority.org

Lower Rio Grande Public Water Works Authority Nondiscrimination Statement

The Lower Rio Grande Public Water Works Authority (LRGPWWA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact LRGPWWA Customer Service at 575-233-3947.

To file a complaint of discrimination, write General Manager, LRGPWWA, P.O. Box 2646, Anthony NM 88021-2646 or call ~~575-571-3628~~ [575-233-5742 ext. 120](tel:575-233-5742), or if the complaint is against the General Manager, contact the [Board Chairperson at P.O. Box 2646, Anthony NM 88021-2646 or call 575-233-5742 to leave a call-back for the Board Chairperson.](tel:575-233-5742)

LRGPWWA is an equal opportunity provider and employer.

Declaración de no discriminación de La Autoridad de Aguas Publicas de Lower Rio Grande

La Autoridad de Aguas Publicas de Lower Rio Grande (LRGPWWA) prohíbe la discriminación en todos sus programas y actividades sobre la base de raza, color, origen nacional, edad, discapacidad y donde aplique, sexo, estado civil, situación familiar, estado parental, religión, orientación sexual, información genética, creencias políticas, represalia, o porque todo o parte de los ingresos de un individuo sea de cualquier programa de asistencia pública. (No todas las bases prohibidas aplicarán a todos los programas). Las personas con discapacidad que necesitan medios alternativos para la comunicación de información de los programas (Braille, letra grande, audio, etc.) deben comunicarse con el servicio al cliente de LRGPWWA al 575-233-3947.

Para presentar una queja de discriminación, diríjase al Gerente General, LRGPWWA, P.O. Box 2646, Anthony NM 88021-2646 o llame al ~~575-571-3628~~ [575-233-5742 ext. 120](tel:575-233-5742), o si la queja es contra el Gerente General, póngase en contacto con el [Presidente de la Junta en P.O. Box 2646, Anthony NM 88021-2646 o llame al 575-233-5742 para que el Presidente de la Junta se puede poner en contacto con usted.](tel:575-233-5742)

LRGPWWA es un empleador y proveedor de oportunidades iguales.

6. Employees should be retained on the basis of the adequacy of their performance, inadequate performance should be corrected, and employees should be separated who cannot or will not improve their performance to meet required standards.
7. Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance.
8. Employees should be
 - a. protected against arbitrary action, personal favoritism, or coercion for partisan political purposes, and
 - b. prohibited from using their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for election.
9. Employees should be protected against reprisal for the lawful disclosure of information which the employees reasonably believe evidences
 - a. a violation of any law, rule, regulation, or
 - b. mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Role of the Board of Directors

The Board of Directors of the Lower Rio Grande Public Water Works Authority is a governing body and does not participate in hiring, directing, overseeing, evaluating, addressing grievances or terminating the employment of any employee except the General Manager. This Employee Policy Manual is developed and implemented by Management.

2. Employment

2.01. Equal Opportunity Statement

It is the policy of the Authority that there shall be no discrimination based upon race, national origin, color, religion, gender, disability, medical condition, veteran status, sexual orientation, age, or any other status protected by Federal, State, or Local law in any personnel action, including recruitment, appointment, performance evaluation, promotion, the granting of leaves, and any disciplinary or grievance action.

The Authority employs persons having the best available skills to efficiently provide high quality service to the public.

The Authority makes reasonable accommodations for qualified persons with disabilities. The Authority is built upon teamwork and equal opportunity. Any questions or concerns relating to equal employment opportunities should be directed to the Human Resources Specialist.

2.02 Drug Free Workplace

The Authority hereby notifies all employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol is prohibited in Authority workplaces or vehicles.

All individuals who are offered a full-time, temporary or part-time employment in a position which entails the operation of Authority vehicles and/or equipment shall be required to submit to a pre-employment alcohol and controlled substance test at Authority expense. All employees shall be required to submit to subsequent random alcohol and controlled substance testing, and testing following any on the job

accident or injury. The drug & alcohol and controlled substance testing will be conducted at a facility selected by the Authority.

Candidates will be denied employment with the Authority if their test results are confirmed positive for drugs and alcohol. Applicants shall be informed in writing if they are rejected on the basis of a confirmed positive drug and alcohol test result.

If an employee's positive test result has been confirmed or if an employee has been determined to have engaged in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, or use of alcohol or illegal drugs in the workplace, the employee is subject to corrective-disciplinary action up to and including termination. Factors to be considered in determining the appropriate corrective disciplinary response include the employee's work history, length of employment, current job performance, and the existence of past corrective disciplinary actions.

2.03 Outside Employment

No Authority employee shall be permitted to accept employment in addition to or outside of Authority service if:

The additional or outside employment leads to a conflict, or potential conflict of interest for said employee; or,

The duties to be performed in the additional or outside employment create a conflict between the Authority and the outside employer; or

The nature of the additional or outside employment is such that it will reflect unfavorably on the Authority.

An employee who does have additional or outside employment shall not be permitted to use Authority records, materials, equipment, facilities, or other Authority resources in connection with said employment.

Permission for outside employment must be preauthorized by the General Manager. A copy of the request and approval must be kept as a part of the employee's personnel record.

2.04 Continuity of Service

For probationary and regular employees in all classifications, length of continuous service with the Authority will be used as the basis for determining benefits such as sick leave and annual leave. Length of continuous service will also be one of the considerations in promotions, demotions and layoffs.

Continuity of an employee's service will not be broken by absence for the following reasons, and his/her length of service will accrue for the period of such absence:

Absence by reason of industrial disability;

Authorized absence without pay for less than 30 days in a calendar year; or,

Authorized absence without pay in excess of 30 days in a calendar year with prior permission of the General Manager; or,

Absences governed by applicable state and/or federal laws such as military or National Guard service.



www.LRGauthority.org

LOWER RIO GRANDE

Public Water Works Authority

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

Random Testing Selection Procedure

All employees as per Section 2.02 of the LRGPWWA Employee Policy Manual shall be subject to controlled substance and alcohol testing on an unannounced and random basis. The primary purposes of unannounced random testing are to deter unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol which may affect work performance or safety, and to ensure a drug free workforce.

Random Testing will be conducted on a quarterly basis throughout the year: (January-March); (April-June); (July-September); and (October-December).

2 employees will be randomly selected per Quarter for testing. LRGPWWA Employee Identification numbers will be used for selection purposes. No advance warning will be given to employees regarding the dates and times of random testing.

Employees must remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing.

Employees shall be selected for testing by using a computer-based random number generator located on the Internet at <http://www.randomnumbergenerator.com>. In addition the computer-based random number generator will be used to select the Month and Date of Random Testing for the next Quarter prior to the selection for testing. Should the date selected by the computer-based random number generator fall on a Weekend or Holiday, additional selections will be conducted until date selected is a regularly scheduled workday.

The Selections for Employees, Month and Date shall be witnessed by three LRGPWWA staff, one which shall be the General Manager. All three shall sign the Random Testing Selection Procedure form indicating they witnessed the computer-bases number generator selection.

_____		_____	
Employee #1 Selected		Employee #2 Selected	
Witness_____	Name_____	Date_____	
Witness_____	Name_____	Date_____	
Witness_____	Name_____	Date_____	
Next Testing Month_____		Next Testing Date_____	