



**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 2

Date: March 15, 2023

Time: 9:00 am

Places: La Mesa Office

Event: Regular Board Meeting

SIGNATURE	Print Name, Title, Company	Phone Number	Email Address
	Martin Lopez LRG General Manager	575-233-5742 Ext. 1004	<a href="mailto:martin.lopez@lrgauthority.org">martin.lopez@lrgauthority.org</a>
	Karen Nichols LRG Projects Manager	575-233-5742 Ext. 1018	<a href="mailto:karen.nichols@lrgauthority.org">karen.nichols@lrgauthority.org</a>
	Patricia Charles LRG Projects Special.	575-233-5742 Ext. 1021	<a href="mailto:patty.charles@lrgauthority.org">patty.charles@lrgauthority.org</a>
	Kathi Jackson LRG Finance Manager	575-233-5742 Ext. 1005	<a href="mailto:kathi.jackson@lrgauthority.org">kathi.jackson@lrgauthority.org</a>
	John Schroder LRG Accounting Assistant	575-233-5742 Ext. 1006	<a href="mailto:john.schroder@lrgauthority.org">john.schroder@lrgauthority.org</a>
	Mike Lopez LRG Operations Manager	575-233-5742 Ext. 1011	<a href="mailto:mike.lopez@lrgauthority.org">mike.lopez@lrgauthority.org</a>
	Espy Holguin LRG Board Chair	575-644-9543	<a href="mailto:Espy.holguin@lrgauthority.org">Espy.holguin@lrgauthority.org</a>
	Furman Smith LRG Board Vice Chair	575-382-5982	<a href="mailto:furman.smith@lrgauthority.org">furman.smith@lrgauthority.org</a>
	Glory Juarez LRG Board Secretary	575-494-2750	<a href="mailto:glory.juarez@lrgauthority.org">glory.juarez@lrgauthority.org</a>
	Paul Smith LRG Board Director	505-710-4671	<a href="mailto:paul.smith@lrgauthority.org">paul.smith@lrgauthority.org</a>
	James Cadena LRG Board Director	480-206-5930	<a href="mailto:james.cadena@lrgauthority.org">james.cadena@lrgauthority.org</a>
	Josh Smith LRG Attorney	575-528-0500	
	<i>Winter</i>		
	<i>Wilson</i>		
	<i>Wilson</i>		

Via Zoom

Absent



# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Draft Minutes —REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, March 15, 2023 AT THE EAST 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:** The Chair called the meeting to order at 9:04 a.m. Mr. P. Smith representing District #1 was absent, District #2 is vacant, James Cadena 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. Staff members present were General Manager Mr. Lopez, Projects Manager Ms. Nichols, Projects Specialist Ms. Charles, Finance Manager Ms. Jackson, Accounting Assistant Mr. Schroder and Operations Manager Mr. Lopez. Guests present were Mrs. Smith, Mr. Maldonado, Mr. Wright & Mr. Green from Wilson & Company. Mr. Hopkins from Bohannon Huston and Mr. Howell from Souder, Miller & Associates.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by General Manager Mr. Lopez.
- III. **Motion to approve Agenda:** Mr. F Smith made the motion to approve the agenda. Mrs. Juarez seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on February 15, 2023:** Mr. F Smith made the motion to approve the minutes for the regular board meeting for February 15, 2023. Mr. Cadena seconded the motion, the motion passed with all in favor.
- V. **Presentations: RCAC -Karl Pennock Draft Rate Presentation:** Postponed for next month
- VI. **Public Input: Customer Abraham Leyva would like to address the board about the disconnect fees:** Customer did not attend the board meeting.
- VII. **Managers' Reports**
  - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. We provided a letter of support for the NM Interstate Stream Commission for an application to the Bureau of Reclamation for a feasibility study of desalination of brackish ground water. Received the findings and recommendations from the ASU energy audit. They recommended AR#1 install solar photovoltaic panels, AR#2 pay bills on time, AR#3 replace lighting with LEDs, AR#4 install smart thermostats and AR#5 install missing insulation tiles at La Mesa office. The highest consuming sites are the well sites and it is not feasible to install solar panels at those units. NMOSE has approved the combine and commingle for Brazito and South Valley water rights, with no impact to rights. Mrs. Mary Berry, clerk at the East Mesa office celebrated 10 years of employment on February 15, 2023. Mr. Lopez will be attending the NMWWA Board Meeting in Albuquerque on March 16<sup>th</sup> and 17<sup>th</sup>. Rincon MDWCA real property and water rights deeds have been recorded with DAC; Water

rights transfer pending approval from State Engineer. Mr. F Smith asked for an update on the vehicle accident in Rincon. Mr. Lopez said he had not received any estimates yet.

