



**LOWER RIO GRANDE**  
Public Water Works Authority

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

www.LRGauthority.org

**Sign In Sheet**

Page 1 of 1

Date: 6-15-22

Time: 9:00 am

Places: La Mesa Office

Event: Regular Board Mtg.

SIGNATURE	Print Name, Title, Company	Contact Information Phone Number	Email Address
	José R. EVARAZ LRG PWWA	575 618 0182	PAPAYOL @ YAHOO .com
	MARTIN LOPEZ LRG PWWA	575 571 3628	martin.lopez@lrgauthority.org
	John Schroder LRG PWWA	575-233-5742	JOHN.SCHRODER@lrgauthority.org
	Karen Nichols LRG PWWA	915 203 2057	Karen.nichols@lrgauthority.org
	Kathi Jackson <sup>Finance Manager</sup> LRG PWWA	(575) 640-4330	Kathi.jackson@lrgauthority.org
	Mike Lopez LRG PWWA	(575) 638-3921	mike.lopez@lrgauthority.org
Tiffany Zoom	Tiffany Godsey SCCG	575-740-2926	
Tyler Zoom	Tyler Hopkins Bohannon-Huston	575-532-2670	Bohannon Huston Inc.
P Charles	paty.charles@lrgauthority.org	575-233-5742 ext 1021	
Glory Suarez	Glory Suarez LRG PWWA		glorysuarez@gmail.com
Espy Hahn	Espy Hahn LRG PWWA		Espy@D.com

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Draft Minutes —REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, June 15, 2022 AT THE LA MESA OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or [board@LRGauthority.org](mailto:board@LRGauthority.org) for information, assistance, online meeting link, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at [www.LRGauthority.org/noticesavisos.html](http://www.LRGauthority.org/noticesavisos.html)

- I. **Call to Order, Roll Call to Establish Quorum:** Board Chair called the meeting to order at 9:18 a.m. Mr. P. Smith representing District #1 was present at 9:40 am via Zoom, District #2 is vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was present, District # 5 is vacant, Mrs. Juarez representing District #6 was present, Mr. F. Smith representing District #7 was present at 9:20 a.m. via Zoom. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Kathi Jackson Finance Manager, Accounting Assistant John Schroder and Operations Manager Mike Lopez. Guests present via Zoom were Tiffany Goolsby with SCCOG and Tyler Hopkins with Bohannon Huston Inc.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by General Manager Martin Lopez
- III. **Motion to approve Agenda:** Mrs. Juarez made the motion to approve the agenda and Mr. Evaro seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on May 18, 2022:** Mrs. Juarez made the motion to approve the minutes for Regular Board Meeting on May 18, 2022. Mr. Evaro seconded the motion, the motion passed with all in favor.
- V. **Presentations: Infrastructure Capital Improvements Plan for 2024-2028:** Ms. Goolsby from SCCG said this plan is for 2024-2028 it starts July 2023. The deadline to adopt and submit is July 15, 2022. Ms. Nichols thanks Ms. Goolsby for all her work on the ICIP. The plan has not changed much the South Valley & East Mesa Water System improvement projects are the first two on the list. Third is the Central Operations Facility, which is under construction. We will need additional funding for items that were not covered by the funding available. Fourth is the Brazito Sewer Project we will be looking for additional funding on this project too. Fifth is Contamination Removal Facilities & Equipment. We will be moving some equipment from Valle De Rio to the well at Desert Sands for treatment of water. #6 is Information Technology Standardization. #7 is Looping Project, #8 is 40-year Water Plan Update, #9 is Water Rights Purchase, #10 is Heavy Equipment Purchase, #11 is Water Master Plan, #12 is Light Equipment Purchase, #13 is Water Line Extensions to Unserved Areas and #14 is Green Projects. Ms. Nichols said that we were unable to hold public input meetings for the ICIP due to the deadline being moved up from mid-September to mid-July. The board needs to adopt the plan immediately because Ms. Goolsby already had a vacation scheduled in July and needs to submit the ICIP and board resolution prior to the July board meeting.
- A. **Public Comment for ICIP:** Ms. Nichols asked if there was anyone in attendance who wanted to provide public comment for the ICIP. There was no one from the public in attendance to provide public comment for the ICIP.

**VI. Public Input: None**

**VII. Managers' Reports**

- A. General Manager:** Mr. Lopez provided a written report and stood for questions. Water Audit data has been submitted to Environment Department (DWB) along with current user rate information. Attorney is working on submitting the Combine and Commingle application for Brazito & South Valley water rights. Two BLM Permits are in the process of being submitted renewal of DP 915 (Organ Lagoons) has been submitted to the Environment Department (GWB). One employee had resigned and the day before our board meeting an additional employee gave his resignation.
- B. Operations:** Mr. Lopez provided a written report and stood for questions. All CCR's for the East Mesa, South Valley, High Valley, Valle Del Rio, Alto De las Flores and Talavera are complete and approved by NMED. They went out earlier that last year. Water production was 56.85 million gallons very close to the amount same time last year of 57.68 million gallons.
- C. Finance:** Ms. Jackson provided a written report and stood for question. Revenues for period ending May 31, 2022 were \$318,089.47 we exceeded our budget in revenue and we still have a month to go. Expenses were \$282,155.28 which is still under budget for the year, so we had a surplus. Mrs. Holguin said she appreciates the reports provided by the finance department they are easy to ready.
- D. Projects:** Ms. Nichols provided a written report and stood for questions. Several Projects are under construction currently. Mrs. Holguin said she got a couple of calls regarding the progress of the new office building. They wanted to know when it would open and why it was taking so long. Ms. Nichols said there is a large amount of earth work that has been done. Mr. Mike Lopez said the metal for one of the buildings has to be made in the USA. Ms. Nichols said we are going to have a newsletter going out soon to include Project updates, CCR information and Rate increase information.

**VIII. Unfinished Business: None**

**IX. New Business**

- A. Motion to adopt Resolution #FY2022-19 Adopting an ICIP for FY2024-2028:** Mrs. Juarez made the motion to adopt Resolution #FY2022-19 adopting an ICIP for FY2024-2028. Mr. Evaro seconded the motion, the motion passed with all in favor. Mr. P. Smith attended the meeting at 9:40 via Zoom Meetings.
- B. Motion to adopt Resolution #FY2022-20 Open Meetings Act (which includes the Board of Directors Regular Board Meeting Schedule):** Ms. Nichols and Ms. Charles worked on updating the Open Meetings Act resolution with the latest information. The schedule for the meetings includes 3 meetings out of the total 12 being held at the East Mesa Office. East Mesa customers are ¼ of our total customers, so ¼ of the meeting (3 meetings) will be held at the East Mesa Office. Ms. Charles indicated that the November and December meetings will be held on the second Wednesday due

to the holidays. Mrs. Juarez made the motion to adopt Resolution #FY2022-20 Open Meetings Act. Mr. Evaro seconded the motion, the motion passed with all in favor.

**C. Motion to authorize Chair to transfer a 50x50' property in Berino from the Berino MDWC & MSWA to the Lower Rio Grande Public Water Works Authority:** Mr. Lopez said that USDA is requiring us to get surveys for properties in order to get the Funding closing for Berino Well Project and Mesquite Brazito Sewer Project. As part of the research that was done, we found that the original Berino well site a 50 x 50 property was not transferred from Berino MDWC & MSWA to the LRGPWWA along with the larger parcel around this site, which was previously transferred. Mrs. Juarez made the motion to authorize Chair to transfer a 50 x 50' property in Berino from the Berino MDWC & MSWA to the LRGPWWA. Mr. Evaro seconded the motion, the motion passed with all in favor.

**D. Motion to adopt Resolution #FY2022-21 Adopting Interim Budget for FY2023:** Ms. Jackson she took last years budget and added a 5% increase to this one. Mr. Lopez said we are looking at Planning Grants for cleaning and inspection of our tanks and Planning Grants for Organ & Mesquite system upgrades. As well as items identified as needed by the Water Audit. Mrs. Juarez made the motion to adopt Resolution #FY2022-21 adopting Interim Budget for FY2023. Mr. Evaro seconded the motion, the motion passed with all in favor.

**E. Motion to approve On-Call Engineering Services Agreement with Bohannon Huston, Inc.:** Ms. Nichols said this is one of 2 On-Call Engineering Service Agreements we awarded. We do not have the agreement for the other Firm yet. Any work done will be done by Task Orders. Mr. Hopkins said it was a pleasure to work with LRGPWWA for the past 4-5 years. Thank everyone for the opportunity to continue to work with LRGPWWA. Mrs. Juarez made the motion to approve On-Call Engineering Service Agreement with Bohannon Huston, Inc. Mr. Evaro seconded the motion, the motion passed with all in favor.

**X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, July 20, 2022 at the La Mesa Office.**

**A.** Have any Board Members participated in training? If so, please give us a copy of your certificate

**B.** Motion to adopt Resolution Adopting 4<sup>th</sup> Quarter Budget

**C.** Motion to adopt Resolution Adopting Budget Adjustments

**D.** Motion to adopt Resolution Approving and Adopting the Final Budget for FY-2022

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

These minutes will be presented to the board for approval on the 20<sup>th</sup> Day of July, 2022 at a regular meeting of the Board of Directors:

SEAL:

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Esperanza Holguin, Board Chair

Attest:

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Joe Evaro, Secretary

DRAFT

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

**9:00 a.m. Wednesday, June 15, 2022 AT THE LA MESA OFFICE & ONLINE VIA ZOOM**

Contact us at 575-233-5742 or [board@LRGauthority.org](mailto:board@LRGauthority.org) for information, assistance, online meeting link, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at [www.LRGauthority.org/noticesavisos.html](http://www.LRGauthority.org/noticesavisos.html)

- I. Call to Order, Roll Call to Establish Quorum: Mr. P. Smith \_\_\_\_\_ (District #1), Vacant (District #2), Mr. Evaro \_\_\_\_\_ (District #3), Mrs. Holguin \_\_\_\_\_ (District #4), Vacant (District # 5), Mrs. Juarez \_\_\_\_\_ (District #6), Mr. F. Smith \_\_\_\_\_ (District #7)
- II. Pledge of Allegiance
- III. Motion to approve Agenda
- IV. Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on May 18, 2022
- V. Presentations: Infrastructure Capital Improvements Plan for 2024-2028
  - A. Public Comment for ICIP
- VI. Public Input: 3 minutes per person
- VII. Managers' Reports
  - A. General Manager
  - B. Operations
  - C. Finance
  - D. Projects
- VIII. Unfinished Business
- IX. New Business
  - A. Motion to adopt Resolution #FY2022-19 Adopting an ICIP for FY2024-2028
  - B. Motion to adopt Resolution #FY2022-20 Open Meetings Act (which includes the Board of Directors Regular Board Meeting Schedule)
  - C. Motion to authorize Chair to transfer a 50x50' property in Berino from the Berino MDWC & MSWA to the Lower Rio Grande Public Water Works Authority
  - D. Motion to adopt Resolution #FY2022-21 Adopting Interim Budget for FY2023
  - E. Motion to approve On-Call Engineering Services Agreement with Bohannon Huston, Inc.
- X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, July 20, 2022
  - A. Have any Board Members participated in training? If so, please give us a copy of your certificate

## **XI. Motion to Adjourn**

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

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

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Minutes —REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, May 18, 2022 ONLINE VIA ZOOM

Contact us at 575-233-5742 or [board@LRGauthority.org](mailto:board@LRGauthority.org) for information, assistance, online meeting link, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at [www.LRGauthority.org/noticesavisos.html](http://www.LRGauthority.org/noticesavisos.html)

- I. **Call to Order, Roll Call to Establish Quorum:** Board Chair called the meeting to order at 9:30 a.m. Mr. P. Smith representing District #1 was present, District #2 is vacant, Mr. Evaro representing District #3 was absent, Mrs. Holguin representing District #4 was present, District # 5 is vacant, Mrs. Juarez representing District #6 was present, Mr. F. Smith representing District #7 was absent. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson, Accounting Assistant John Schroder and Operations Manager Mike Lopez. Guest present were Martha Ortiz and Gina Carrion from Frank X Spencer & Associates, Inc.
- II. **Pledge of Allegiance:** postponed due to online meeting
- III. **Motion to approve Agenda:** Mrs. Juarez made the motion to approve the agenda and Mr. P Smith seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board meeting on April 20, 2022 and minutes for Special Board meeting on May 5, 2022.** Mr. P Smith made the motion to approve the minutes from Regular Board Meeting on April 20, 2022 and minutes for Special Board Meeting on May 5, 2022. Mrs. Juarez seconded the motion, the motion passed with all in favor.
- V. **Presentations:** none
- VI. **Public Input:** none
- VII. **Managers' Reports**
  - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. BLM permits for the first 5 LRG system have become due, they are 10-year permits. We have had major issues with our Server/Internet for the last two weeks. He authorized Mr. Schroder to purchase a new server and a backup. They should be in, in a couple of months. He thanked Mr. Schroder for coordinating between us and the IT team to get us back running.
  - B. **Operations:** Mr. Lopez provided a written report and stood for questions. Production was down by 2.24 million gallons. From same time last year.
  - C. **Finance:** Ms. Jackson provided a written report and stood for questions. Revenue was \$197,359.43 and expenses of \$286,126.74. We getting towards the end of the quarter and have paid off some stuff. We had a big adjustment; it is on the first page. The adjustment was due to over charging the Berino School for water usage. The meter readings were wrong and cause us to



over charge. We also had some inventory adjustments but we are still on track we will have the interim budget for the Board at the next board meeting. Mr. Mike Lopez said the meter at the Berino School was faulty and was providing wrong numbers, it was replaced.

- D. Projects:** Ms. Nichols did not provide a written report, but stood for questions. She did not have time to prepare the report for this month. As of end of day yesterday we gained access to our grant funds on the South Valley Water Supply and treatment Project. We had been scheduled to close on the RD Loan Funds, normally we have to spend those funds first. There was an issue with the title policy we are still working to get it resolved. Two pay apps have been submitted and we only have funding available for about half of the first one. We should receive funds in the next few days from RD for the South Valley Water Supply & Treatment Project. We anticipate the same title policy issues with the Sewer Project 2, which just started construction. Just received amendments from Bohannon Huston on both projects to prepare plats on some of the properties that did not have them. RD had new requirements on title policies and she has spent a lot of time on this issue. We are kicking off the ICIP today, we got a really short deadline. The ICIP will be ready for the board's approval at our next board meeting.

**VIII. Unfinished Business:** none

**IX. New Business**

- A. Motion to approve RFP Committee Report and select Engineering Firms for On Call Services:** Mr. P Smith made the motion to approve RFP Committee Report and select Engineering Firms for on Call Services. Mrs. Juarez seconded the motion, the motion passed with all in favor. Mrs. Holguin said the committee recommendation was to select two firms the 2 with the highest scores. The top scoring and selected firms were Souder, Miller & Associates and Bohannon Huston, Inc. Ms. Nichols wanted to acknowledge and thank Mrs. Ortiz and Mrs. Carrion from Frank X Spencer & Associates. We appreciate their participation and their attendance at this meeting. This is the first time they participate in one of our RFP's.
- B. Motion to authorize RFP for Waste Water System Improvements Project:** Mrs. Juarez made the motion to authorize RFP for Waste Water System Improvements Project. Mr. P Smith seconded the motion, the motion passed with all in favor. Mr. Lopez said this RFP relates to the Organ facility which is now approximately 40 years old and needs upgrades and the Mesquite Proper Area.
- C. Discuss return to in-person meetings:** Mrs. Holguin asked the board members present if they were interested in going back to in-person meetings, Mrs. Juarez and Mr. P Smith both agreed they would go back to in-person meetings. Mrs. Holguin said she would like to see us use one or two places for the meetings until we get moved in to our new office. Mr. Lopez said we would have to update the Open Meetings Act Resolution to identify the number of locations the board meetings will be held at. It will be on the agenda for next months meeting, the changes could be made at that time. Ms. Nichols said we can continue sending out the Zoom meeting invitation for those people who cannot attend in person. Our June 15<sup>th</sup> meeting will be held at the La Mesa office at 9:00 a.m.

**X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, June 15, 2022**

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

**B. Motion to adopt Resolution #FY2021-19 Open Meetings Act Compliance (which includes the BoD Regular Board Meeting Schedule)**

**XI. Motion to Adjourn:** Mrs. Juarez made the motion to adjourn the board meeting at 9:54 a.m. Mr. P Smith seconded the motion, the motion passed with all in favor.