- B. Operations:** Mr. Lopez provided a written report and stood for questions. We have had many requests for new service because of the present work in Brazito. He has finished 6 new service estimates this past week and has an additional 6 to work on.
- C. Finance:** Ms. Jackson provided a written report and stood for question. Revenues were \$452,969.86 and expenses were \$314,702.78 leave us with a surplus. We are on track and on budget.
- D. Projects:** Ms. Nichols provided a written report and stood for questions. Ms. Nichols said the new contract from Wilson & Company in included in the package. Mr. Lopez said that the original contract had a balance of \$50,889.02 and the new contract has increased considerably by about \$80,000. Mrs. Holguin asked if we have enough money to cover the increase, Mr. Lopez said we did have the money. Ms. Nichols wanted to thank Ms. Charles for all the work she did in organizing and gathering information about the LRGPWWA properties. The information is gathered up in one location and can be updated or referenced very quickly.

**VIII. Unfinished Business:** none

**IX. New Business**

- A. Motion to accept RFP Committee report and award Central Operations Facility Project to Wilson & Company:** Mr. Lopez said the committee meet and agreed to recommend the selection of Wilson and Company. Mr. Cadena made the motion to accept RFP Committee recommendation to award Central Operations Facility Project to Wilson & Company. Mr. F Smith seconded the motion, the motion passed with board member Mrs. Holguin abstaining from voting.
- B. Motion to approve proposed Wilson & Company contract for Central Operations Facility Project:** Ms. Nichols said the original completion date was November 2022. Mr. Wright from Wilson & Company said he had never experienced such difficulty with a contractor, which caused the delays. He also would like to request a meeting with Ram Tech to streamline the process. Mrs. F Smith made motion to approve proposed Wilson & Company contract for Central Operations Facility Project. Mr. Cadena seconded the motion, the motion passed with board member Mrs. Holguin abstaining from voting.

**X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, April 19, 2023 at our East Mesa Office and via Zoom.**

- A. Have any Board Members participated in training? If so, please give us a copy of your certificate:**  
None
- B. Motion to amend The Schedule of Rates & Fees – Water meter installation fees**
- C. RCAC -Karl Pennock Draft Rate Presentation**

**XI. Motion to Adjourn:** Mr. F Smith made the motion to adjourn the board meeting at 9:35 am. Mr. Cadena seconded the motion.

**These minutes will be presented to the board for approval on the 19<sup>th</sup> Day of April, 2023 at a regular meeting of the Board of Directors:**

**SEAL:**

\_\_\_\_\_  
Esperanza Holguin, Board Chair

**Attest:**

\_\_\_\_\_  
Glory Juarez, Secretary

DRAFT

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

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

9:00 a.m. Wednesday, March 15, 2023 AT THE EAST 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 LRGPWVA 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), James Cadena \_\_\_\_\_ (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 February 15, 2023
- V. Presentations: RCAC -Karl Pennock Draft Rate Presentation
- VI. Public Input: Customer Abraham Leyva would like to address the board about the disconnect fees
- VII. Managers' Reports
  - A. General Manager
  - B. Operations
  - C. Finance
  - D. Projects
- VIII. Unfinished Business
- IX. New Business
  - A. Motion to accept RFP Committee report and award Central Operations Facility Project to Wilson & Company
  - B. Motion to approve proposed Wilson & Company contract for Central Operations Facility Project
- X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, April 19, 2023 at our La Mesa Office and via Zoom.
  - A. Have any Board Members participated in training? If so, please give us a copy of your certificate
  - B. Motion to amend The Schedule of Rates & Fees – Water meter installation fees
- 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, February 15, 2023 AT THE EAST 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:** The Vice Chair called the meeting to order at 9:05 a.m. Mr. P. Smith representing District #1 was absent, District #2 is vacant, Mr. Cadena representing District #3 was present, Mrs. Holguin representing District #4 was absent, District # 5 is vacant, Mrs. Juarez representing District #6 was present via Zoom, Mr. F. Smith representing District #7 was present. Staff present were General Manager M. Lopez, Projects Manager Ms. Nichols, Projects Specialist Ms. Charles, Account Assistant Mr. Schroder, Finance Manager Ms. Jackson, Operations Manager Mr. Lopez. Guests present were Filiberto Castorena with HDR Engineering, Marty Howell from Souder, Miller and Associates and Tyler Hopkins with Bohannon Huston.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by General Manager Martin Lopez
- III. **Motion to approve Agenda:** Mr. Cadena made the motion to approve the Agenda, Mrs. Juarez seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on January 18, 2023:** Mr. Cadena made the motion to approve the minutes for Board meeting on January 18, 2023. 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. He and Ms. Nichols went to Santa Fe on February 2 & 3 to the Legislative Session and to support Water System Regionalization, we have been providing assistance for a while now, trying to make it easier for water systems to merger if they have a need to. Met with NMOSE about the Capital Outlay Project for South Valley. One of the LRGPWWA Rincon trucks was involved in a traffic accident with a Hatch School Vehicle. A police report was filed and the insurance company was contacted. We will be required to sample for the Fifth Unregulated Contaminant Monitoring Rule. The Safe Drinking Water Act requires that once every five years EPA issue a list of unregulated contaminants to be monitored by public water systems. New guidance should be out in September 2023 for revisions to the Lead & Copper Rule from EPA/NMED. A customer sent emails to some of our Board Members with a complaint, but the issue was resolved. Our offices will be closed on February 20, 2023 in observance of Presidents Day. Mrs. Juarez asked what the bill number was he was referring to, Mr. Lopez said it was Senate Bill#1 and that she should also look at Senate Bill#337.



- B. Operations:** Mr. Lopez provided a written report and stood for questions. We had 10 new water services in Brazito. He spoke to the gentleman at the garage in Garfield who is going to repair the LRG vehicle that was in the accident in Rincon for an estimate. We produced 3 million gallons more this January than last January.
- C. Finance:** Ms. Jackson provided a written report and stood for questions. Our revenues for the month of January 2023 were \$383,946.31 and expenses were \$360,317.42 we had no unusual expenditures.
- D. Projects:** Ms. Nichols provided a written report and stood for questions. The Central Office Project is back on track, it is not on schedule yet, but the contractor is working really hard to get on schedule. The South Valley Water Supply Project is moving right along, the well pump should be installed this week. The Project should be fully completed by late June. The Mesquite-Brazito Sewer Project 2, will be shifting work to the Mintor area soon. We have had many new customers requesting water service in order to get the sewer service. She has applied for funding for the Rincon area, planning documents and design on well improvements. East Mesa Water System Improvements Project is in phase 1 construction, bid opening was 1/31/23. Bid award is on today's agenda. High Valley is about to be buttoned up. Bohannon Huston and Souder Miller both are working on task orders on smaller projects. The legislative report is included with her report today, this report is updated on the Board members web page on our website. Also included in her report is a collections report, her department helps the Finance Department with collections. Included in the report are total collection accounts, first letters and second letters sent out, number of liens and liens paid. This information shows how effective it is to file liens, some of the legislators were fearful that filing liens could lead to foreclosures. LRGPWWA would not and will not foreclose on any one's property.

**VIII. Unfinished Business:** none

**IX. New Business**

- A. Motion to adopt Resolution FY2023-15 Approving Development of a Water Asset Management Plan:** Mrs. Juarez made the motion to adopt resolution FY2023-15 approving development of a water asset management plan. Mr. Cadena seconded the motion, the motion passed with all in favor. Ms. Nichols said we applied for and received two planning grants to develop both a Water and Wastewater asset management plan. Ms. Jackson is happy we will have an engineering company help with these plans. She said there are 5 core components to the plans 2 have been completed and 3 will be completed with the help of an engineering company.
- B. Motion to adopt Resolution FY2023-16 Approving Development of a Wastewater Asset Management Plan:** Mr. Cadena made the motion to adopt resolution FY2023-16 approving development of a wastewater asset management plan. Mrs. Juarez seconded the motion, the motion passed with all in favor. Mr. Lopez indicated that this is basically the same thing as Ms. Nichols and Ms. Jackson just outlined before, except it is for Wastewater. Ms. Nichols said for accounting purposes it makes sense to separate water and wastewater, Ms. Jackson agreed and said USDA prefers to see Water and Wastewater separated.

- C. Motion to accept engineer's Recommendation of Award and issue Notice of Award to Stewart Brothers Drilling Company:** Ms. Nichols said this recommendation is for the East Mesa System Improvements Phase 1- replacement of well. Project is for the East Mesa area; Phase 1 will be split in 2. The 1<sup>st</sup> will be to drill the well, the second stage construction will be to complete well and completing the other water system improvements that are outline. Mr. F Smith asked where the well will be located, Ms. Nichols said it will be next to the East Mesa office.
- D. Motion to authorize Public Meetings for the Rate Study:** Mr. Cadena made the motion to authorize public meetings for the Rate Study. Mrs. Juarez seconded the motion, the motion passed with all in favor. Mr. Lopez said we have been working with RCAC on analyzing our rates to give us possible proposals for rate increase. Once RCAC presents their findings to the Board we will need to coordinate some public meetings. We are looking at have 3 meeting, one in South Valley area, one in the East Mesa area and one possibly in Rincon.
- X.** Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, March 15, 2023 at our La Mesa Office and via Zoom.
- A. Have any Board Members participated in training? If so, please give us a copy of your certificate:**  
none
- B.** Motion to amend The Schedule of Rates & Fees – Water meter installation fees
- XI. Motion to Adjourn:** Mr. Cadena made the motion to adjourn the board meeting at 9:36 a.m. Mrs. Juarez seconded the motion.