**These minutes will be presented to the board for approval on the 15<sup>th</sup> Day of June, 2022 at a regular meeting of the Board of Directors:**

**SEAL:**

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Esperanza Holguin, Board Chair

Attest:

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Joe Evaro, Secretary

**LRGPWWA**  
**Manager's Report**  
**June 15, 2022**

- Water Audit data has been submitted to Environment Department (DWB) along with current user rate information
- Brazito water rights “Extension of Time to perfect an Appropriation” has been submitted to the NM Office of the State Engineer
- Attorney is working on submitting the Combine and Commingle application for the Brazito and South Valley water rights
- Renewal of 2 BLM permits is in the process of being submitted
- Renewal of DP 915 (Organ Lagoons) has been submitted to the Environment Department (GWB)
- State of New Mexico Commissioner of Public Lands: Business Lease No. BL-2056 (Organ Lagoons) renewal application is being prepared for submission
- An employee resigned from the Finance Department

# Summary of Lower Rio Grande Public Water Works Authority 2021 Water Audits

PWS ID: NM3512007

## East Mesa Service Area

	Organ	Butterfield Pk	Total	% of Total Connections	Organ	Butterfield Pk
1 # of Water Connections	432	369	801	15.69%	8.46%	7.23%
				% of Total Usage		
2 # of Commercial/other Water Connections	14	15	29			
3 # of Residential Sewer Connections	127	0	127		7.45%	5.84%
4 # of Commercial/other Sewer Connections	18	0	18			
				% of Total Production		
5 Water Production for July 2020	4,210,800	4,274,000	8,484,800	13.79%	6.99%	6.79%
6 Water Production for calendar 2020	43,035,400	41,811,000	84,846,400			
7 Apparent Losses	1,357,000	1,065,000	2,422,000			
8 Real Losses	3,067,000	13,233,000	16,300,000			
				% of Total Sales		
9 Non-Revenue Water	7,523,000	14,376,000	21,899,000	10.74%	6.06%	4.69%
10 Data Validity Score	57	56				

PWS ID: NM3513607

### Valle Del Rio Service Area

	Valle Del Rio		Total	% of Total Connections
1 # of Water Connections	95		95	1.86%
2 # of Commercial/other Water Connections	0	0	0	% of Total Usage
3 # of Residential Sewer Connections	0	0	0	1.96%
4 # of Commercial/other Sewer Connections	0	0	0	
5 Water Production for July 2020	1,049,000		1,049,000	% of Total Production
6 Water Production for calendar 2020	10,318,000		10,318,000	1.68%
7 Apparent Losses	362,000		362,000	
8 Real Losses	386,000		386,000	
9 Non-Revenue Water	912,000		912,000	% of Total Sales
10 Data Validity Score	62		62	1.41%

PWS ID: NM3502407

South Valley Service Area

	Brazito	LM, M, B,DS	Total	% of Total Connections	Brazito	LM,M,B,DS
1 # of Water Connections	446	3,738	4,184	81.99%	8.75%	73.25%
2 # of Commercial/other Water Connections	6	149	155	% of Total Usage		
3 # of Residential Sewer Connections	170	381	551	9.76%	74.42%	84.17%
4 # of Commercial/other Sewer Connections	3	18	21			
5 Water Production for July 2020	2,474,900	48,928,000	51,402,900	% of Total Production		
6 Water Production for calendar 2020	29,650,800	487,664,500	517,315,300	4.82%	79.24%	84.05%
7 Apparent Losses			15,356,000			
8 Real Losses			100,619,000			
9 Non-Revenue Water			117,627,000	% of Total Sales		
10 Data Validity Score			56	6.79%	80.59%	87.38%

PWS ID: NM3513107

High Valley Service Area

	High Valley		Total	% of Total Connections
1 # of Water Connections	23		23	0.45%
2 # of Commercial/other Water Connections	0	0	0	% of Total Usage 0.57%
3 # of Residential Sewer Connections	0	0	0	
4 # of Commercial/other Sewer Connections	0	0	0	
5 Water Production for July 2020	308,000		308,000	% of Total Production 0.48%
6 Water Production for calendar 2020	2,983,000		2,983,000	
7 Apparent Losses	105,000			
8 Real Losses	18,000			
9 Non-Revenue Water	130,000			% of Total Sales 0.42%
10 Data Validity Score	62			

## **Lower Rio Grande PWWA**

### **Operators Report**

**June 15, 2021**

- Backflow inspections are Current. (Mesquite District)
- For the month of May, we were issued 312 work and service orders.
- For the month of April, we were issued 405 work and service orders.
- For the month of May, we installed 5 new water service connections in the South Valley Area.
- We had no main or service line breaks at Alto De las Flores.
- All CCR'S for the East Mesa, South Valley, High Valley, Valle Del Rio, Alto De Las Flores, and Talavera are complete and approved by NMED.
- We had 3 Main line water breaks in South valley area.
- The force main from Brazito to Mesquite is working fine.
- We the new media has arrived that will go into the Venadito Arsenic plant in Desert Sands, and the well Techs are close to replacing it all out.



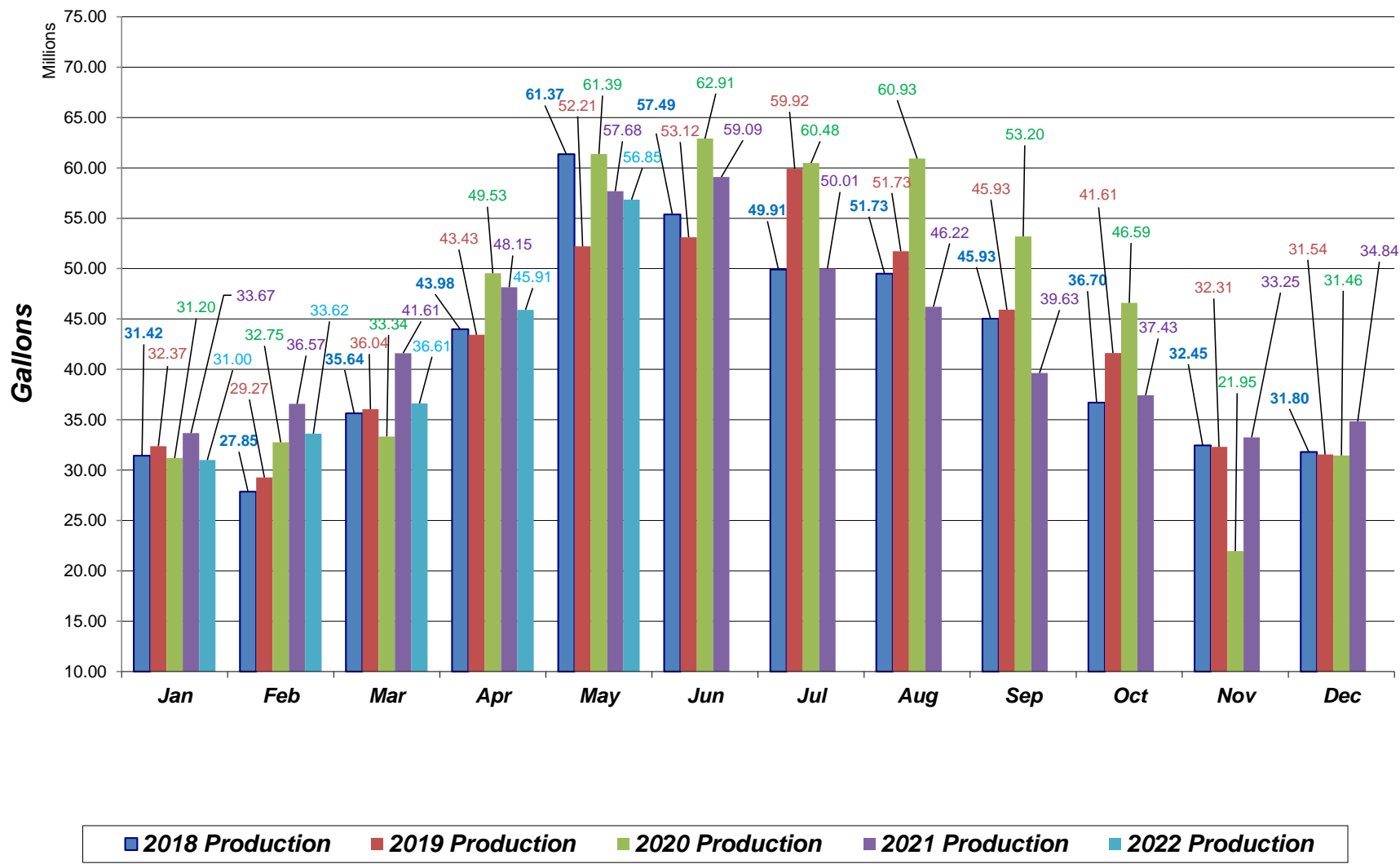
**NMED:** All of our Monthly Bac-T-Samples were taken for the month of May and all samples were negative.

**Mesquite and Organ Sewer Reports.** The Organ Pond's and Mesquite Wetland Wastewater reports were sent February 1<sup>st</sup>. The Organ facility is due twice a year and the Mesquite Facility is due every Quarter the next one is on July 2022.

**Chlorine:** No problems with the quality of our gas Chlorine or sodium Hypochlorite.

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

# **Lower Rio Grande PWWA Water Production Report**





## Income Statement

For Fiscal: FYE 2022 Period Ending: 05/31/2022

	AcctNumber	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Revenue</b>					
40000 - Operating Revenue		3,122,500.00	261,786.10	2,864,474.24	258,025.76
40001 - Activation & Connection Fees-Sev		500.00	0.00	2,133.32	-1,633.32
40002 - Installation Fees		75,000.00	5,800.00	80,373.39	-5,373.39
40003 - Activation & Connection Fees-Wa		5,000.00	2,614.37	33,171.66	-28,171.66
40004 - Meter Relocation		0.00	0.00	150.00	-150.00
40005 - Backflow Testing		7,000.00	0.00	2,425.00	4,575.00
40006 - Tampering Fee/Line Breaks		0.00	145.00	2,548.39	-2,548.39
40007 - Delinquency Fee		75,000.00	6,900.00	79,450.00	-4,450.00
40008 - Penalties-Water		75,000.00	7,597.35	73,695.77	1,304.23
40009 - Membership Fees		5,000.00	800.00	7,845.30	-2,845.30
40010 - Impact Fees		40,000.00	5,289.89	67,746.27	-27,746.27
40011 - Returned Check Fees		500.00	35.00	595.00	-95.00
40012 - Credit Card Fees		12,000.00	1,050.00	16,062.00	-4,062.00
40013 - Miscellaneous Revenue		200.00	10.00	1,059.30	-859.30
40015 - Penalties-Sewer		6,000.00	2,364.86	29,986.31	-23,986.31
40016 - Meter Test Fee		0.00	0.00	-510.38	510.38
40017 - Hydrant Meter Rental Fee		5,000.00	500.00	3,750.00	1,250.00
40019 - DAC Trash Coupons		1,000.00	54.00	770.00	230.00
40020 - Miscellaneous Revenue-Sewer		5,000.00	63.04	47,258.98	-42,258.98
40025 - DAC Sewer Revenue		0.00	5,250.97	31,528.51	-31,528.51
45000 - Tower Rent		5,000.00	500.00	5,500.00	-500.00
45001 - Billing Adjustments-Water		0.00	-25.54	-58,222.92	58,222.92
45005 - Fiscal Agent Fees		50,000.00	4,799.36	57,111.74	-7,111.74
45010 - Interest		0.00	34.06	251.20	-251.20
45015 - Copy/Fax		100.00	10.00	81.75	18.25
45020 - Other Income		45,000.00	1,502.36	109,701.70	-64,701.70
45022 - Annual Farm Rental		5,000.00	7,500.00	9,000.00	-4,000.00
45025 - Contract Services		40,000.00	3,408.65	40,973.30	-973.30
45030 - Transfers In		0.00	0.00	179,431.73	-179,431.73
49000 - Recovered Bad Debts		0.00	100.00	1,800.00	-1,800.00
<b>Revenue Total:</b>		<b>3,579,800.00</b>	<b>318,089.47</b>	<b>3,690,141.56</b>	<b>-110,341.56</b>
<b>Expense</b>					
60000 - Cost of Goods Sold-Sewer		1,000.00	0.00	0.00	1,000.00
60001 - Transfers to Reserves		0.00	10,000.00	110,000.00	-110,000.00
60005 - Accounting Fees		500.00	0.00	1,000.00	-500.00
60010 - Audit		14,000.00	0.00	13,666.25	333.75
60020 - Bank Service Charges		15,000.00	2,895.12	33,413.16	-18,413.16
60025 - Cash Short/Over		500.00	-72.62	325.82	174.18

60026 - Computer Hardware	10,000.00	24,759.94	33,578.12	-23,578.12
60030 - Dues and Subscriptions	3,000.00	0.00	5,283.56	-2,283.56
60035 - Engineering Fees	60,000.00	0.00	22,074.09	37,925.91
60045 - Late Fees	1,000.00	0.00	0.00	1,000.00
60050 - Legal Fees	5,000.00	4,634.85	16,956.57	-11,956.57
60055 - Legal Notices	2,500.00	0.00	651.90	1,848.10
60060 - Licenses & Fees	5,000.00	0.00	5,379.48	-379.48
60065 - Meals	2,500.00	0.00	535.32	1,964.68
60075 - Permit Fees	1,500.00	350.00	8,877.42	-7,377.42
60080 - Postage	3,000.00	8.76	1,495.38	1,504.62
60090 - Professional Fees-Other	10,000.00	0.00	449.94	9,550.06
60100 - Project Development	0.00	0.00	94,124.95	-94,124.95
60120 - Retirement Account Fees	6,500.00	0.00	14,106.66	-7,606.66
60125 - Easements & Leases	10,000.00	0.00	0.00	10,000.00
60130 - Training	5,000.00	350.00	1,567.21	3,432.79
60140 - Travel:Airfare Per Diem	3,000.00	0.00	0.00	3,000.00
60150 - Travel:Lodging Per Diem	4,000.00	0.00	483.95	3,516.05
60155 - Travel:Meals Per Diem	2,000.00	0.00	0.00	2,000.00
60160 - Travel:Mileage/Parking Per Diem	1,500.00	0.00	0.00	1,500.00
60165 - Travel:Vehicle Rental Per Diem	1,000.00	0.00	0.00	1,000.00
60600 - Debit Service	148,000.00	5,159.74	118,459.61	29,540.39
60625 - Interest paid to NMED	14,000.00	0.00	0.00	14,000.00
60650 - Interest paid to NMFA	37,000.00	25.98	25,949.74	11,050.26
60675 - Interest paid to USDA	125,000.00	11,596.26	139,082.75	-14,082.75
63000 - Regular Pay	1,120,000.00	92,068.70	991,114.85	128,885.15
63001 - Overtime	54,500.00	1,780.50	40,287.64	14,212.36
63006 - Holiday Pay	56,500.00	0.00	51,454.34	5,045.66
63007 - Sick Pay	50,000.00	2,812.23	57,851.12	-7,851.12
63008 - Annual Leave Pay	118,000.00	6,643.11	87,185.05	30,814.95
63010 - 401K 10% Company Contribution	5,000.00	0.00	119,515.72	-114,515.72
63020 - 401K Employee Contribution	2,000.00	0.00	0.00	2,000.00
63040 - Administrative Labor	5,000.00	0.00	3,275.40	1,724.60
63070 - Employee Benefits-401K Contrib	168,500.00	2,914.63	35,890.76	132,609.24
63100 - Insurance-Dental	12,500.00	1,136.59	12,546.04	-46.04
63110 - Insurance-Health	250,000.00	27,890.11	281,954.29	-31,954.29
63115 - Salaries: Insurance - Work Comp	15,000.00	0.00	12,249.00	2,751.00
63125 - Insurance: Life & Disability	12,500.00	0.00	-169.52	12,669.52
63130 - Mileage	1,500.00	0.00	0.00	1,500.00
63135 - Drug Testing	500.00	0.00	468.00	32.00
63160 - Payroll Taxes-Medicare	20,500.00	1,497.92	17,851.69	2,648.31
63170 - Payroll Taxes-Social Security	80,500.00	6,404.88	76,332.33	4,167.67
63180 - Payroll Taxes-State Unemployme	0.00	0.00	13,276.78	-13,276.78
63195 - Taxes, Liability, Insurance: Cobra	0.00	75.00	855.00	-855.00
63200 - Vision Insurance	4,000.00	309.68	3,444.39	555.61
64100 - Sewer:DAC Waste Water Flow Ch	50,000.00	4,968.51	57,115.38	-7,115.38
64200 - Sewer:Electricity-Sewer	9,000.00	437.18	12,040.73	-3,040.73
64300 - Sewer:Lab & Chemicals-Sewer	10,000.00	2,564.10	22,074.93	-12,074.93