**These minutes will be presented to the board for approval on the 15<sup>th</sup> Day of March, 2023 at a regular meeting of the Board of Directors:**

**SEAL:**

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Esperanza Holguin, Board Chair

Attest:

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Glory Juarez, Secretary

**LRGPWWA**  
**Manager's Report**  
**March 15, 2023**

- Provided a Letter of Support for the NM Interstate Stream Commission for an application to the Bureau of Reclamation for a feasibility study of desalination of brackish groundwater
- Received the findings/recommendations from the ASU energy audit
  - Summary of Assessment Recommendations
    - This report includes five (5) Assessment Recommendations (ARs).
    - AR#1 Install Solar Photovoltaic Panels (ARC 2.9114)
    - AR#2 Pay Bills on Time (ARC 4.821)
    - AR#3 Replace Lighting with LED's (ARC. 2.7142)
    - AR#4 Install Smart Thermostats (ARC 2.7261)
    - AR#5 Install Missing Insulation Tiles (ARC 2.7444)
- NMOSE has approved the Combine and Commingle (Brazito and the South Valley water rights) with no impact to rights
- Mary Berry, East Mesa office clerk: 10-year employment anniversary (February 15, 2023)
- I will be attending the NMWWA Board Meeting in Albuquerque on March 16<sup>th</sup> and 17<sup>th</sup>
- Rincon MDWCA real property and water rights deeds have been recorded with DAC; Water rights transfer pending approval from State Engineer

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
56th Legislature, 1st Session, 2023**

Project Title	Amount	City	Fund	Track
365 CURRY CO RECREATION COMPLEX CONSTRUCT	\$278,000		GF	28\192
108 EASTERN PLAINS COG OFFICE BLDG IMPROVE	\$100,000	Clovis	GF	28\198
4261 GRADY SENIOR CTR - REN	\$33,560	Grady	GF	4\ 12
133 MELROSE MSD BUS RPLC	\$210,000		GF	16\134
<b>Summary for Curry</b>				<b>\$29,334,537</b>
<b>County: De Baca</b>				
75 CAD BOSQUE REDONDO MEMORIAL IMPROVE	\$50,000	Fort Sumner	GF	8\ 3
3123 DE BACA CO TRASH TRUCK PRCHS	\$375,000		GF	19\ 22
4075 DEBACA CO SHERIFF VEH PRCHS	\$200,000	Fort Sumner	GF	28\199
2587 FORT SUMNER BACKHOE & SWEEPER PRCHS	\$275,000	Fort Sumner	GF	28\200
2555 FORT SUMNER DALLAS PK IMPROVE	\$157,510	Fort Sumner	GF	28\201
4211 FORT SUMNER SENIOR CTR - CONSTRUCT	\$1,311,750	Fort Sumner	GF	4\ 13
575 FT SUMNER IRRIGATION DIST TURBINE & PUMP REPLACE	\$200,000	Fort Sumner	GF	18\ 3
<b>Summary for De Baca</b>				<b>\$2,569,260</b>
<b>County: Dona Ana</b>				
2 3RD JUD DIST CT FCLTY EXPAND & CONSTRUCT	\$1,651,000		GF	13
<b>781 ALTO DE LAS FLORES MDWCA ADMIN BLDG CONSTRUCT</b>	<b>\$500,000</b>		<b>GF</b>	<b>28\202</b>
2839 ANTHONY CITYWIDE STREETS IMPROVE	\$500,000	Anthony	GF	33\ 52
2832 ANTHONY HEALTH CTR CONSTRUCT	\$1,750,000	Anthony	GF	28\215
4076 ANTHONY PUBLIC SAFETY CONSTRUCT	\$1,000,000	Anthony	GF	28\216
2836 ANTHONY SOLID WASTE TRANSFER STN ACQ	\$300,000	Anthony	GF	19\ 33
2844 ANTHONY VEH PRCHS	\$125,000	Anthony	GF	28\217
2962 ANTHONY WSD FARMERS MARKET IMPROVE	\$100,000		GF	28\203
84 CAD FARM AND RANCH HERITAGE MUSEUM IMPROVE	\$150,000		GF	8\ 4
77 CAD FORT SELDEN HISTORIC SITE IMPROVE	\$145,000		GF	8\ 5
83 CAD TAYLOR REYNOLDS BARELA MESILLA HISTORIC SITE IMP	\$795,000	Mesilla	GF	8\ 6
2841 CHAMBERINO MDWC & SA CMTY CMLPX CONSTRUCT	\$800,743		GF	28\204
9 DESERT WIND WAY IMPROVE	\$300,000	Las Cruces	GF	33\ 53
7 DONA ANA CO BRAHMAN DIVERSION CHANNEL CONSTRUCT	\$1,200,000		GF	18\ 4
152 DONA ANA CO BUTTERFIELD PARK & BALLPARK IMPROVE	\$100,000		GF	28\205
2362 DONA ANA CO CAMINO REAL RUA WELL 8A RPLC	\$100,000		GF	19\ 23
127 DONA ANA CO CHAPARRAL FIRE STATION 10 REN	\$580,000	Chaparral	GF	28\218
32 DONA ANA CO CHAPARRAL FLOOD CONTROL IMPROVE	\$580,000	Chaparral	GF	19\ 34
128 DONA ANA CO COLQUITT CMTY CTR IMPROVE	\$300,000		GF	28\206
43 DONA ANA CO DONA ANA BOXING CLUB IMPROVE	\$50,000	Las Cruces	GF	28\221
23 DONA ANA CO DONA ANA FLOOD CONTROL IMPROVE	\$700,000	Dona Ana	GF	19\ 35
42 DONA ANA CO E MESA FLOOD CONTROL CONSTRUCT	\$775,000	Las Cruces	GF	33\ 54
122 DONA ANA CO EAST MESA PARK IMPROVE	\$200,000		GF	28\207
4 DONA ANA CO ELECTIONS BUR WAREHOUSE FCLTY CONSTR	\$1,050,000	Las Cruces	GF	28\222
3 DONA ANA CO EMERGENCY MGMT FCLTY CONSTRUCT	\$560,000		GF	28\208
220 DONA ANA CO EMERGENCY RESPONSE FCLTY RESTRM IMPR	\$100,000	Santa Teresa	GF	28\246
148 DONA ANA CO FAIRGROUNDS IMPROVE	\$250,000		GF	28\209
3211 DONA ANA CO FT SELDEN RD WALKING PATH EXPAND	\$50,000	Radium Springs	GF	33\ 61
191 DONA ANA CO LA MESA CMTY CTR IMPROVE	\$200,000		GF	28\210
10 DONA ANA CO LA UNION DRAINAGE IMPROVE	\$200,000	La Union	GF	19\ 36
3091 DONA ANA CO MESQUITE BALLPK IMPROVE	\$200,000		GF	28\211
228 DONA ANA CO MESQUITE CMTY CTR IMPROVE	\$200,000	Mesquite	GF	28\243
227 DONA ANA CO MESQUITE SIDEWALKS CONSTRUCT	\$300,000	Mesquite	GF	28\244
3110 DONA ANA CO MESQUITE SKATE PK IMPROVE	\$200,000	Mesquite	GF	28\245