64500 - Sewer:Supplies & Materials	28,500.00	0.00	0.00	28,500.00
64501 - Pre Paid Tank Site Lease	1,625.00	1,500.00	2,875.00	-1,250.00
65010 - Automobile Repairs & Maint.	50,000.00	5,134.07	32,293.25	17,706.75
65230 - Computer Maintenance	70,000.00	3,791.71	70,134.58	-134.58
65240 - Equipment Rental	2,500.00	0.00	858.10	1,641.90
65250 - Fuel	60,000.00	9,382.82	76,056.38	-16,056.38
65255 - GPS Insights Charges	7,000.00	0.00	6,113.49	886.51
65260 - Kitchen & Cleaning Supplies	1,000.00	0.00	0.00	1,000.00
65270 - Lab Chemicals-Water	5,000.00	54.38	2,761.36	2,238.64
65275 - SCADA Maintenance Fee	2,000.00	0.00	2,492.63	-492.63
65276 - Test Equipment Calibration	2,000.00	0.00	0.00	2,000.00
65277 - Generator Maintenance Contract	3,000.00	0.00	5,662.96	-2,662.96
65278 - Meter Testing/Repair/Replaceme	61,175.00	0.00	5,736.06	55,438.94
65280 - Lab Chemicals-Water:Chemicals	35,000.00	4,631.74	31,203.91	3,796.09
65300 - Locates	2,500.00	0.00	0.00	2,500.00
65310 - Maint. & Repairs-Infrastructure	65,000.00	13,888.21	154,095.42	-89,095.42
65320 - Maint. & Repairs-Office	12,500.00	0.00	16,566.41	-4,066.41
65330 - Maintenance & Repairs-Other	21,500.00	8,967.64	35,673.24	-14,173.24
65340 - Materials & Supplies	94,000.00	3,894.26	36,721.33	57,278.67
65345 - Non Inventory-Consumables	50,000.00	2,987.26	32,296.33	17,703.67
65350 - Office Supplies	10,000.00	1,225.38	10,484.55	-484.55
65360 - Printing and Copying	47,500.00	125.80	46,829.82	670.18
65370 - Tool Furniture	10,000.00	3,605.25	27,328.42	-17,328.42
65390 - Uniforms-Employee	15,000.00	235.46	13,257.96	1,742.04
65490 - Cell Phone	20,000.00	1,603.88	17,274.34	2,725.66
65500 - Electricity-Lighting	6,000.00	259.99	4,904.94	1,095.06
65510 - Electricity-Offices	15,000.00	554.65	11,617.91	3,382.09
65520 - Electricity-Wells	200,000.00	6,621.90	177,633.01	22,366.99
65530 - Garbage Service	3,000.00	0.00	1,396.68	1,603.32
65540 - Natural Gas	3,000.00	92.72	1,871.53	1,128.47
65550 - Security/Alarm	5,000.00	0.00	3,920.67	1,079.33
65560 - Telephone	20,000.00	814.82	25,869.16	-5,869.16
65561 - Telstar Maintenance Contract	7,000.00	0.00	0.00	7,000.00
65570 - Wastewater	2,000.00	194.78	1,943.08	56.92
66200 - Insurance-General Liability	90,000.00	0.00	84,072.83	5,927.17
66700 - Water Conservation Fee	15,000.00	1,377.39	13,428.72	1,571.28
<b>Expense Total:</b>	<b>3,579,800.00</b>	<b>282,155.28</b>	<b>3,497,449.87</b>	<b>82,350.13</b>
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>35,934.19</b>	<b>192,691.69</b>	<b>-192,691.69</b>

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY  
PROJECTS REPORT – 6/15/2022**

**LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannon Huston, Inc./Smithco Construction – Construction Stage – USDA-RD LOC \$17,073,000 (\$6,189,000 Loan/\$8,030,000 Grant, \$2,854,000 additional grant) –**31<sup>th</sup> Request for Funds from RCAC bridge loan, bridge loan has been extended and request to close on interim loan has been submitted. Remaining bridge loan funds are not enough to cover contractors Pay App #1. Colonia's Infrastructure Fund application for \$5.715 million was approved by CIF Board on 5/24/22. Progress Meeting was held 6/2/22, Substantial Completion is scheduled for 7/26/23, and Final Completion on 8/25/23. Next Progress Meeting is 7/7/22.

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

**LRG-11-05 – South Valley Water Supply & Treatment Project WTB #252 Planning USDA-RD Construction Funds– Bohannon Huston - Construction stage - \$1,174,00,000 RD Loan and \$4,629,000 Grant RD Funds:** RCAC interim loan funds are fully expended, and USDA-RD is refusing to close on their funds until the title company removes 2 exceptions on the policy that require survey plats for all of our real property. Surveys are underway and should be recorded in about a week. RD provided access to grant funds in the meanwhile. Estimate of Funds #2 including Pay App #6 is pending.

**LRG-17-02 – Central Office Building – Wilson & Co. - DW-4213 \$3,586,286.00**

**- SAP 21-F2723-STB \$1,200,000:** Site work is continuing. Progress meetings are now every other week with one per month being on-site. Second Request for Funds for the SAP grant has been submitted to NM DFA, and again, they are extremely slow getting it processed and paid. 24 Requisitions have been submitted to NMFA DW Program.

**Forty-Year Water Plan – CE&M – complete – needs update for new mergers after Brazito combine & commingle:** Currently only includes the initial five systems. Need to complete Brazito combine & comingle before updating.

**LRG-13-03 – Valle Del Rio Water System Project – Construction Stage & Ph. II Design - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment – Souder, Miller & Associates/Morrow Enterprises, Inc.:** Project is on hold pending El Paso Electric Company work to install 3-phase power to the site. EPEC agreement for the service installation has been executed. They finally got the NM DOT permit and now are having delays in receiving materials. They expect it to be done in September. SMA is nearly done with the building design, review meeting was held Monday, and a Change Order will be submitted the construction costs associated with relocating a metal building from the Desert Sands system, setting it up at VDR, and including the pad, plumbing, etc. Booster skid is here, and generator is ordered.

**LRG-17-03 –East Mesa Water System Improvements Project – NMFA 3803-PG & 3804-PG \$93,307, 4915-CIF \$207,608 Loan/\$39544 Grant/\$9,562 Match, 5535-CIF \$67,487 Loan incl. Match/\$269,910 Grant, DW-5631 \$1,338,660 Loan/\$2,788,875 Grant – PhI Construction, Ph II Design –**Ph. I construction funds are now available, and engineering contract is pending NMED-CPB approval. Three Requisitions have been submitted for Phase II, and PER Addendum was approved by NMED-CPB on 6/6/22.

**LRG-18-01 Ph. II – High Valley Water System Improvements Ph. II & III Project – NMFA 4916-CIF \$630,384 Grant, \$111,244 Loan – Design & Construction – Souder, Miller & Assoc. –**J29 resumed work on the 4/18/22 to prepare the building site. Change Order #5 was approved to replace at gate valve at

the tank. J29 expects to have enough work done to close out the Phase II funding by the next Progress Meeting on 6/21/22.

**LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build – SMA - \$150,000 SAP –**

Substantial completion walk-thru was held 4/12/22. Change Order was approved to a tracing wire test station near the end of the line, work was complete, and final draw is pending the final engineering invoice.

**LRG-19-09 – S. Valley Service Area Line Extensions - SMA** –SMA Task Order for community outreach to see where there is interest from potential new customers, and determine whether a PER is needed. SMA has identified potential locations and potential new customers and submitted cost estimates and phasing recommendations after confirming that the work would require a Technical Memo, not a PER. Report has been submitted, and staff review is ongoing. Rep. Gallegos' staff has reached out about the project after being contacted by a resident, and Rep. Lara reached out about a constituent near La Mesa seeking service.

**On-Call Engineering Services** – Souder, Miller & Associates and Bohannon Huston, Inc. were selected. Contract proposals are pending.

**Other projects:**

**NM 2022 Legislature:** Legislative Report for 2022 is final as of the Pocket Veto Date. We received four Capital Outlay Grants: \$200k for the Central Operations Facility Project, \$250k for the High Valley Project, \$100k for a vector truck, and \$250k for iron & manganese treatment at Valle Del Rio.

**Infrastructure Capital Improvements Plan 2024-2028:** ICIP public comment and adoption of the ICIP are on today's agenda.

**Reporting to Funding Agencies:** Quarterly CIF Reports were submitted for the 2<sup>nd</sup> Quarter; SAP monthly reporting and US Census Construction reporting are up to date.

**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. One bin was sent out for shredding in the past month.

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

**Training** –I have not attended any trainings for the past month. Patty attended ICIP Training Series: NMEDD Recovery Resources & ICIP Training Series : NMENV Constructions Program Bureau

**As Needed Engineering Services** - Currently we have two active Task Orders: Bohannon Huston, Inc. for renewal of the Organ discharge permit and BLM permit renewals.

**Collection & Lien Procedures** - 309 first notifications, 306 certified letters have been sent and 131 liens have been filed to date. 53 liens have been released following payment in full of the account.

**Water Audits** –Water audits were completed on 5/31/22. Results are in your board packet. Next Water Audit Committee meeting is 7/6/22.

**Rate Study** – Implementation of rate adjustment began July 1, met with Karl Pennock, RCAC, for an update on 2/15/22. Second 3% adjustment is effective 7/1/22

**Cyber Security Assessment** – Final follow-up meeting with Karl Pennock, RCAC, was held on 7/14/21. Our insurance company is requiring training for all employees on phishing & malware, Patty has administered the training for all employees.

**NM Board of Licensure for PEs & Surveyors** – I have been appointed by the Governor to this board and assigned to the Professional Engineering Committee. PEC met on 6/9/22, full board on 6/10/22.

**Other Items:** Josh has submitted zone change and SUP applications to DAC P&Z for the 30 acres we own in Vado for the community solar project. No word yet on when the hearing will be.



## Appendix II: Resolution Template

County, Municipality/Tribal Government/Special District of

\_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Resolution No. \_\_\_\_\_

### A RESOLUTION ADOPTING THE FY 2024-2028 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE \_\_\_\_\_ that:

1. The county/municipality/tribal government/special district has adopted the attached FY 2024-2028 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. \_\_\_\_\_.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of \_\_\_\_\_, 2022

\_\_\_\_\_  
~~Mayor/County Commission Chair/Board Chair~~

ATTEST:

\_\_\_\_\_  
Joe Evaro, Secretary

~~Municipal/County Clerk/Other Testator~~

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# Infrastructure Capital Improvement Plan FY 2024-2028

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## ICIP for Lower Rio Grande Public Water Works Authority

**Contact:** Martin G. Lopez  
325 Holguin Road  
Vado, NM 88072

**Telephone No.:** 575-571-3628

**Email Address:** martin.lopez@lrgauthority.org

**County:** Dona Ana

**Entity Type:** 047SD

**Procurement Officer Name:** Kathi Jackson

**Telephone No.:** 575-233-3947

**Email Address:** kathi.jackson@lrgauthority.org

**Financial Officer Name:** Kathi Jackson

**Telephone No.:** 575-233-3947

**Email Address:** kathi.jackson@lrgauthority.org

### Executive Order 2013-006 Compliance

**Is your entity compliant with Executive Order 2013-006?** Yes

**Does your entity have a comprehensive plan/master plan?** N/A

**Last date comprehensive plan/master plan was updated?**

**Do all projects in your ICIP include or follow your comprehensive plan/master plan?** N/A

### Other Planning

**Asset Management Plan** Yes

**LEDA (Local Economic Development Act)** No

**Drought Contingency Plan** Yes

**Water Conservation Ordinance** N/A

**Financial Plan** No

**Annual Action Plan** No

**NM Affordable Housing Act Compliance** No

**Other** Yes Water Master Plan

**N/A State Agency Only** No

# Infrastructure Capital Improvement Plan F2024-2028

## Lower Rio Grande Public Water Works Authority Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2024	2025	2026	2027	2028	Total Project Cost	Amount Not Yet Funded	Phases?
39635	2024	001	LRGPWWA South Valley Water System Improvements	Water - Water Supply	110,000	13,825,000	11,924,000	0	0	0	25,859,000	25,749,000	Yes
39636	2024	002	LRGPWWA East Mesa Water System Improvements	Water - Water Supply	110,000	2,044,000	8,544,000	0	0	0	10,698,000	10,588,000	Yes
30435	2024	003	LRGPWWA Central Operations Facility	Facilities - Administrative Facilities	4,796,939	750,000	0	0	0	0	5,546,939	750,000	Yes
21301	2024	004	LRGPWWA Authority Brazito Sewer Project	Water - Wastewater	22,842,800	11,000,000	0	0	0	0	33,842,800	11,000,000	Yes
30449	2024	005	LRGPWWA Contaminant Removal Facilities & Equipment	Water - Water Supply	0	600,000	600,000	600,000	0	0	1,800,000	1,800,000	Yes
24026	2024	006	LRGPWWA Information Technology Standardization	Equipment - Other	67,000	1,080,000	150,000	100,000	250,000	0	1,647,000	1,580,000	Yes
19248	2024	007	Authority Interconnect Looping Project	Water - Water Supply	325,521	100,000	1,507,367	0	0	0	1,932,888	1,607,367	Yes
25937	2024	008	40 Year Water Plan Update	Water - Water Supply	0	75,000	0	0	0	0	75,000	75,000	No
25920	2024	009	Water Rights Purchase	Water - Water Rights	0	1,800,000	0	0	0	0	1,800,000	1,800,000	Yes
25096	2024	010	Heavy Equipment Purchase	Equipment - Other	220,000	571,000	100,000	100,000	100,000	100,000	1,191,000	971,000	Yes
30447	2024	011	Water Master Plan	Water - Water Supply	110,000	0	0	0	50,000	0	160,000	50,000	No
22906	2025	001	Light Equipment Purchase	Equipment - Other	160,145	0	300,000	90,000	90,000	80,000	720,145	560,000	Yes
39631	2026	001	Water Line Extensions to Unserved Areas	Water - Water Supply	0	0	0	7,232,463	3,821,920	0	11,054,383	11,054,383	Yes
27612	2027	001	Green Projects	Other - Other	0	0	0	0	100,000	0	100,000	100,000	No

Infrastructure Capital Improvement Plan F2024-2028

34436	2027	002	Water Audit	Water - Water Supply	0	0	0	0	50,000	0	50,000	50,000	No
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Number of projects:		15											
Funded to date:			Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:				
Grand Totals		28,742,404	31,845,000	23,125,368	8,122,463	4,461,920	180,000	96,477,152	67,734,752				

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 001 **Priority:** High **ID:**39635

**Project Title:** LRGPWWA South Valley Water System Improvements **Class:** New **Type/Subtype:** Water - Water Supply

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 25,859,000 **Proposed project start date:** July 2023

**Project Location:** 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to conduct archaeological and environmental studies, acquire easements and rights of way, and plan, design, construct, purchase, and equip water system improvements for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** To conduct archaeological and environmental studies, acquire easements and rights of way, and plan, design, construct, purchase, and equip water system improvements. These projects were developed as part of the recently completed Water Master Plan. Phase 1 of the improvements in the South Valley consists of implementing the proper pressure zones and improvements to existing facilities. Improvements include existing well improvements, Desert Sands well #2 improvements, Desert Sands tanks 1 and 3 improvements, Mesquite tank site improvements, elevated Mesquite tank 10 mixing system, Afton Road water supply and storage development, new pressure reducing valves, Stern Drive water line extension to Brazito, Las Palmeras Road water line connection, Berino Elementary School water line improvements, and the Berino Road water line connection. Phase 2 involves replacing and extending water pipelines. Improvements include Hwy 28 and Hwy 226 water line expansion, Berino Frontage Road water line loop, Anthony Drive water line replacement, Desert Sands water line replacement, Lechuga Street water line extension, and existing facility demolition. Longer term improvements will be incorporated in the future.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CDBG	50,000	Yes	50,000	50,000	2019	Water Master Plan
LFUNDS	60,000	Yes	60,000	60,000	2019	Water Master Plan
CAP	13,825,000	No	0	0		
FGRANT	13,825,000	No	0	0		
FLOAN	13,825,000	No	0	0		
SGRANT	13,825,000	No	0	0		
SLOAN	13,825,000	No	0	0		
CDBG	750,000	No	0	0		
TOTALS	69,985,000		110,000	110,000		

## Infrastructure Capital Improvement Plan FY2024-2028

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.								
	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2024	2025	2026	2027	2028	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	No	0	55,000	48,000	0	0	0	103,000
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	No	0	15,000	15,000	0	0	0	30,000
Environmental Studies	No	0	15,000	15,000	0	0	0	30,000
Planning	No	110,000	90,000	75,000	0	0	0	275,000
Design (Engr./Arch.)	No	0	2,012,000	1,734,000	0	0	0	3,746,000
Construction	No	0	11,000,000	10,000,000	0	0	0	21,000,000
Furnish/Equip/Vehicles	No	0	638,000	37,000	0	0	0	675,000
<b>TOTALS</b>		110,000	13,825,000	11,924,000	0	0	0	25,859,000
<b>Amount Not Yet Funded</b>		25,749,000						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	2,187,000	Yes	Yes	No	No	Yes	9
2	11,638,000	No	No	Yes	Yes	No	9

## Infrastructure Capital Improvement Plan FY2024-2028

3	1,887,000	Yes	Yes	No	No	Yes	9
4	10,037,000	No	No	Yes	Yes	No	9
5	0	No	No	No	No	No	0
<b>TOTAL</b>	<b>25,749,000</b>						

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why:							
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>	
Annual Operating Expenses plus Debt Service	3,000	3,000	3,000	3,000	3,000	15,000	
Annual Operating Revenues	3,000	3,000	3,000	3,000	3,000	15,000	

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

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## Infrastructure Capital Improvement Plan FY2024-2028

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**Please explain.** The project manager will oversee this project.