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
56th Legislature, 1st Session, 2023**

Project Title	Amount	City	Fund	Track
3147 NEW AMERICA SCHL LAS CRUCES BLDG/GRND IMPROVE	\$200,000	Las Cruces	GF	16\137
4040 NMDA PH 4 BLDG REN	\$10,900,000	Las Cruces	GF	38\ 6
804 NMSU BASKETBALL EQUIP PRCHS	\$100,000	Las Cruces	GF	38\ 7
684 NMSU BIOMEDICAL RESEARCH BLDG (BRB) PH 2 CONSTRUCT	\$500,000		GF	38\ 4
4110 NMSU BIOMEDICAL RESEARCH BLDG CONSTRUCT	\$4,800,000	Las Cruces	GF	38\ 8
4130 NMSU CHEMISTRY BLDG HVAC IMPROVE	\$6,977,513	Las Cruces	GF	38\ 9
830 NMSU DELAMATER ACTIVITY CTR IMPROVE	\$670,743	Las Cruces	GF	38\ 10
819 NMSU FABIAN GARCIA SCIENCE CTR EQUIP PRCHS	\$140,000	Las Cruces	GF	38\ 11
803 NMSU FOOTBALL FCLTY IMPROVE	\$550,000	Las Cruces	GF	38\ 12
792 NMSU FOOTBALL STADIUM IMPROVEMENTS	\$2,200,000	Las Cruces	GF	38\ 13
824 NMSU GOLF COURSE & LEARNING CTR IMPROVE	\$100,000	Las Cruces	GF	38\ 14
2282 NMSU HEALTH & SOCIAL SRVCS BLDG & O'DONNELL HALL RE	\$100,000	Las Cruces	GF	38\ 15
801 NMSU VOLLEYBALL LOCKER ROOM REN	\$100,000	Las Cruces	GF	38\ 16
805 NMSU WOMEN'S BASKETBALL LOCKER ROOM REN	\$200,000	Las Cruces	GF	38\ 17
4134 NMSU-DONA ANA CC DIGITAL MEDIA BLDG ROOF RPLC	\$615,000	Las Cruces	GF	38\ 18
4132 NMSU-DONA ANA CC GADSDEN CTR ROOF RPLC	\$1,200,000	Anthony	GF	38\ 5
2898 RIO GRANDE PREPARATORY INSTITUTE FRONT REN	\$197,147	Las Cruces PSD	GF	16\138
3196 SOUTH CENTRAL RTD ELECTRIC BUSES PRCHS	\$300,000	Sunland Park	GF	28\247
2511 SUNLAND PARK CITY HALL MUNI CMLPX CONSTRUCT	\$1,365,000	Sunland Park	GF	28\248
2509 SUNLAND PARK POLICE VEH EQUIP	\$200,000	Sunland Park	GF	28\249
<b>3127 TALAVERA MDWCA WATER SYS IMPROVEMENTS INSTALL</b>	<b>\$50,000</b>		<b>GF</b>	<b>19\ 32</b>
1194 TELSHOR BLVD & SPRUCE AVE IMPROVE	\$250,000	Las Cruces	GF	33\ 58
1197 UNIVERSITY AVE CONSTRUCT	\$520,000	Las Cruces	GF	33\ 59

**Summary for Dona Ana**

**\$76,110,360**

**County: Eddy**

3253 ARTESIA JAYCEE PARK IMPROVE	\$360,000	Artesia	GF	28\253
3254 ARTESIA PSD BULLDOG BOWL RUNNING TRACK REN	\$800,000	Artesia	GF	16\139
3255 ARTESIA PSD CAREER TECHNICAL EDUCATION EQUIP	\$500,000	Artesia	GF	16\140
240 ARTESIA RECREATION/CMTY CTR CONSTRUCT	\$810,000	Artesia	GF	28\254
236 ARTESIA SPECIAL HOSPITAL DIST MRI PRCHS & UPGRADE	\$955,000	Artesia Spec Hosp Dist	GF	28\256
3252 ARTESIA SPLASH PAD CONSTRUCT	\$375,000	Artesia	GF	28\255
4258 CARLSBAD ALEJANDRO RUIZ SENIOR CTR - MEALS EQUIP	\$72,258	Carlsbad	GF	4\ 17
4221 CARLSBAD ALEJANDRO RUIZ SENIOR CTR - REN	\$402,306	Carlsbad	GF	4\ 18
110 CARLSBAD AUTOMATED METER READING SYS PRCHS & EQUI	\$500,000	Carlsbad	GF	19\ 42
99 CARLSBAD NATIONAL PARKS HWY SEWER SYS CONSTRUCT	\$910,000	Carlsbad	GF	19\ 43
4222 CARLSBAD NORTH MESA SENIOR RECREATION CTR - REN	\$431,021	Carlsbad	GF	4\ 19
107 CARLSBAD RIVERWALK RECREATION CTR IMPROVE	\$750,000	Carlsbad	GF	28\257
106 CARLSBAD WET WELL CONSTRUCT	\$1,000,000	Carlsbad	GF	19\ 44
109 CR 605/US 285/NM HWY 31 SE LOOP BYPASS PH 3 CONSTRUC	\$628,000		GF	33\ 64
214 EDDY CO HAPPY VALLEY PARK IMPROVE	\$250,000		GF	28\250
217 EDDY CO YOUTH FIRE PREVENT TRAIN TRAILER PRCHS	\$150,000		GF	28\251
195 HOPE CITY HALL IMPROVE	\$300,000	Hope	GF	28\258
196 HOPE MAINT BLDG CONSTRUCT & EQUIP PRCHS	\$400,000	Hope	GF	28\259
383 LOVING YOUTH RECREATION CTR CONSTRUCT	\$175,000	Loving	GF	28\260
3175 MALAGA MDWC & SWA BACKHOE PRCHS	\$150,000		GF	28\252
93 MALAGA MDWC & SWA WATER SYSTEM RPLC	\$280,000	Malaga	GF	19\ 45
815 NMSU ACES ARTESIA EQUIP PRCHS	\$75,000	Artesia	GF	38\ 19
219 OTIS MDWC & SWA VALVES RPLC	\$150,000		GF	19\ 40
215 OTIS MDWC & SWA WATER LINE CONSTRUCT	\$500,000		GF	19\ 41
378 S 6TH ST IMPROVE	\$700,000	Loving	GF	33\ 65

## **Lower Rio Grande PWWA**

### **Operators Report**

**March 15, 2023**

Backflow inspections are Current. (Mesquite District)

- For the month of February, we were issued 305 work and service orders.
- For the month of January, we were issued 295 work and service orders.
- For the month of January, we installed 8 new water service connections in the South Valley Area.
- We had no service or Main line breaks at the East Mesa service area.
- We had 1 Main line water break in South valley area.
- The force main from Brazito to Mesquite is working fine.
- We replaced an old water meter at the El Centro well site.