**(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

**If yes, please explain.** The availability of water is a prerequisite for economic growth and development

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

**If yes, please explain and provide the number of people that will benefit from the project.** 14,882 residents will benefit from an improved water system.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**



# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 002 **Priority:** High **ID:**39636

**Project Title:** LRGPWWA East Mesa Water System Improvements **Class:** New **Type/Subtype:** Water - Water Supply

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 10,588,000 **Proposed project start date:** July 2023

**Project Location:** 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to conduct archaeological and environmental studies, acquire easements and rights of way, and plan, design, construct, purchase, and equip water system improvements for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** To conduct archaeological and environmental studies, acquire easements and rights of way, and plan, design, construct, purchase, and equip water system improvements. These projects were developed as part of the recently completed Water Master Plan. Phase 1 consists of a planned DBS&A. Phase 2 includes tank mixing systems, cathodic systems, and the integration of the Mountain View and Butterfield Park Systems. Additionally, Phase 2 includes larger diameter pipeline replacements in Mountain View and Butterfield Park. Specific projects include improvements at the Tierra Alta tank site, the Organ 5th Street tank site, the Three Sisters tank site, Mountain View and Butterfield Park pressure zone integration, Mountain View larger diameter pipeline replacement, and Butterfield Park larger pipeline replacement. Longer term improvements will be incorporated in the future.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CDBG	50,000	Yes	50,000	50,000	2019	Water Master Plan
LFUNDS	60,000	Yes	60,000	60,000	2019	Water Master Plan
CAP	2,044,000	No	0	0		
FGRANT	2,044,000	No	0	0		
FLOAN	2,044,000	No	0	0		
NMFA	2,044,000	No	0	0		
SGRANT	2,044,000	No	0	0		
CDBG	750,000	No	0	0		
<b>TOTALS</b>	<b>11,080,000</b>		<b>110,000</b>	<b>110,000</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

## Infrastructure Capital Improvement Plan FY2024-2028

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2024	2025	2026	2027	2028	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	No	0	0	35,000	0	0	0	35,000
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	No	0	0	10,000	0	0	0	10,000
Environmental Studies	No	0	0	10,000	0	0	0	10,000
Planning	No	110,000	0	55,000	0	0	0	165,000
Design (Engr./Arch.)	No	0	0	1,242,000	0	0	0	1,242,000
Construction	No	0	2,044,000	7,000,000	0	0	0	9,044,000
Furnish/Equip/Vehicles	No	0	0	192,000	0	0	0	192,000
<b>TOTALS</b>		110,000	2,044,000	8,544,000	0	0	0	10,698,000
<b>Amount Not Yet Funded</b>		10,588,000						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	2,044,000	No	No	Yes	No	No	9
2	1,352,000	Yes	Yes	No	No	Yes	9
3	7,192,000	No	No	Yes	Yes	No	9
4	0	No	No	No	No	No	0

## Infrastructure Capital Improvement Plan FY2024-2028

5	0	No	No	No	No	No	0
TOTAL	10,588,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,000	3,000	3,000	3,000	3,000	15,000
Annual Operating Revenues	3,000	3,000	3,000	3,000	3,000	15,000

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be responsible for project oversight.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

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## Infrastructure Capital Improvement Plan FY2024-2028

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**If yes, please explain.** The availability of water is a prerequisite for economic growth and development.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?**

Yes

**If yes, please explain and provide the number of people that will benefit from the project.**

14,882 residents will benefit from an improved water system.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 003 **Priority:** High **ID:**30435

**Project Title:** LRGPWWA Central Operations Facility **Class:** New **Type/Subtype:** Facilities - Administrative Facilities

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 5,546,939 **Proposed project start date:** July 2023

**Project Location:** 325 Holguin Rd. Vado NM 88072 **Latitude:** 320721.87N **Longitude:** 1063931.32W

**Legislative Language:** to conduct environmental and archaeological studies, plan, design, construct, furnish, and equip a central operations facility, including a driveway with turn lanes, for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** To plan, design, construct, furnish and equip a central operations facility, including landscaping, walkways, and site security, furnishings, information technology and communications equipment and related software, lab equipment, audio visual equipment, parking, covered parking, solar parking shade structures, a driveway with turn lanes, garages for equipment, wash bay for trucks and equipment with a concrete pad and drainage, and office and storage buildings. Project is in construction. Additional funding is needed.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	750,000	No	0	0		
NMFA	750,000	No	0	0		
FGRANT	750,000	No	0	0		
FLOAN	750,000	No	0	0		
LFUNDS	10,653	Yes	10,653	10,653		
SLOAN	3,586,286	Yes	3,586,286	379,991	2018	
CAP	1,200,000	Yes	1,200,000	419,100	2021	
CAP	200,000	Yes	0	0	2022	Appropriated
TOTALS	7,996,939		4,796,939	809,744		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
Estimated Costs Not Yet Funded							
Completed	Funded to Date	2024	2025	2026	2027	2028	Total Project Cost

## Infrastructure Capital Improvement Plan FY2024-2028

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	Yes	15,000	0	0	0	0	0	15,000
Environmental Studies	Yes	15,000	0	0	0	0	0	15,000
Planning	Yes	50,000	0	0	0	0	0	50,000
Design (Engr./Arch.)	No	200,000	50,000	0	0	0	0	250,000
Construction	No	4,320,000	200,000	0	0	0	0	4,520,000
Furnish/Equip/Vehicles	No	196,939	500,000	0	0	0	0	696,939
<b>TOTALS</b>		<b>4,796,939</b>	<b>750,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,546,939</b>
<b>Amount Not Yet Funded</b>		<b>750,000</b>						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	250,000	No	Yes	Yes	No	No	12
2	500,000	No	No	No	Yes	No	9
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	<b>750,000</b>						

## Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	20,000	20,000	20,000	20,000	20,000	100,000
Annual Operating Revenues	20,000	20,000	20,000	20,000	20,000	100,000

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

Administrative and warehouse functions will be consolidations of other small facilities.

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Water availability is a prerequisite for economic growth and development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 14,882 residents will benefit from an improved water system.

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## Infrastructure Capital Improvement Plan FY2024-2028

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)



# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 004 **Priority:** High **ID:**21301

**Project Title:** LRGPWWA Authority Brazito Sewer Project **Class:** New **Type/Subtype:** Water - Wastewater

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 33,842,800 **Proposed project start date:** July 2023

**Project Location:** 885 Three Hawks Rd Mesilla Park NM 88047 **Latitude:** 321141.92N **Longitude:** 1064205.59W

**Legislative Language:** to acquire land, easements, and rights of way, and plan, design, construct, purchase and equip the Mesquite-Brazito sewer collection system extension for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** This project will acquire land, easements, and rights of way, plan, design, and construct a sewer collection system extension. This project will extend the sewer collection system from Mesquite to Brazito. This is a regional effort that began with a partnership between the Mesquite MDWCA, Brazito MDWCA, and Dona Ana County to extend sewer service from Mesquite to Brazito. The Colonia Community of Brazito has over 500 dwellings, all of which are on individual septic tanks and leach fields. This project will also extend sewer service to two neighborhoods in Mesquite that do not currently have sewer service. A PER has been completed. Project one is completed. Project two has been designed. Additional construction funding is needed.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	11,000,000	No	0	0		
FGRANT	11,000,000	No	0	0		
SGRANT	11,000,000	No	0	0		
LFUNDS	54,800	Yes	54,800	54,800		
FGRANT	2,854,000	Yes	2,854,000	0	2022	
NMFA	5,715,000	Yes	5,715,000	0	2022	
FGRANT	8,030,000	Yes	8,030,000	0	2018	
FLOAN	6,189,000	Yes	6,189,000	1,135,627	2018	
TOTALS	55,842,800		22,842,800	1,190,427		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

## Infrastructure Capital Improvement Plan FY2024-2028

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2024	2025	2026	2027	2028	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	Yes	150,000	0	0	0	0	0	150,000
Acquisition	Yes	11,000	0	0	0	0	0	11,000
Archaeological Studies	Yes	21,513	0	0	0	0	0	21,513
Environmental Studies	Yes	21,513	0	0	0	0	0	21,513
Planning	Yes	85,453	0	0	0	0	0	85,453
Design (Engr./Arch.)	Yes	1,759,660	0	0	0	0	0	1,759,660
Construction	No	20,584,660	11,000,000	0	0	0	0	31,584,660
Furnish/Equip/Vehicles	No	209,000	0	0	0	0	0	209,000
<b>TOTALS</b>		22,842,800	11,000,000	0	0	0	0	33,842,800
<b>Amount Not Yet Funded</b>		11,000,000						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	5,500,000	No	No	Yes	No	No	9
2	5,500,000	No	No	Yes	No	No	9
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0

## Infrastructure Capital Improvement Plan FY2024-2028

5	0	No	No	No	No	No	0
TOTAL	11,000,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	16,000	17,000	18,000	18,000	21,000	90,000
Annual Operating Revenues	18,000	20,000	22,000	22,000	25,000	107,000

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

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## Infrastructure Capital Improvement Plan FY2024-2028

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**If yes, please explain.** Sewer service is necessary for economic development.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?**

Yes

**If yes, please explain and provide the number of people that will benefit from the project.**

1,000 residents will benefit from wastewater improvements.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.**

No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 005 **Priority:** High **ID:**30449

**Project Title:** LRGPWWA Contaminant Removal Facilities & Equipment **Class:** New **Type/Subtype:** Water - Water Supply

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 1,800,000 **Proposed project start date:** July 2023

**Project Location:** 325 Holguin Rd. Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to plan, design, construct, purchase, and equip additional and repurposed treatment at existing wells located in Brazito, Mesquite, and Valle Del Rio for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** To plan, design, construct, purchase and equip additional treatment for iron and manganese removal at existing wells located in Brazito, Mesquite, and Valle Del Rio, and repurpose some existing arsenic treatment plants.

### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	350,000	No	0	0		
NMFA	350,000	No	0	0		
NMFAL	350,000	No	0	0		
FGRANT	350,000	No	0	0		
CDBG	350,000	No	0	0		
CAP	250,000	Yes	0	0	2022	Appropriated
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>2,000,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2024	2025	2026	2027	2028	
N/A							

## Infrastructure Capital Improvement Plan FY2024-2028

Water Rights		0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	60,000	60,000	60,000	0	0	180,000
Design (Engr./Arch.)	No	0	68,000	68,000	68,000	0	0	204,000
Construction	No	0	332,000	332,000	332,000	0	0	996,000
Furnish/Equip/Vehicles	No	0	140,000	140,000	140,000	0	0	420,000
<b>TOTALS</b>		0	600,000	600,000	600,000	0	0	1,800,000
<b>Amount Not Yet Funded</b>		1,800,000						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	600,000	Yes	Yes	Yes	Yes	No	12
2	600,000	Yes	Yes	Yes	Yes	No	12
3	600,000	Yes	Yes	Yes	Yes	No	12
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	1,800,000						

## Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	30,000	60,000	90,000	90,000	90,000	360,000
Annual Operating Revenues	30,000	60,000	90,000	90,000	90,000	360,000

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The availability of water is a prerequisite for economic growth and development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 14,882 residents will benefit from an improved water system.

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## Infrastructure Capital Improvement Plan FY2024-2028

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)



# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 006 **Priority:** High **ID:**24026

**Project Title:** LRGPWWA Information Technology Standardization **Class:** New **Type/Subtype:** Equipment - Other

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 1,647,000 **Proposed project start date:** July 2023

**Project Location:** 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to plan, design, purchase, install, construct, furnish and equip system-wide information technology for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** This project will plan, design, purchase, construct/install system-wide standardized information technology to include computer hardware and software, GPS tracking for vehicles, SCADA system (for well/pump/tank control/lift stations), security fences and cameras, radio-read water meters, and associated technology, equipment, licenses, GIS, GPS, computers, printers, office equipment, module to email bills, pressure monitoring equipment, water quality analyzers, automatic shut off for gas equipment, new servers, desktop and laptop computers, and fixtures. This project will install SCADA in Butterfield Park to integrate with the Organ SCADA system.

### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	17,000	Yes	17,000	17,000	2019	
CAP	50,000	Yes	50,000	50,000	2019	
CAP	1,080,000	No	0	0		
FGRANT	1,080,000	No	0	0		
FLOAN	1,080,000	No	0	0		
SGRANT	1,080,000	No	0	0		
SLOAN	1,080,000	No	0	0		
CDBG	750,000	No	0	0		
<b>TOTALS</b>	<b>6,217,000</b>		<b>67,000</b>	<b>67,000</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2024	2025	2026	2027	2028	

## Infrastructure Capital Improvement Plan FY2024-2028

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	20,000	0	0	0	0	20,000
Design (Engr./Arch.)	No	0	60,000	0	0	0	0	60,000
Construction	No	0	400,000	0	0	0	0	400,000
Furnish/Equip/Vehicles	No	67,000	600,000	150,000	100,000	250,000	0	1,167,000
<b>TOTALS</b>		67,000	1,080,000	150,000	100,000	250,000	0	1,647,000
<b>Amount Not Yet Funded</b>		1,580,000						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	1,080,000	Yes	Yes	Yes	Yes	No	12
2	150,000	No	No	No	Yes	No	6
3	100,000	No	No	No	Yes	No	6
4	250,000	No	No	No	Yes	No	6
5	0	No	No	No	No	No	0
<b>TOTAL</b>	1,580,000						

## Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	500	500	500	500	500	2,500
Annual Operating Revenues	500	500	500	500	500	2,500

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

The information technology upgrades will allow the system to function more efficiently.

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Water availability is a prerequisite for economic growth and development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 14,882 residents will benefit from an improved water system.

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## Infrastructure Capital Improvement Plan FY2024-2028

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 007 **Priority:** High **ID:**19248

**Project Title:** Authority Interconnect Looping Project **Class:** New **Type/Subtype:** Water - Water Supply

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 1,932,888 **Proposed project start date:** July 2023

**Project Location:** 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to conduct archaeological and environmental studies, acquire easements and rights of way, plan, design, construct, purchase and equip water system improvements for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** This project will acquire easements and rights of way, plan, design, and construct large-diameter piping interconnections to loop the entire regional system. There are five sections involved: The first extends from Berino Rd, continuing south on Stern Dr, west on Ohara Rd, looping north up Hwy 460 to Stern Dr. The section extends from 460 west on Lipps, down Venadito, south to Ohara Rd, west to Hwy 478, and north to Joy Rd. The third extends from the East Side Canal in Berino west on Berino Rd to Hwy 28, north on Hwy 28 into La Mesa, along Castillo Rd to Archer Farms Rd. The fourth extends from Smokey Rd on Hwy 192 to Well #6 at John Grisham in Mesquite. The fifth extends from Hwy 478 to Stern on Lechuca Road. The sixth will extend on Stern Drive from Mesquite Drive to Yucca west on Yucca to Three Hawks and then back to the well and tank site. This project will be constructed in phases. Large-diameter pipeline will be installed in sections and sub-sections as funding permits. The planning documents will be created in FY2024 and the interconnect on Stern Drive from Mesquite to Yucca will be completed in FY2025.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CDBG	50,000	No	0	0		
NMFA	50,000	No	0	0		
CAP	100,000	No	0	0		
CAP	1,507,367	No	0	0		
NMFA	1,607,367	No	0	0		
CAP	175,000	Yes	175,000	175,000	2021	
CAP	150,000	Yes	150,000	150,000	2018	
LFUNDS	521	Yes	521	521	2021	
TOTALS	3,640,255		325,521	325,521		

## Infrastructure Capital Improvement Plan FY2024-2028

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.								
	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2024	2025	2026	2027	2028	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	No	0	0	2,500	0	0	0	2,500
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	No	0	15,000	0	0	0	0	15,000
Environmental Studies	No	0	15,000	0	0	0	0	15,000
Planning	No	0	70,000	0	0	0	0	70,000
Design (Engr./Arch.)	No	150,521	0	310,235	0	0	0	460,756
Construction	No	175,000	0	1,194,632	0	0	0	1,369,632
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		325,521	100,000	1,507,367	0	0	0	1,932,888
<b>Amount Not Yet Funded</b>		1,607,367						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	100,000	Yes	No	No	No	No	12
2	1,507,367	No	Yes	Yes	No	Yes	12

## Infrastructure Capital Improvement Plan FY2024-2028

3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	<b>1,607,367</b>						

Has your local government/agency budgeted for operating expenses for the project when it is completed?							No
If no, please explain why: Not applicable for a planning project.							
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL</b>	
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<b>Fiscal Agent:</b>	<b>Own:</b>	<b>Operate:</b>	<b>Own Land:</b>	<b>Own Asset:</b>	<b>Maintain:</b>
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

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## Infrastructure Capital Improvement Plan FY2024-2028

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**Please explain.** The project manager will be in charge of oversight for the project.

**(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

**If yes, please explain.** The availability of water is a prerequisite for economic growth and development.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

**If yes, please explain and provide the number of people that will benefit from the project.** 14,882 residents will benefit from an improved water system.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)**



# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 008 **Priority:** High **ID:**25937

**Project Title:** 40 Year Water Plan Update **Class:** Replace Existing **Type/Subtype:** Water - Water Supply

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 75,000 **Proposed project start date:** July 2023

**Project Location:** 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to update the 40 year water plan for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** This project will update the 40 Year Water Plan in light of the new merger with the Organ Water & Sewer Association, the Butterfield Park MDWCA, the Brazito MDWCA, and the High Valley MDWCA, and the purchase of the Valle Del Rio water system. This is a planning project.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	75,000	No	0	0		
CDBG	50,000	No	0	0		
NMFA	75,000	No	0	0		
OTHER	75,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>275,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				
			2024	2025	2026	2027	2028
Total Project Cost							
Water Rights	N/A	0	0	0	0	0	0

## Infrastructure Capital Improvement Plan FY2024-2028

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	75,000	0	0	0	0	75,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	75,000	0	0	0	0	75,000
<b>Amount Not Yet Funded</b>		75,000						

### PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

## Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						There are no operating expenses for this plan.
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	N/A	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The availability of water is a prerequisite for economic growth and development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 14,882 residents will benefit from an improved water system.

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## Infrastructure Capital Improvement Plan FY2024-2028

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 009 **Priority:** High **ID:**25920

**Project Title:** Water Rights Purchase **Class:** New **Type/Subtype:** Water - Water Rights

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 1,800,000 **Proposed project start date:** July 2023

**Project Location:** 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to purchase water rights for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** To purchase water rights for the Lower Rio Grande Public Water Works Authority water system. The Authority will look at the list of people who have water rights they would like to sell. When they have located the water rights they will check with the Office of the State Engineer to make sure they are permitted and to see if they can transfer them to a different site.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	1,800,000	No	0	0		
FGRANT	1,800,000	No	0	0		
LFUNDS	1,800,000	No	0	0		
NMFA	1,800,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	7,200,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				
			2024	2025	2026	2027	2028
Total Project Cost							
Water Rights	No	0	1,800,000	0	0	0	0
							1,800,000

## Infrastructure Capital Improvement Plan FY2024-2028

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	1,800,000	0	0	0	0	1,800,000
<b>Amount Not Yet Funded</b>		1,800,000						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	300,000	No	No	No	No	Yes	18
2	300,000	No	No	No	No	Yes	18
3	300,000	No	No	No	No	Yes	18
4	300,000	No	No	No	No	Yes	18
5	600,000	No	No	No	No	Yes	18
<b>TOTAL</b>	1,800,000						

## Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						There are no operating costs for water rights.
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The availability of water is a prerequisite for economic growth and development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 14,882 residents will benefit from a water system that has adequate water rights to meet

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## Infrastructure Capital Improvement Plan FY2024-2028

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current and future demand.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)



# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 010 **Priority:** High **ID:**25096

**Project Title:** Heavy Equipment Purchase **Class:** New **Type/Subtype:** Equipment - Other

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 1,191,000 **Proposed project start date:** July 2023

**Project Location:** 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to purchase equipment for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** This project will involve the purchase of heavy equipment including a vactor truck with accessories, front end loaders, graders, water trucks, trailers for portable generators, skid steers with attachments, and two backhoes with accessories and trailers.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	571,000	No	0	0		
NMFAL	571,000	No	0	0		
NMFA	571,000	No	0	0		
LFUNDS	571,000	No	0	0		
CAP	120,000	Yes	120,000	60,000	2019	Mini excavator
CAP	100,000	Yes	100,000	100,000	2019	Dump truck
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>2,504,000</b>		<b>220,000</b>	<b>160,000</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				
			2024	2025	2026	2027	2028
Total Project Cost							
Water Rights	N/A	0	0	0	0	0	0

## Infrastructure Capital Improvement Plan FY2024-2028

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	220,000	571,000	100,000	100,000	100,000	100,000	1,191,000
<b>TOTALS</b>		220,000	571,000	100,000	100,000	100,000	100,000	1,191,000
<b>Amount Not Yet Funded</b>		971,000						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	571,000	No	No	No	Yes	No	2
2	100,000	No	No	No	Yes	No	2
3	100,000	No	No	No	Yes	No	2
4	100,000	No	No	No	Yes	No	2
5	100,000	No	No	No	Yes	No	2
<b>TOTAL</b>	971,000						

## Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	14,000	15,000	16,000	17,000	18,000	80,000
Annual Operating Revenues	14,000	15,000	16,000	17,000	18,000	80,000

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	N/A	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Water availability is a prerequisite for economic growth and development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 14,882 residents will benefit from an improved water system.

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## Infrastructure Capital Improvement Plan FY2024-2028

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## Infrastructure Capital Improvement Plan FY2024-2028

### ICIP Capital Project Description

**Year/Rank** 2024 011 **Priority:** High **ID:**30447

**Project Title:** Water Master Plan **Class:** New **Type/Subtype:** Water - Water Supply

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 160,000 **Proposed project start date:** July 2023

**Project Location:** 325 Holguin Rd. Vado NM 88072 **Latitude:** 320721.87N **Longitude:** 1063931.32W

**Legislative Language:** to update the water master plan for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** To update the Water Master Plan for the Lower Rio Grande Public Water Works Authority.

#### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
LFUNDS	60,000	Yes	60,000	49,536	2019	Match and leveraged funds
CDBG	50,000	Yes	50,000	41,329	2019	
NMFA	50,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	160,000		110,000	90,865		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2024	2025	2026	2027	2028	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

## Infrastructure Capital Improvement Plan FY2024-2028

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	110,000	0	0	0	50,000	0	160,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		110,000	0	0	0	50,000	0	160,000
<b>Amount Not Yet Funded</b>		50,000						

### PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

## Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						N/A for a planning project.
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	N/A	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The availability of water is a prerequisite for economic growth and development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 14,882 residents will benefit from an improved water system.

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## Infrastructure Capital Improvement Plan FY2024-2028

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)



# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2025 001 **Priority:** High **ID:**22906

**Project Title:** Light Equipment Purchase **Class:** New **Type/Subtype:** Equipment - Other

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 720,145 **Proposed project start date:** July 2024

**Project Location:** 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to purchase and equip vehicles for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** This project will involve replacing old pickup trucks with four half ton pickups with toolboxes and two three quarter ton pickups with toolboxes and boom lifts, and the purchase of a dump trailer, walk behind trencher, trailer-mounted work light trailer with generator, brush hog, box scraper, backhoes with attachments and accessories, skid steers, trailer mounted compressors, forklifts, boom lifts, and ATV off road vehicles.

### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
FGRANT	160,145	Yes	160,145	160,145	2016	Vehicles on order
NMFAL	160,000	No	0	0		
CAP	160,000	No	0	0		
LFUNDS	160,000	No	0	0		
FGRANT	160,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>800,145</b>		<b>160,145</b>	<b>160,145</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Estimated Costs Not Yet Funded							Total Project Cost
Completed	Funded to Date	2024	2025	2026	2027	2028	

## Infrastructure Capital Improvement Plan FY2024-2028

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	160,145	0	300,000	90,000	90,000	80,000	720,145
<b>TOTALS</b>		160,145	0	300,000	90,000	90,000	80,000	720,145
<b>Amount Not Yet Funded</b>		560,000						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	300,000	No	No	No	Yes	No	2
2	90,000	No	No	No	Yes	No	2
3	90,000	No	No	No	Yes	No	2
4	80,000	No	No	No	Yes	No	2
5	0	No	No	No	No	No	0
<b>TOTAL</b>	560,000						

## Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	15,000	16,000	16,000	16,000	63,000
Annual Operating Revenues	0	15,000	16,000	16,000	16,000	63,000

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

These vehicles will replace high mileage vehicles.

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	N/A	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Water availability is a prerequisite for economic growth and development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 14,882 residents will benefit from an improved water system.

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## Infrastructure Capital Improvement Plan FY2024-2028

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2026 001 **Priority:** High **ID:**39631

**Project Title:** Water Line Extensions to Unserved Areas **Class:** New **Type/Subtype:** Water - Water Supply

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 11,054,383 **Proposed project start date:** July 2023

**Project Location:** 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to conduct archaeological and environmental studies, acquire easements, rights of way, and water rights, plan, design, construct, purchase, and equip water line extensions to unserved areas for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** To conduct archaeological and environmental studies, acquire easements, rights of way, and water rights, plan, design, construct, purchase, and equip water line extensions to currently unserved areas. Water lines will be extended to unserved areas along Hwy 478 and in the Smokey Road and Sayles Road area.

### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	7,232,463	No	0	0		
CDBG	750,000	No	0	0		
FGRANT	7,232,463	No	0	0		
FLOAN	7,232,463	No	0	0		
SGRANT	7,232,463	No	0	0		
SLOAN	7,232,463	No	0	0		
NMFA	7,232,463	No	0	0		
NMFAL	7,232,463	No	0	0		
<b>TOTALS</b>	<b>51,377,244</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

		Estimated Costs Not Yet Funded					Total Project Cost
Completed	Funded to Date	2024	2025	2026	2027	2028	
No							

## Infrastructure Capital Improvement Plan FY2024-2028

Water Rights		0	0	0	200,000	50,000	0	250,000
Easements and Rights of Way	No	0	0	0	121,874	50,000	0	171,874
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	No	0	0	0	50,000	20,000	0	70,000
Environmental Studies	No	0	0	0	50,000	20,000	0	70,000
Planning	No	0	0	0	100,000	50,000	0	150,000
Design (Engr./Arch.)	No	0	0	0	600,000	219,548	0	819,548
Construction	No	0	0	0	6,000,000	3,000,000	0	9,000,000
Furnish/Equip/Vehicles	No	0	0	0	110,589	412,372	0	522,961
<b>TOTALS</b>		0	0	0	7,232,463	3,821,920	0	11,054,383
<b>Amount Not Yet Funded</b>		11,054,383						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	1,121,874	Yes	Yes	No	No	Yes	12
2	6,110,589	No	No	Yes	Yes	No	12
3	409,548	Yes	Yes	No	No	Yes	12
4	3,412,372	No	No	Yes	Yes	No	12
5	0	No	No	No	No	No	0
<b>TOTAL</b>	11,054,383						

## Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,000	3,000	3,000	3,000	3,000	15,000
Annual Operating Revenues	3,000	3,000	3,000	3,000	3,000	15,000

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful regionalization of ten water providers in southern Dona Ana county.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight of the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The availability of water is a prerequisite for economic growth and development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 14,882 residents will benefit from an improved water system.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

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## Infrastructure Capital Improvement Plan FY2024-2028

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unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)



# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2027 001 **Priority:** High **ID:**27612

**Project Title:** Green Projects **Class:** New **Type/Subtype:** Other - Other

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 100,000 **Proposed project start date:** July 2026

**Project Location:** 325 Holguin Road Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to conduct planning/feasibility studies for green projects including solar installations, wind power, and water reclamation for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** To conduct planning/feasibility studies for green projects including solar installations, wind power, and water reclamation.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
FGRANT	100,000	No	0	0		
FLOAN	100,000	No	0	0		
CAP	100,000	No	0	0		
NMFA	100,000	No	0	0		
CDBG	50,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	450,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				
			2024	2025	2026	2027	2028
Total Project Cost							
Water Rights	N/A	0	0	0	0	0	0

## Infrastructure Capital Improvement Plan FY2024-2028

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	0	0	100,000	0	100,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	0	100,000	0	100,000
<b>Amount Not Yet Funded</b>		100,000						

### PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

## Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						This is a planning study.
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will be in charge of oversight for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Water availability is a prerequisite for economic growth and development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 14,882 residents will benefit from an improved water system.

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## Infrastructure Capital Improvement Plan FY2024-2028

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## Infrastructure Capital Improvement Plan FY2024-2028

### ICIP Capital Project Description

**Year/Rank** 2027 002 **Priority:** High **ID:**34436

**Project Title:** Water Audit **Class:** New **Type/Subtype:** Water - Water Supply

**Contact Name:** Karen Nichols **Contact Phone:** 915-203-2057 **Contact E-mail:** karen.nichols@lrgauthority.org

**Total project cost:** 50,000 **Proposed project start date:** July 2026

**Project Location:** 325 Holguin Rd. Vado NM 88072 **Latitude:** 320705.25N **Longitude:** 1063946.02W

**Legislative Language:** to conduct a water audit for the lower Rio Grande public water works authority in Dona Ana county

**Scope of Work:** To hire a consultant to conduct a water audit.

#### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CDBG	50,000	No	0	0		
NMFA	50,000	No	0	0		
NMFAL	50,000	No	0	0		
OTHER	50,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>200,000</b>		<b>0</b>	<b>0</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2024	2025	2026	2027	2028	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

## Infrastructure Capital Improvement Plan FY2024-2028

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	0	0	50,000	0	50,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
<b>TOTALS</b>		0	0	0	0	50,000	0	50,000
<b>Amount Not Yet Funded</b>		50,000						

### PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0						

## Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why:						No operating costs for a planning project.
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	LRGPWWA	LRGPWWA	LRGPWWA	NA	LRGPWWA	LRGPWWA
Lease/operating agreement in place?	No	No		No	No	No

### More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The Lower Rio Grande Public Water Works Authority represents the successful grassroots regionalization effort of ten water providers in southern Dona Ana County.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The project manager will oversee the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The availability of water is a prerequisite for economic growth and development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. 14,882 residents will benefit from an improved water system.

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## Infrastructure Capital Improvement Plan FY2024-2028

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)



**Lower Rio Grande Public Water Works Authority**  
**Resolution Number FY2022-20**  
**Open Meetings Act Resolution for FY2023**

**WHEREAS**, THE Lower Rio Grande Public Water Works Authority (LRGPWWA) Board of Directors met in regular session at the LRGPWWA La Mesa Office, 521 St. Valentine, La Mesa, NM, on Wednesday, June 15, 2022, at 9:00, a.m., as required by law; and

**WHEREAS**, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

**WHEREAS**, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

**WHEREAS**, Section 10-15-1(D) of the Open Meetings Act requires the LRGPWWA Board of Directors to determine annually what constitutes reasonable notice of its public meetings;

**NOW, THEREFORE, BE IT RESOLVED** by the Lower Rio Grande Public Water Works Authority Board of Directors that:

1. All meetings shall be held at the offices of the Lower Rio Grande Public Water Works Authority at the locations indicated in the attached schedule of meetings notice and/or online in accordance with New Mexico Attorney General Office guidance, or as indicated in the meeting notice.
2. Unless otherwise specified, or adjusted to accommodate holidays, regular meetings shall be held each month on the third Wednesday of the month at 9:00 a.m. The agenda will be available at least seventy-two (72) hours prior to the meeting from the LRGPWWA Projects Department, whose office is located in Anthony, New Mexico. The agenda will usually also be posted at all of the offices of the LRGPWWA which are open to the public, at the public locations throughout all of the communities served by the LRGPWWA's water systems for which the LRGPWWA Projects Department maintains a list, and on the LRGPWWA's website at <https://lrgauthority.org/notices/>, and meeting notices will usually be emailed to any individual or entity who requests to be included in the LRGPWWA's board notification email list.
3. Notice of regular meetings other than those described in Paragraph 2 will be given ten (10) days in advance of the meeting date. The notice will include a copy of the agenda or

information on how a copy of the agenda may be obtained. If not included in the notice, the agenda will be available at least seventy-two (72) hours before the meeting and posted on the LRGPWWA's website at <https://lrgauthority.org/notices/>.

4. Special meetings may be called by the Chair or a majority of the directors upon three (3) days' notice. The notice for a special meeting shall include an agenda for the meeting or information on how a copy of the agenda may be obtained. The agenda will be available at least seventy-two (72) hours before the meeting and posted on the LRGPWWA's website at <https://lrgauthority.org/notices/>.

5. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The LRGPWWA Board of Directors will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chair or a majority of the directors with twenty-four (24) hours prior notice, unless threats of personal injury or property damage require less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten (10) days of taking action on an emergency matter, the LRGPWWA Board of Directors will notify the Attorney General's Office of the action that was taken and the circumstances creating the emergency.

6. For the purposes of regular meetings described in Paragraph 3 of this resolution, notice requirements are met if notice of the date, time, place and agenda is posted in the customer lobby of the LRGPWWA offices which are open to the public. Copies of the written notice shall also be mailed or emailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

7. For the purposes of special meetings and emergency meetings described in Paragraphs 4 and 5, notice requirements are met if notice of the date, time, place and agenda is posted in the customer lobby of all LRGPWWA offices that are open to the public. Telephone or email notice also shall be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

8. In addition to the information specified above, all notices shall include the following language:

*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 aid or service to attend or participate in the hearing or meeting, please contact the Mesquite office of the LRGPWWA at 575-233-5742, by mail at P.O. Box 2646, Anthony, NM 88021, or by email at [board@lrgauthority.org](mailto:board@lrgauthority.org) at least one (1) 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 use the same contact information if a summary or other type of accessible format is needed.*

9. The LRGPWWA may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.

(a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the LRGPWWA Board of Directors taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

(b) If a closed meeting is conducted when the LRGPWWA Board of Directors is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to the general public.