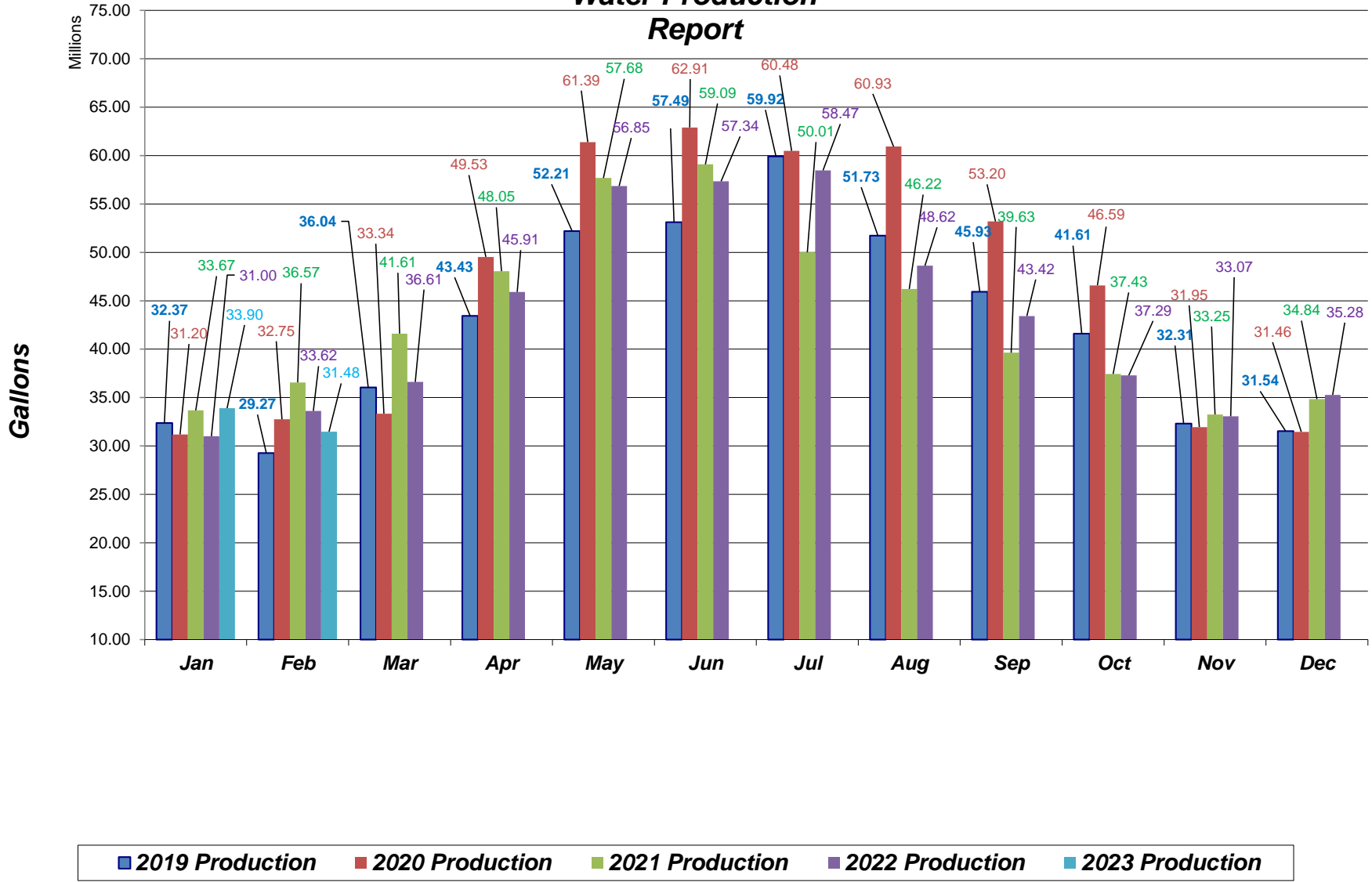
**NMED:** All of our Monthly Bac-T-Samples were taken for the month of February and all samples were negative.

**Mesquite and Organ Sewer Reports.** The Organ Pond's and Mesquite Wetland Wastewater reports were sent on 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 February 2023 for the Organ Ponds. The Mesquite facility sewer report is also due on February 2023.