(c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the LRGPWWA Board of Directors in an open public meeting.

Passed by the Lower Rio Grande Public Water Works Authority Board of Directors this 15th day of June 2022.

**SEAL:**

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Esperanza Holguin, Board Chair

Attest:

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Joe Evaro, Secretary

# Lower Rio Grande Public Water Works Authority

## Amended Board of Directors Schedule for Meetings 2022-2023 *Modificado Horario de Reuniones de la Junta Directiva 2022-2023*

Unless otherwise specified to accommodate Holidays, the Lower Rio Grande PWWA Board will meet the third Wednesday of each month at 9:00 a.m. at the Lower Rio Grande PWWA Offices designated in this schedule. Agendas will be available seventy-two hours prior to the meeting at each Lower Rio Grande PWWA office that is open to the public.

*A menos que se especifique lo contrario para acomodar días de fiesta, el Consejo del Lower Rio Grande PWWA se reunirá el tercer miércoles de cada mes a las 9:00 de la mañana en las oficinas del Lower Rio Grande señaladas en este calendario. Las agendas serán disponibles 72 horas antes de la reunión en cada oficina del Lower Rio Grande PWWA que está abierto al público.*

9:00 a.m. July 20, 2022	La Mesa, 521 St. Valentine	9:00 a.m. 20 de Julio, 2022
9:00 a.m. August 17, 2022	La Mesa, 521 St. Valentine	9:00 a.m. 17 de agosto, 2022
9:00 a.m. September 21, 2022	East Mesa, 9774 Butterfield Blvd.	9:00 a.m. 21 de septiembre, 2022
9:00 a.m. October 19, 2022	La Mesa, 521 St. Valentine	9:00 a.m. 19 de octubre, 2022
9:00 a.m. November 09, 2022	La Mesa, 521 St. Valentine	9:00 a.m. 09 de noviembre, 2022
9:00 a.m. December 07, 2022	La Mesa, 521 St. Valentine	9:00 a.m. 7 de diciembre, 2022
9:00 a.m. January 18, 2023	East Mesa, 9774 Butterfield Blvd.	9:00 a.m. 18 de enero, 2023
9:00 a.m. February 15, 2023	La Mesa, 521 St. Valentine	9:00 a.m. 15 de febrero, 2023
9:00 a.m. March 15, 2023	La Mesa, 521 St. Valentine	9:00 a.m. 15 de marzo, 2023
9:00 a.m. April 19, 2023	East Mesa, 9774 Butterfield Blvd.	9:00 a.m. 19 de abril, 2023
9:00 a.m. May 17, 2023	La Mesa, 521 St. Valentine	9:00 a.m. 17 de mayo, 2023
9:00 a.m. June 21, 2023*	La Mesa, 521 St. Valentine	9:00 a.m. 21 de junio, 2023

\*June meeting will include a public hearing on the annual budget.

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 LRG PWWA 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 LRG PWWA office if a summary or other type of accessible format is needed.

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

## WARRANTY DEED

For good and valuable consideration, **Berino Mutual Domestic Water Consumer's Association**, Grantor, hereby grants, conveys, deeds, and transfers to **Lower Rio Grande Public Water Works Authority**, Grantee, whose mailing address is 325 Holguin Road, Vado, New Mexico, 88072, any and all of its rights and interests in the following described lands located in Dona Ana County, New Mexico and any and all fixtures and/or improvements located thereon, including storage tanks, buildings, wells, and water pipelines:

A certain tract or parcel of land, lying and being situate in the NW1/4 NW1/4 of Section 11, T.26S., R.3E., N.M.P.M., County of Dona Ana, State of New Mexico, and being more particularly described as follows to wit:

Beginning at a brass cap for the NW corner of said Section 11; thence easterly along the northerly line of Section 11; a distance of 200 feet to the true point and place of beginning; thence continuing easterly along said section line a distance of 50.0 feet; thence southerly, parallel with the westerly line of Section 11, a distance of 50.0 feet; thence westerly, parallel with the northerly line of Section 11, a distance of 50.0 feet; then northerly parallel with the westerly line of Section 11, a distance of 50.0 feet to the true point and place of beginning. Containing 0.057 acres.

The special statutory warranty covenants in this Warranty Deed run with the land and shall be binding on the Grantor and its successors in interest and are for the benefit of Grantee and its successors in interest, and include all water rights appurtenant to said lands, and easements and rights of ways granted to access said lands.

Dated: \_\_\_\_\_

BERINO MUTUAL DOMESTIC WATER CONSUMER'S  
ASSOCIATION  
BY LOWER RIO GRANDE PUBLIC WATER WORKS  
AUTHORITY AS SUCCESSOR IN INTEREST,

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Esperanza Holguin, Board Chair

STATE OF NEW MEXICO )  
COUNTY OF DONA ANA )s.

The foregoing instrument was acknowledged and signed before me this \_\_\_\_ day of June, 2022, by Esperanza Holguin, Chair of the Board of Directors of the Lower Rio Grande Public Water Works Authority as successor in interest to Berino Mutual Domestic Water Consumer's Association on behalf of said Association.

Notary Public



[www.lrgauthority.org](http://www.lrgauthority.org)

# **LOWER RIO GRANDE**

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## **Public Water Works Authority**

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### **Resolution #FY2022-21**

### **Approving Interim FY2023 Budget**

**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 Interim FY2023 Budget on June 15, 2022.

**Therefore**, be it resolved, the Board of Directors adopts and passes this resolution to approve and adopt the Interim FY2023 Budget officially approved on June 15, 2022.

PASSED, APPROVED, AND ADOPTED: June 15, 2022

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Esperanza Holguin, Chairman

Seal:

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Joe Evaro, Secretary

**State of New Mexico**  
**Local Government Budget Management System (LGBMS)**

**Operating Budget - Fiscal Year 2022-2023**  
**Lower Rio Grande Public WWA - Interim - Entity**  
**Detail Report Sorted by Fund and Department**

Printed from LGBMS on 2022-06-13 13:19:15

**11000 General Operating Fund**

**10000 Assets**

**0001 No Department**

<b>10100 Cash Assets</b>	<b>Original Budget</b>
10101 Unrestricted Cash	1,179,390.00
10102 Restricted Cash	660,559.00
<b>10100 Totals</b>	<b>1,839,949.00</b>
<b>0001 Totals</b>	<b>1,839,949.00</b>
<b>10000 Assets Totals</b>	<b>1,839,949.00</b>

**60000 Other Financing Sources**

**0001 No Department**

<b>61000 Transfers</b>	<b>Original Budget</b>
61200 Transfers Out	(300,000.00)
<b>61000 Totals</b>	<b>(300,000.00)</b>
<b>0001 Totals</b>	<b>(300,000.00)</b>
<b>60000 Other Financing Sources Totals</b>	<b>(300,000.00)</b>

**50100 Water Enterprise**

**40000 Revenues**

**0001 No Department**

<b>44000 Charges for Services</b>	<b>Original Budget</b>
44010 Administrative Fees	13,440.00
44190 Rental Fees	10,500.00
44220 Water Use Fees	3,082,275.00
44230 Utility Service Fees	5,250.00
44240 Utility Connection Fees	52,500.00
44250 Utility Re-Connection Fees	159,075.00
44270 Impact Fees	42,000.00
44990 Other Charges for Services	7,350.00
<b>44000 Totals</b>	<b>3,372,390.00</b>

<b>46000 Miscellaneous Revenues</b>	<b>Original Budget</b>
46050 Joint Power Agreements Income	102,000.00
46900 Miscellaneous - Other	111,300.00
<b>46000 Totals</b>	<b>213,300.00</b>
<b>0001 Totals</b>	<b>3,585,690.00</b>
<b>40000 Revenues Totals</b>	<b>3,585,690.00</b>

**50000 Expenditures**

**6003 Water Utility/Authority**

<b>51000 Salary &amp; Wages (FTE required)</b>	<b>Original Budget</b>
51020 Salaries - Full-Time Positions	1,128,750.00
51060 Salaries - Overtime	52,500.00
51900 Salaries - Other Wages	235,725.00
<b>51000 Totals</b>	<b>1,416,975.00</b>

<b>52000 Employee Benefits</b>	<b>Original Budget</b>
52010 FICA - Regular	84,000.00
52011 FICA - Medicare	18,900.00



52020 Retirement	183,750.00	
52030 Health and Medical Premiums	262,500.00	
52040 Life Insurance Premiums	13,125.00	
52050 Dental Insurance Premiums	13,125.00	
52060 Vision Insurance Medical Premiums	4,200.00	
52080 Other Insurance Premiums	525.00	
52100 Workers' Compensation Premium	15,750.00	
<b>52000 Totals</b>	<b>595,875.00</b>	
<b>53000 Travel Costs</b>	<b>Original Budget</b>	
53030 Travel - Employees	12,075.00	
53050 Transportation Costs	1,575.00	
<b>53000 Totals</b>	<b>13,650.00</b>	
<b>54000 Purchased Property Services</b>	<b>Original Budget</b>	
54030 Maintenance & Repairs - Grounds/Roadways	228,900.00	
54040 Maintenance & Repairs - Vehicles	52,500.00	
54999 Other Maintenance	105,000.00	
<b>54000 Totals</b>	<b>386,400.00</b>	
<b>55000 Contractual Services</b>	<b>Original Budget</b>	
55010 Contract - Audit	14,700.00	
55030 Contract - Professional Services	161,831.00	
55999 Contract - Other Services	10,500.00	
<b>55000 Totals</b>	<b>187,031.00</b>	
<b>56000 Supplies</b>	<b>Original Budget</b>	
56020 Supplies - General Office	11,550.00	
56030 Supplies - Field Supplies	100,984.00	
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	21,000.00	
56110 Supplies - Uniforms/Linen	15,750.00	
56120 Supplies - Vehicle Fuel	63,000.00	
56999 Supplies - Other	152,250.00	
<b>56000 Totals</b>	<b>364,534.00</b>	
<b>57000 Operating Costs</b>	<b>Original Budget</b>	
57050 Employee Training	5,250.00	
57070 Insurance - General Liability/Property	94,500.00	
57080 Postage	3,150.00	
57090 Printing/Publishing/Advertising	49,875.00	
57150 Subscriptions & Dues	3,150.00	
57160 Telecommunications	42,000.00	
57170 Utilities - Electricity	232,050.00	
57171 Utilities - Natural Gas	3,150.00	
57999 Other Operating Costs	53,550.00	
<b>57000 Totals</b>	<b>486,675.00</b>	
<b>59000 Debt Service</b>	<b>Original Budget</b>	
59010 Debt Service - Principal Payments	276,000.00	
59020 Debt Service - Interest Payments	158,550.00	
<b>59000 Totals</b>	<b>434,550.00</b>	
<b>6003 Totals</b>	<b>3,885,690.00</b>	
<b>50000 Expenditures Totals</b>	<b>3,885,690.00</b>	
<b>60000 Other Financing Sources</b>		
<b>0001 No Department</b>		
<b>61000 Transfers</b>	<b>Original Budget</b>	
61100 Transfers In	300,000.00	
<b>61000 Totals</b>	<b>300,000.00</b>	
<b>0001 Totals</b>	<b>300,000.00</b>	

60000 Other Financing Sources Totals	300,000.00
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## 50300 Wastewater/Sewer Enterprise

### 40000 Revenues

#### 0001 No Department

44000 Charges for Services	Original Budget
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44230 Utility Service Fees	196,350.00
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44240 Utility Connection Fees	32,025.00
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44990 Other Charges for Services	4,725.00
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44000 Totals	233,100.00
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0001 Totals	233,100.00
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40000 Revenues Totals	233,100.00
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### 50000 Expenditures

#### 6005 Wastewater Utility/Authority

51000 Salary & Wages (FTE required)	Original Budget
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51020 Salaries - Full-Time Positions	52,500.00
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51060 Salaries - Overtime	4,725.00
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51000 Totals	57,225.00
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52000 Employee Benefits	Original Budget
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52010 FICA - Regular	525.00
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52011 FICA - Medicare	2,625.00
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52020 Retirement	7,350.00
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52000 Totals	10,500.00
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54000 Purchased Property Services	Original Budget
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54999 Other Maintenance	78,750.00
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54000 Totals	78,750.00
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56000 Supplies	Original Budget
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56030 Supplies - Field Supplies	29,925.00
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56000 Totals	29,925.00
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57000 Operating Costs	Original Budget
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57170 Utilities - Electricity	9,450.00
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57000 Totals	9,450.00
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59000 Debt Service	Original Budget
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59010 Debt Service - Principal Payments	31,750.00
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59020 Debt Service - Interest Payments	15,500.00
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59000 Totals	47,250.00
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6005 Totals	233,100.00
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50000 Expenditures Totals	233,100.00
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ALL FUNDS	Original Budget
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10000 Assets	1,839,949.00
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40000 Revenues	3,818,790.00
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50000 Expenditures	4,118,790.00
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60000 Other Financing Sources	0.00
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			Beginning Restricted Cash			\$ 660,559.00													
			Beginning Unrestricted Cash			\$ 1,179,390.00													
Edit	Account	Type	Account Name	FYE2022 Budget	FYE2023 Interim Budget		Edit	Account	Type	Account Name	FYE2022 Budget	FYE2023 Interim Budget							
	001-45015	Revenue	44010 Copy/Fax	\$ (100.00)	\$ (105.00)			150-40000	Revenue	44230 Operating Revenue-Sewer	\$ (187,000.00)	\$ (196,350.00)	\$ (196,350.00)						
	100-40012	Revenue	44010 Credit Card Fees	\$ (12,000.00)	\$ (12,600.00)			150-40001	Revenue	44240 Activation & Deactivation Fees-Sewer	\$ (500.00)	\$ (525.00)							
	100-40013	Revenue	44010 Miscellaneous Revenue (DAC Letter)	\$ (200.00)	\$ (210.00)			150-40020	Revenue	44240 Anthony WSD Revenue	\$ (5,000.00)	\$ (5,250.00)							
	100-40011	Revenue	44010 Returned Check Fees	\$ (500.00)	\$ (525.00)	\$ (13,440.00)		150-40002	Revenue	44240 Installation Fees-Sewer	\$ (25,000.00)	\$ (26,250.00)	\$ (32,025.00)						
	100-40017	Revenue	44190 Hydrant Meter Rental Fee	\$ (5,000.00)	\$ (5,250.00)			150-40015	Revenue	44990 Penalties-Sewer	\$ (4,500.00)	\$ (4,725.00)	\$ (4,725.00)						
	001-45000	Revenue	44190 Tower Rent	\$ (5,000.00)	\$ (5,250.00)	\$ (10,500.00)		150-45010	Revenue	46030 Intrest	\$ -	\$ -	\$ -						
	100-45001	Revenue	44220 Billing Adjustments-Water	\$ -	\$ -						\$ (222,000.00)	\$ (233,100.00)	\$ (233,100.00)						
	100-40000	Revenue	44220 Operating Revenue-Water	\$ (2,935,500.00)	\$ (3,082,275.00)	\$ (3,082,275.00)													
	100-40003	Revenue	44230 Activation & Deactivation Fees-Water	\$ (5,000.00)	\$ (5,250.00)	\$ (5,250.00)	Edit	Account	Type	Account Name	FYE2022 Budget	FYE2023 Interim Budget							
	100-40002	Revenue	44240 Installation Fees-Water	\$ (50,000.00)	\$ (52,500.00)	\$ (52,500.00)		150-70-630	Expense	51020 Regular Pay	\$ 50,000.00	\$ 52,500.00							
	100-40015	Revenue	44250 After Hours Charge	\$ (1,500.00)	\$ (1,575.00)			150-80-630	Expense	51020 Regular Pay	\$ -	\$ -	\$ 52,500.00						
	100-40007	Revenue	44250 Delinquency Fee	\$ (75,000.00)	\$ (78,750.00)			150-70-630	Expense	51060 Overtime	\$ 4,500.00	\$ 4,725.00							
	100-40008	Revenue	44250 Penalties-Water	\$ (75,000.00)	\$ (78,750.00)	\$ (159,075.00)		150-80-630	Expense	51060 Overtime	\$ -	\$ -	\$ 4,725.00						
	100-40010	Revenue	44270 Impact Fees	\$ (40,000.00)	\$ (42,000.00)	\$ (42,000.00)		150-00-630	Expense	51900 Accrued Leave	\$ -	\$ -	-						
	100-40005	Revenue	44990 Backflow Testing	\$ (7,000.00)	\$ (7,350.00)			150-00-630	Expense	51900 Annual Leave Pay	\$ -	\$ -	-						
	100-40004	Revenue	44990 Meter Relocation	\$ -	\$ -			150-70-630	Expense	51900 Holiday Pay	\$ -	\$ -	-						
	100-40016	Revenue	44990 Meter Test Fee	\$ -	\$ -			150-80-630	Expense	51900 Holiday Pay	\$ -	\$ -	\$ -						
	100-40006	Revenue	44990 Tampering Fee/Line Breaks	\$ -	\$ -	\$ (7,350.00)		150-70-630	Expense	52010 Payroll Taxes-Social Security	\$ 500.00	\$ 525.00							
	001-45010	Revenue	46030 Interest	\$ -	\$ -	\$ -		150-80-630	Expense	52010 Payroll Taxes-Social Security	\$ -	\$ -	\$ 525.00						
	001-45025	Revenue	46050 Contract Services - O & M	\$ (40,000.00)	\$ (102,000.00)	\$ (102,000.00)		150-70-630	Expense	52011 Payroll Taxes-Medicare	\$ 2,500.00	\$ 2,625.00							
	001-45022	Revenue	46900 Annual Farm Rental for Vado Property	\$ (5,000.00)	\$ (5,250.00)			150-80-630	Expense	52011 Payroll Taxes-Medicare	\$ -	\$ -	\$ 2,625.00						
	001-40019	Revenue	46900 DAC Trash Coupon Fee	\$ (1,000.00)	\$ (1,050.00)			150-00-630	Expense	52020 401K Annual Contribution	\$ 5,000.00	\$ 5,250.00							
	100-40019	Revenue	46900 DAC Trash Coupon Fee	\$ -	\$ -			150-00-630	Expense	52020 401K Company	\$ -	\$ -	-						
	001-45005	Revenue	46900 Fiscal Agent Fees	\$ (50,000.00)	\$ (52,500.00)			150-00-630	Expense	52020 401K Employee Contribution Match	\$ 2,000.00	\$ 2,100.00	\$ 7,350.00						
	100-40009	Revenue	46900 Membership Fees	\$ (5,000.00)	\$ (5,250.00)			150-00-64	Expense	54999 DAC Waste Water Flow Charge	\$ 50,000.00	\$ 52,500.00							
	001-45020	Revenue	46900 Other Income	\$ (45,000.00)	\$ (47,250.00)			150-00-64	Expense	54999 Lab & Chemicals-Sewer	\$ 10,000.00	\$ 10,500.00							
	100-40018	Revenue	46900 Permit Fees	\$ -	\$ -			150-00-65	Expense	54999 Locates	\$ -	\$ -	-						
	100-49000	Revenue	46900 UB - Liens	\$ -	\$ -	\$ (111,300.00)		150-70-65	Expense	54999 Maint. & Repairs-Sewer System	\$ 15,000.00	\$ 15,750.00	\$ 78,750.00						
				\$ (3,357,800.00)	\$ (3,585,690.00)	\$(3,585,690.00)		150-00-60	Expense	55030 Professional Fees-Other	\$ -	\$ -	\$ -						
								150-00-64	Expense	56030 Supplies & Materials	\$ 28,500.00	\$ 29,925.00							
								150-70-64	Expense	56030 Supplies & Materials	\$ -	\$ -	\$ 29,925.00						
Edit	Account	Type	Account Name	FYE2022 Budget	FYE2023 Interim Budget			150-70-60	Expense	57050 Training	\$ -	\$ -	\$ -						
	001-00-63040	Expense	51020 Administrative Labor	\$ 5,000.00	\$ 5,250.00			150-00-64	Expense	57170 Electricity-Sewer	\$ 9,000.00	\$ 9,450.00	\$ 9,450.00						
	001-10-63000	Expense	51020 Regular Pay	\$ -	\$ -			150-00-60	Expense	57999 Legal Notices	\$ -	\$ -							
	001-20-63000	Expense	51020 Regular Pay	\$ 415,000.00	\$ 435,750.00			150-00-60	Expense	57999 Licenses & Fees	\$ -	\$ -	-						
	001-30-63000	Expense	51020 Regular Pay	\$ 135,000.00	\$ 141,750.00			150-00-60	Expense	57999 Permit Fees	\$ -	\$ -	\$ -						
	100-40-63000	Expense	51020 Regular Pay	\$ 110,000.00	\$ 115,500.00			150-00-60	Expense	59010 Debt Service	\$ 20,000.00	\$ 31,750.00	\$ 31,750.00						
	100-50-63000	Expense	51020 Regular Pay	\$ 130,000.00	\$ 136,500.00			150-00-60	Expense	59020 Interest paid to NMED	\$ -	\$ -	-						
	100-60-63000	Expense	51020 Regular Pay	\$ 280,000.00	\$ 294,000.00	\$ 1,128,750.00		150-00-60	Expense	59020 Interest paid to NMFA	\$ -	\$ -	-						
	001-00-63060	Expense	51050 Contract Labor	\$ -	\$ -	\$ -		150-00-60	Expense	59020 Interest paid to USDA	\$ 25,000.00	\$ 15,500.00	\$ 15,500.00						
	001-10-63001	Expense	51060 Overtime	\$ 500.00	\$ 525.00						\$ 222,000.00	\$ 233,100.00	\$ 233,100.00						
	001-20-63001	Expense	51060 Overtime	\$ 8,000.00	\$ 8,400.00														
	001-30-63001	Expense	51060 Overtime	\$ 5,000.00	\$ 5,250.00														
	100-40-63001	Expense	51060 Overtime	\$ 4,000.00	\$ 4,200.00														
	100-50-63001	Expense	51060 Overtime	\$ 12,500.00	\$ 13,125.00														
	100-60-63001	Expense	51060 Overtime	\$ 20,000.00	\$ 21,000.00	\$ 52,500.00													
	001-00-63008	Expense	51900 Annual Leave Pay	\$ 118,000.00	\$ 123,900.00														
	001-00-63006	Expense	51900 Bereavement Leave	\$ 1,500.00	\$ 1,575.00														
	001-10-63006	Expense	51900 Holiday Pay	\$ -	\$ -														
	001-20-63006	Expense	51900 Holiday Pay	\$ 25,000.00	\$ 26,250.00														
	001-30-63006	Expense	51900 Holiday Pay	\$ 5,000.00	\$ 5,250.00														
	100-40-63006	Expense	51900 Holiday Pay	\$ 5,000.00	\$ 5,250.00														
	100-50-63006	Expense	51900 Holiday Pay	\$ 10,000.00	\$ 10,500.00														
	100-60-63006	Expense	51900 Holiday Pay	\$ 10,000.00	\$ 10,500.00														
	001-00-63007	Expense	51900 Sick Pay	\$ 50,000.00	\$ 52,500.00														
	100-00-63007	Expense	51900 Sick Pay	\$ -	\$ -	\$ 235,725.00													
	001-00-63170	Expense	52010 Payroll Taxes-Social Security	\$ 11,000.00	\$ 11,550.00														
	001-10-63170	Expense	52010 Payroll Taxes-Social Security	\$ 500.00	\$ 525.00														
	001-20-63170	Expense	52010 Payroll Taxes-Social Security	\$ 28,000.00	\$ 29,400.00														
	001-30-63170	Expense	52010 Payroll Taxes-Social Security	\$ 8,000.00	\$ 8,400.00														
	100-40-63170	Expense	52010 Payroll Taxes-Social Security	\$ 6,500.00	\$ 6,825.00														
	100-50-63170	Expense	52010 Payroll Taxes-Social Security	\$ 10,000.00	\$ 10,500.00														
	100-60-63170	Expense	52010 Payroll Taxes-Social Security	\$ 16,000.00	\$ 16,800.00	\$ 84,000.00													
	001-00-63160	Expense	52011 Payroll Taxes-Medicare	\$ 3,000.00	\$ 3,150.00														

001-10-63160	Expense	52011 Payroll Taxes-Medicare	\$ -	\$ -															
001-20-63160	Expense	52011 Payroll Taxes-Medicare	\$ 6,000.00	\$ 6,300.00															
001-30-63160	Expense	52011 Payroll Taxes-Medicare	\$ 2,000.00	\$ 2,100.00															
100-40-63160	Expense	52011 Payroll Taxes-Medicare	\$ 1,000.00	\$ 1,050.00															
100-50-63160	Expense	52011 Payroll Taxes-Medicare	\$ 2,000.00	\$ 2,100.00															
100-60-63160	Expense	52011 Payroll Taxes-Medicare	\$ 4,000.00	\$ 4,200.00	\$ 18,900.00														
100-00-63070	Expense	52020 401K Company	\$ 83,500.00	\$ 87,675.00															
001-00-63070	Expense	52020 401K Company Match	\$ 85,000.00	\$ 89,250.00															
001-00-63020	Expense	52020 401K Employee Contribution Match	\$ -	\$ -															
100-00-63020	Expense	52020 401K Employee Contribution Match	\$ -	\$ -															
001-00-60120	Expense	52020 Retirement Account Fees	\$ 6,500.00	\$ 6,825.00	\$ 183,750.00														
001-00-63110	Expense	52030 Insurance-Health	\$ 250,000.00	\$ 262,500.00	\$ 262,500.00														
001-00-63125	Expense	52040 Insurance: Life & Disability	\$ 12,500.00	\$ 13,125.00	\$ 13,125.00														
001-00-63100	Expense	52050 Insurance-Dental	\$ 12,500.00	\$ 13,125.00	\$ 13,125.00														
001-00-63200	Expense	52060 Insurance-Vision	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00														
001-00-63135	Expense	52080 Drug Testing	\$ 500.00	\$ 525.00	\$ 525.00														
001-00-63115	Expense	52100 Work Comp Insurance	\$ 15,000.00	\$ 15,750.00	\$ 15,750.00														
100-40-60140	Expense	53030 Travel:Airfare Per Diem	\$ 3,000.00	\$ 3,150.00															
001-00-60150	Expense	53030 Travel:Lodging Per Diem	\$ 2,500.00	\$ 2,625.00															
100-40-60150	Expense	53030 Travel:Lodging Per Diem	\$ 1,500.00	\$ 1,575.00															
001-00-60155	Expense	53030 Travel:Meals Per Diem	\$ 1,000.00	\$ 1,050.00															
100-40-60155	Expense	53030 Travel:Meals Per Diem	\$ 1,000.00	\$ 1,050.00															
001-00-60160	Expense	53030 Travel:Mileage/Parking Per Diem	\$ 1,500.00	\$ 1,575.00															
001-00-60165	Expense	53030 Travel:Vehicle Rental Per Diem	\$ 1,000.00	\$ 1,050.00	\$ 12,075.00														
001-00-63130	Expense	53050 Mileage	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00														
001-40-65330	Expense	54030 Maintenance & Repairs-Infrastructure	\$ -	\$ 218,400.00															
001-70-65330	Expense	54030 Maintenance & Repairs-Meters	\$ -	\$ -															
001-20-65330	Expense	54030 Maintenance & Repairs-Other	\$ 5,000.00	\$ 5,250.00															
001-60-65330	Expense	54030 Maintenance & Repairs-Planned	\$ 5,000.00	\$ 5,250.00	\$ 228,900.00														
001-10-65010	Expense	54040 Automobile Repairs & Maint. LRG-00 Misc	\$ 50,000.00	\$ 52,500.00	\$ 52,500.00														
001-00-60125	Expense	54999 Easements & Leases	\$ 10,000.00	\$ 10,500.00															
001-00-66100	Expense	54999 Government Penalties & Interest	\$ -	\$ -															
001-00-60055	Expense	54999 Legal Notices	\$ 2,500.00	\$ 2,625.00															
100-00-60060	Expense	54999 Licenses & Fees	\$ -	\$ -															
100-00-65300	Expense	54999 Locates	\$ 2,500.00	\$ 2,625.00															
001-20-65320	Expense	54999 Maint. & Repairs-Office	\$ 10,000.00	\$ 10,500.00															
001-10-65320	Expense	54999 Maint. & Repairs-Pavement Patches	\$ -	\$ -															
100-40-65310	Expense	54999 Maint. & Repairs-Wells & Boosters	\$ 50,000.00	\$ 52,500.00															
001-10-65330	Expense	54999 Maintenance & Repairs-Heavy Equipment	\$ 10,000.00	\$ 10,500.00															
100-40-66700	Expense	54999 Water Conservation Fee	\$ 15,000.00	\$ 15,750.00	\$ 105,000.00														
001-00-60010	Expense	55010 Audit	\$ 14,000.00	\$ 14,700.00	\$ 14,700.00														
001-00-60005	Expense	55030 Accounting Fees	\$ 500.00	\$ 525.00															
100-00-64501	Expense	55030 Building Rent-Vado School Building	\$ 1,625.00	\$ 1,706.25															
001-00-65230	Expense	55030 Computer Maintenance	\$ 70,000.00	\$ 73,500.00															
001-00-60035	Expense	55030 Engineering Fees	\$ 60,000.00	\$ 63,000.00															
001-00-60050	Expense	55030 Legal Fees	\$ 5,000.00	\$ 5,250.00															
001-00-60090	Expense	55030 Professional Fees-Other	\$ 10,000.00	\$ 10,500.00															
001-20-65561	Expense	55030 Telstar Maintenance Contract	\$ 7,000.00	\$ 7,350.00	\$ 161,831.25														
001-10-65240	Expense	55999 Equipment Rental	\$ 2,500.00	\$ 2,625.00															
100-00-65277	Expense	55999 Generator Maintenance Contract	\$ 3,000.00	\$ 3,150.00															
100-00-65275	Expense	55999 SCADA Maintenance Fee	\$ 2,000.00	\$ 2,100.00															
100-00-65320	Expense	55999 Service Agreements	\$ 2,500.00	\$ 2,625.00	\$ 10,500.00														
001-10-65260	Expense	56020 Kitchen & Cleaning Supplies	\$ 1,000.00	\$ 1,050.00															
001-10-65350	Expense	56020 Office Supplies	\$ 2,500.00	\$ 2,625.00															
001-20-65350	Expense	56020 Office Supplies	\$ 7,500.00	\$ 7,875.00	\$ 11,550.00														
100-40-65280	Expense	56030 Chemicals-Water	\$ 35,000.00	\$ 36,750.00															
100-00-65278	Expense	56030 Meter Testing/Repair/Replacement	\$ 61,175.00	\$ 64,233.75	\$ 100,983.75														
001-00-60026	Expense	56040 Computer Hardware	\$ 10,000.00	\$ 10,500.00															
001-00-65370	Expense	56040 Tool Furniture	\$ 10,000.00	\$ 10,500.00	\$ 21,000.00														
001-10-65390	Expense	56110 Uniforms-Employee	\$ 15,000.00	\$ 15,750.00	\$ 15,750.00														
001-10-65250	Expense	56120 Fuel	\$ 60,000.00	\$ 63,000.00	\$ 63,000.00														
001-10-60016	Expense	56999 Inventory Adjustment	\$ -	\$ -															
001-00-65340	Expense	56999 Inventory Disbursements	\$ 95,000.00	\$ 99,750.00															
001-40-65340	Expense	56999 Inventory Disbursements	\$ -	\$ -															
100-00-65340	Expense	56999 Inventory Disbursements	\$ -	\$ -															
100-10-65345	Expense	56999 Non Inventory-Consumables	\$ 25,000.00	\$ 26,250.00															
100-20-65345	Expense	56999 Non Inventory-Special Order	\$ 25,000.00	\$ 26,250.00	\$ 152,250.00														
001-00-60130	Expense	57050 Training	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00														

001-00-66200	Expense	57070 Insurance-General Liability	\$ 90,000.00	\$ 94,500.00	\$ 94,500.00								
001-00-60080	Expense	57080 Postage	\$ 2,500.00	\$ 2,625.00									
100-50-60080	Expense	57080 Postage-UPS Fed Ex	\$ 500.00	\$ 525.00	\$ 3,150.00								
001-20-65360	Expense	57090 Printing and Copying	\$ 47,500.00	\$ 49,875.00	\$ 49,875.00								
001-00-60030	Expense	57150 Dues and Subscriptions	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00								
001-20-65490	Expense	57160 Cell Phone	\$ 20,000.00	\$ 21,000.00									
001-20-65560	Expense	57160 Telephone	\$ 20,000.00	\$ 21,000.00	\$ 42,000.00								
001-00-65500	Expense	57170 Electricity-Lighting	\$ 6,000.00	\$ 6,300.00									
001-20-65510	Expense	57170 Electricity-Offices	\$ 15,000.00	\$ 15,750.00									
100-40-65520	Expense	57170 Electricity-Wells	\$ 200,000.00	\$ 210,000.00	\$ 232,050.00								
001-20-65540	Expense	57171 Natural Gas	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00								
001-00-60020	Expense	57999 Bank Service Charges	\$ 15,000.00	\$ 15,750.00									
001-00-60025	Expense	57999 Cash Short/Over	\$ 500.00	\$ 525.00									
001-00-60175	Expense	57999 Fixed Asset Disposal Fees	\$ -	\$ -									
001-20-65530	Expense	57999 Garbage Service	\$ 3,000.00	\$ 3,150.00									
001-10-65255	Expense	57999 GPS Insights Charges	\$ 7,000.00	\$ 7,350.00									
100-00-65270	Expense	57999 Lab Testing Fees-Water	\$ 5,000.00	\$ 5,250.00									
001-00-60045	Expense	57999 Late Fees	\$ 1,000.00	\$ 1,050.00									
001-00-60060	Expense	57999 Licenses & Fees	\$ 5,000.00	\$ 5,250.00									
001-00-60065	Expense	57999 Meals	\$ 2,500.00	\$ 2,625.00									
100-00-60075	Expense	57999 Permit Fees	\$ 1,500.00	\$ 1,575.00									
001-50-65330	Expense	57999 Permits/Bores/Density Test	\$ 1,500.00	\$ 1,575.00									
001-20-65550	Expense	57999 Security/Alarm	\$ 5,000.00	\$ 5,250.00									
100-00-65276	Expense	57999 Test Equipment Calibration	\$ 2,000.00	\$ 2,100.00									
001-20-65570	Expense	57999 Wastewater	\$ 2,000.00	\$ 2,100.00	\$ 53,550.00								
100-00-60600	Expense	59010 Debt Service	\$ 128,000.00	\$ 276,000.00	\$ 276,000.00								
001-00-60625	Expense	59020 Interest paid to NMED	\$ -	\$ -									
100-00-60625	Expense	59020 Interest paid to NMED	\$ 14,000.00	\$ 14,700.00									
001-00-60650	Expense	59020 Interest paid to NMFA	\$ 20,000.00	\$ 21,000.00									
100-00-60650	Expense	59020 Interest paid to NMFA	\$ 17,000.00	\$ 17,850.00									
100-00-60675	Expense	59020 Interest paid to USDA	\$ 100,000.00	\$ 105,000.00	\$ 158,550.00								
			\$ 3,357,800.00	\$ 3,885,690.00	\$ 3,885,690.00								
		Reserve Funds Used		\$ 300,000.00									
		Ending Cash			\$ 879,390.00								

June 9, 2022

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

**RE: Professional Services Agreements: On-call Engineering Services**

Dear Ms. Nichols:

Bohannon Huston, Inc., (BHI) is pleased to provide the attached EJCDC E-505, Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition; this agreement will be utilized for General Engineering Services not funded in full or part by the state or federal government. General Engineering Services will be detailed in a duly executed Task Order for each Specific Project.

If projects are funded in whole or in part by State funding the Agreements for Engineering Services (Publicly Funded Project) and attachments will be prepared and utilized. If **projects with federal funds** administered by federal agencies such as the United States Department of Agriculture (USDA), EJCDC E-500, Agreement Between Owner and Engineer for Professional Services and exhibits will be prepared and utilized.

If acceptable, please execute the Agreement Between Owner and Engineer for Professional Services – Task order Edition for immediate work tasks. We will arrange a meeting with you to discuss other capital improvements projects under way or planned that will require the other pertinent contracts depending on funding. If you have any questions, please contact me directly at 575-532-8670. Thank you and we look forward to working with you.

Sincerely,



Matthew R. Thompson, PE  
Senior Vice President

Enclosures

MRT/dg

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**TASK ORDER EDITION**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**TASK ORDER EDITION**

THIS IS AN AGREEMENT effective as of June 15, 2022 ("Effective Date of the Agreement") between  
Lower Rio Grande Public Water Works Authority ("Owner") and  
Bohannon Huston Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

**1.02 Task Order Procedure**

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

## ARTICLE 2 – OWNER’S RESPONSIBILITIES

### 2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

## ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

### 3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for **[4]** years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

### 3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. 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.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

## **ARTICLE 4 – INVOICES AND PAYMENTS**

### **4.01    *Invoices***

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### **4.02    *Payments***

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

## **ARTICLE 5 – OPINIONS OF COST**

### **5.01    *Opinions of Probable Construction Cost***

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' 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 requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### **5.02    *Designing to Construction Cost Limit***

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

### **5.03    *Opinions of Total Project Costs***

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## **ARTICLE 6 – GENERAL CONSIDERATIONS**

### **6.01    *Standards of Performance***

- A. *Standard of Care:* The standard of care for 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 the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
  - a. changes after the Effective Date of the Task Order to Laws and Regulations;
  - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
  - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as

appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of



payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

#### 6.06 *Suspension and Termination*

##### A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

##### B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
  - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of

the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

- c. Engineer shall have no liability to Owner on account of such termination.
  - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, 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 to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. 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 Constructor, other third-party 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 the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
  - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "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 a specific Task Order or this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, 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 this Agreement, any Task Order, or a Specific Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
  3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
  4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
  6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this

Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.



30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

### 8.02 *Exhibits Included:*

- A. Exhibit A, Engineer's Services for Task Order – To be used in future task orders.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work– To be used in future task orders.
- F. Exhibit F, Construction Cost Limit– To be used in future task orders.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Task Order – Not Used

### 8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

### 8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

#### 8.05 *Engineer's Certifications*


- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.**

OWNER: Lower Rio Grande Public Water Works  
Authority

By: \_\_\_\_\_  
Print Name: Esperanza Holguin  
Title: Board Chair  
Date Signed: June 15, 2022

ENGINEER: Bohannon Huston Inc.

By:   
Print Name: Matthew R. Thompson, PE  
Title: Senior Vice President  
Date Signed: 6/8/2022

Engineer License or Firm's Certificate No. (if required):  
13868

State of : New Mexico

Date Signed: \_\_\_\_\_

Date Signed: 6/8/2022

Address for Owner's receipt of notices:

325 Holguin Road  
Vado, NM 88072

Address for Engineer's receipt of notices:

425 S. Telshor Blvd. Suite C-103  
Las Cruces, NM 88011

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

Matthew Thompson

Title: Senior Vice President

Phone Number: 575-202-6440

E-Mail Address: mtompson@bhinc.com

**SUGGESTED FORM OF  
TASK ORDER**

This is Task Order No. _____, consisting of _____ pages.
--

**Task Order – To be used in future task orders**

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

***[Select one of the following three options and delete the other two.]***

- ☐ set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

***[or]***

- ☐ as follows: [ ] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

***[or]***

- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)
- Final Design Phase (Exhibit A, Paragraph A1.03)

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**Task Order Form**

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.

- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
  - including Resident Project Representative (RPR) services (A1.05.A.2)
  - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

***[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.***

***2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]***

C. Designing to a Construction Cost Limit

***[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar]]***

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$\_\_\_\_\_. The bidding or negotiating contingency to be added to the Construction Cost Limit is \_\_\_\_\_ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

E. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

### 3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

***[Select one of the following three options and delete the other two.]***

- ☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

***[or]***

- ☐ as follows: [ ] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

***[or]***

- ☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

### 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

<b><u>Party</u></b>	<b><u>Action</u></b>	<b><u>Schedule</u></b>
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of Owner’s authorization to proceed with Preliminary Design Phase services.

Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

***[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]***



Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[ ]	[ ]
a. Study and Report Phase (A1.01)	\$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	\$[ ]	[ ]
d. Construction Phase (A1.05)*	\$[ ]	[ ]
e. Resident Project Representative Services* (A1.05.A.2).	\$[ ]	[ ]
f. Post-Construction Phase (A1.06)	\$[ ]	[ ]
g. Commissioning Phase (A1.07)	\$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	\$[ ]	[ ]
<b>TOTAL COMPENSATION (lines 1.a-h)</b>	\$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]*

\*Based on a [ ] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order:**

**8. Other Modifications to Agreement and Exhibits:**

*[Supplement or modify Agreement and Exhibits, if appropriate.]*

**9. Attachments:**

**10. Other Documents Incorporated by Reference:**

## 11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [    ].

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Engineer License or Firm's  
Certificate No. (if required): \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

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### Task Order Form

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## Engineer's Services for Task Order

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### *[Introductory Note to User:*

*The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.*

*Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.]*

## **PART 1—BASIC SERVICES**

### **A1.01 Study and Report Phase Services**

#### **A. As Basic Services, Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
  - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
  14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
  15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

#### A1.02 *Preliminary Design Phase*

- A. As Basic Services, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
  2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
  3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
  4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
  5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
  7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

***[Note to User***

***Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]***

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
  10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

**A1.03 Final Design Phase**

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

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**Exhibit A – Engineer's Services**

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3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

#### A1.04 *Bidding or Negotiating Phase*

##### A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
  7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).



A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress 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 the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction 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 Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's

Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

#### A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
  2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
  3. Prepare operation and maintenance manuals.
  4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
  5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

## **PART 2—ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's 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 Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
  5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
  6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
  7. Undertaking investigations and studies including, but not limited to:
    - a. detailed consideration of operations, maintenance, and overhead expenses;
    - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do

- not include rendering advice regarding municipal financial products or the issuance of municipal securities;
- c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
  - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
  - 10. Providing the following services:
    - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
    - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
  - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
  - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
  - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
  - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
  - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be



performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
  18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
  19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
  20. Preparation of operation, maintenance, and staffing manuals.
  21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
  22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
  23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
  24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
  25. Overtime work requiring higher than regular rates.
  26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
  27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
  28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
  29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
  30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization

from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

## **Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

### **B2.01 Specific Responsibilities**

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - a. Property descriptions.

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**Exhibit B– Owner's Responsibilities**

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- b. Zoning, deed, and other land use restrictions.
  - c. Utility and topographic mapping and surveys.
  - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
  - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- 5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
  - 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
    - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
    - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
    - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
  - 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
  - 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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**Exhibit B– Owner's Responsibilities**

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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**Exhibit B– Owner's Responsibilities**

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20. Perform or provide the following: ***None***

This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

## **Payments to Engineer for Services and Reimbursable Expenses**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### **C2.01 *Basis of Compensation***

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
  - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
  - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
  - 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

#### **C2.02 *Explanation of Compensation Methods***

##### **A. *Lump Sum***

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
- 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges)
- 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

##### **B. *Standard Hourly Rates***

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [June 1, 2022]) to reflect equitable changes in the compensation payable to Engineer.

*C. Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [1] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [June 1, 2022]) to reflect equitable changes in the compensation payable to Engineer.



### C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **[1]**.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of **[1.1]**.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

### C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of **[\*\*]** times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

### C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [ ].

## **Reimbursable Expenses Schedule**

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Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

### **MATERIALS AND REIMBURSABLE EXPENSES**

**Plotting, Printing and Binding** - As invoiced at cost of labor and materials.

**Courier / Delivery Service** - As invoiced by provider.

**Mileage** - As published for the IRS Standard Mileage Rate.

**Per Diem/Travel** - Field personnel in accordance with the latest GSA Schedule based on location of service.

Office/Professional staff travel costs, meals and lodging will be billed at cost.

**Survey Equipment Charge** - \$25.00/Hour.

**Survey Material Charge** - \$2.60/Hour.

**Expert Witness** - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

**Other Direct Project Expenses** - At Cost.

**Overtime** - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

**Applicable Gross Receipts or Sales and Use Tax** - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

**UAV Usage Charge** - Rates shall be negotiated based on the requirements of the contract.

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

## Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

**BOHANNAN HUSTON, INC.  
FEE SCHEDULE HOURLY RATES  
OCTOBER 2, 2021**

	1	2	3	4	5	6	7
<b>ENGINEER</b> Civil, Structural, Mechanical, Electrical	\$105	\$123	\$143	\$163	\$183	\$220	\$245
<b>SURVEYOR</b>	\$105	\$123	\$143	\$163	\$183	\$220	\$245
<b>TECHNICAL MANAGER</b> IT, GIS, Spatial Data, Construction, Project Manager	\$105	\$123	\$143	\$163	\$183	\$220	\$245
<b>PLANNER</b> Community, Transportation	\$95	\$105	\$120	\$135	\$155	\$190	\$235
<b>GIS PROFESSIONAL</b> Geographic Information Systems	\$90	\$100	\$115	\$130	\$150	\$180	\$210
<b>TECHNICAL SPECIALIST</b> Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	\$72	\$77	\$82	\$92	\$107	\$120	\$135
<b>CONSTRUCTION OBSERVER</b>	\$73	\$78	\$83	\$93	\$108	\$123	\$163
<b>MATERIALS TECHNICIAN</b> Field and Laboratory Materials Testing	\$55	\$65	\$75	\$80	\$95	\$115	\$135
<b>PROJECT ADMINISTRATOR</b>	\$85	\$100	\$120	\$140	\$160	\$180	\$210
<b>ADMINISTRATIVE ASSISTANT</b> Clerical Support	\$55	\$65	\$75	\$85	\$95	\$105	\$120

This is **EXHIBIT D**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

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## **Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

### **D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

#### 10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

#### 11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).



2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of [ ] pages,  
referred to in and part of the **Agreement between  
Owner and Engineer for Professional Services – Task  
Order Edition** dated [ ].



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### NOTICE OF ACCEPTABILITY OF WORK

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SPECIFIC PROJECT:

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OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

**NOTICE DATE:**

---

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

---

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the following terms and conditions of this Notice.

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**Exhibit E – Notice of Acceptability of Work**

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and American Society of Civil Engineers. All rights reserved.**

### **CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

This is **EXHIBIT F**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

## **Construction Cost Limit**

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Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

### **F5.02    *Designing to Construction Cost Limit***

- A. A Construction Cost limit may be set forth in the Task Order.
- B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

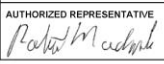
## Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

### G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

ACORD		BOHAHUS-01		CMONTOYA		
CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 6/1/2022		
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 have ADDITIONAL INSURED provisions or 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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110		CONTACT NAME PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:				
INSURED  Bohannon Huston, Inc. 7500 Jefferson St. NE Albuquerque, NM 87109-4335		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A : Hartford Casualty Insurance Company		29424		
		INSURER B : Hartford Ins Co of the Midwest		37478		
		INSURER C : New Mexico Mutual Casualty Company		40627		
		INSURER D : WCF National Insurance Company		40517		
		INSURER E : Continental Casualty Company		20443		
		INSURER F :				
COVERAGES		CERTIFICATE NUMBER:		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	ADOL SUBR INSD 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	X X	34UUOL5067	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 OTHER \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER \$0					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	34UENOL5066	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		34XHUOL5068	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
C	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 <input checked="" type="checkbox"/> N/A	70912	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	CO Work Comp		3483893	8/1/2021	8/1/2022	Per Statute \$ 1,000,000
E	Prof/Poll Liability		AEH288359977	8/1/2021	8/1/2022	\$4M Agg/100,000 ded \$ 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project Reference: On-Call Engineering Services						
CERTIFICATE HOLDER			CANCELLATION			
Lower Rio Grande Public Water Works Authority 325 Holguin Road 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 			
ACORD 25 (2016/03)			© 1988-2015 ACORD CORPORATION. All rights reserved.			
The ACORD name and logo are registered marks of ACORD						

### Exhibit G - Insurance

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
- 1) Bodily injury, each accident \$ \_\_\_\_\_
  - 2) Bodily injury by disease, each employee \$ \_\_\_\_\_
  - 3) Bodily injury/disease, aggregate \$ \_\_\_\_\_
- c. General Liability –
- 1) General Aggregate: \$ \_\_\_\_\_
  - 2) Each Occurrence (Bodily Injury and Property Damage): \$ \_\_\_\_\_
- d. Excess Umbrella Liability --
- 1) Each Occurrence: \$ \_\_\_\_\_
  - 2) General Aggregate: \$ \_\_\_\_\_
- e. Automobile Liability –
- 1) Combined Single Limit  
(Bodily Injury and Property Damage):  
Each Accident \$ \_\_\_\_\_
- f. Other (specify): Professional Liability
- 1) Each Claim Made: \$ \_\_\_\_\_
  - 2) Annual Aggregate: \$ \_\_\_\_\_

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.

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Exhibit G - Insurance

This is **EXHIBIT H**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

***[NOTE TO USER: Select one of the two alternatives provided]***

### **H6.09 Dispute Resolution**

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by ***a mediator in Doña Ana County acceptable to both parties***. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

## **Limitations of Liability**

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Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

### **I6.11.A Limitation of Engineer's Liability**

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[ ].
- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.



This is **EXHIBIT J**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

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## **Special Provisions**

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Paragraph(s) \_\_\_\_ of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

**Amendment To Task Order No. \_\_\_\_\_ - Not Used**

---

**1. Background Data:**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

**2. Description of Modifications**

*[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]*

- a. Engineer shall perform the following Additional Services: [ ]
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]
- e. The schedule for rendering services under this Task Order is modified as follows: [ ]
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

***[List other Attachments, if any]***

### 3. Task Order Summary (Reference only)

- |    |                                  |       |
|----|----------------------------------|-------|
| a. | Original Task Order amount:      | \$[ ] |
| b. | Net change for prior amendments: | \$[ ] |
| c. | This amendment amount:           | \$[ ] |
| d. | Adjusted Task Order amount:      | \$[ ] |

---

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_