**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







Lower Rio Grande Public Water Works Authority

# Income Statement

## Group Summary

For Fiscal: FYE 2023 Period Ending: 02/28/2023

AcctNumber	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Revenue</b>				
40000 - Operating Revenue	3,409,550.00	226,295.90	2,280,677.54	1,128,872.46
40001 - Activation & Connection Fees-Sewer	525.00	0.00	0.00	525.00
40002 - Installation Fees	153,750.00	9,198.92	50,434.81	103,315.19
40003 - Activation & Connection Fees-Water	5,250.00	2,600.00	18,283.34	-13,033.34
40005 - Backflow Testing	7,350.00	500.00	6,150.00	1,200.00
40006 - Tampering Fee/Line Breaks	0.00	0.00	2,402.75	-2,402.75
40007 - Delinquency Fee	78,750.00	7,050.00	58,150.00	20,600.00
40008 - Penalties-Water	78,750.00	6,428.03	67,598.41	11,151.59
40009 - Membership Fees	5,250.00	600.00	4,400.00	850.00
40010 - Impact Fees	42,000.00	5,366.68	44,546.47	-2,546.47
40011 - Returned Check Fees	525.00	0.00	455.00	70.00
40012 - Credit Card Fees	12,600.00	1,250.00	11,338.00	1,262.00
40013 - Miscellaneous Revenue	210.00	25.00	150.00	60.00
40015 - Penalties-Sewer	6,300.00	1,790.40	17,962.65	-11,662.65
40017 - Hydrant Meter Rental Fee	5,250.00	750.00	3,000.00	2,250.00
40018 - Permit Fees	0.00	200.00	400.00	-400.00
40019 - DAC Trash Coupons	1,050.00	42.00	436.00	614.00
40020 - Miscellaneous Revenue-Sewer	5,250.00	63.04	504.32	4,745.68
40025 - DAC Sewer Revenue	0.00	4,523.67	36,799.03	-36,799.03
45000 - Tower Rent	5,250.00	500.00	4,000.00	1,250.00
45001 - Billing Adjustments-Water	0.00	-405.93	-2,085.29	2,085.29
45005 - Fiscal Agent Fees	52,500.00	4,880.01	39,953.24	12,546.76
45010 - Interest	0.00	44.81	373.00	-373.00
45015 - Copy/Fax	105.00	0.00	73.70	31.30
45020 - Other Income	47,250.00	-1,950.00	4,381.44	42,868.56
45022 - Annual Farm Rental	5,250.00	0.00	2,500.00	2,750.00
45025 - Contract Services	102,000.00	3,117.33	26,227.39	75,772.61
45030 - Transfers In	300,000.00	180,000.00	380,000.00	-80,000.00
49000 - Recovered Bad Debts	0.00	100.00	700.00	-700.00
<b>Revenue Total:</b>	<b>4,324,715.00</b>	<b>452,969.86</b>	<b>3,059,811.80</b>	<b>1,264,903.20</b>
<b>Expense</b>				
60001 - Transfers to Reserves	0.00	10,000.00	80,000.00	-80,000.00
60005 - Accounting Fees	525.00	0.00	0.00	525.00
60010 - Audit	14,700.00	0.00	13,650.00	1,050.00
60016 - Adjustments	0.00	-3,969.52	-6,269.52	6,269.52
60020 - Bank Service Charges	15,750.00	3,397.05	25,862.38	-10,112.38
60025 - Cash Short/Over	525.00	0.00	1,065.68	-540.68
60026 - Computer Hardware	10,500.00	1,224.51	13,842.27	-3,342.27
60030 - Dues and Subscriptions	3,150.00	0.00	2,140.00	1,010.00

60035 - Engineering Fees	63,000.00	3,727.06	28,936.71	34,063.29
60045 - Late Fees	8,340.00	0.00	449.58	7,890.42
60050 - Legal Fees	5,250.00	778.95	4,555.78	694.22
60055 - Legal Notices	2,625.00	0.00	94.35	2,530.65
60060 - Licenses & Fees	12,540.00	25.00	8,146.49	4,393.51
60065 - Meals	2,625.00	0.00	941.88	1,683.12
60075 - Permit Fees	8,865.00	400.00	1,414.58	7,450.42
60080 - Postage	3,150.00	179.62	1,507.59	1,642.41
60090 - Professional Fees-Other	10,500.00	0.00	0.00	10,500.00
60100 - Project Development	0.00	16,512.50	79,698.31	-79,698.31
60120 - Retirement Account Fees	6,825.00	0.00	14,950.26	-8,125.26
60125 - Easments & Leases	10,500.00	0.00	7,955.86	2,544.14
60130 - Training	5,250.00	0.00	5,608.94	-358.94
60140 - Travel:Airfare Per Diem	3,150.00	0.00	0.00	3,150.00
60150 - Travel:Lodging Per Diem	4,200.00	124.54	5,205.97	-1,005.97
60155 - Travel:Meals Per Diem	2,100.00	148.66	935.74	1,164.26
60160 - Travel:Mileage/Parking Per Diem	1,575.00	0.00	0.00	1,575.00
60165 - Travel:Vehicle Rental Per Diem	1,050.00	0.00	0.00	1,050.00
60600 - Debit Service	307,750.00	10,008.40	109,887.04	197,862.96
60625 - Interest paid to NMED	14,700.00	0.00	0.00	14,700.00
60650 - Interest paid to NMFA	38,850.00	151.63	17,080.76	21,769.24
60675 - Interest paid to USDA	150,500.00	16,592.42	123,359.03	27,140.97
60680 - RCAC Interest Expense	0.00	0.00	97,573.78	-97,573.78
63000 - Regular Pay	1,176,000.00	93,718.28	758,520.59	417,479.41
63001 - Overtime	57,225.00	3,214.81	32,156.45	25,068.55
63006 - Holiday Pay	59,325.00	6,095.40	60,692.41	-1,367.41
63007 - Sick Pay	52,500.00	5,830.33	52,289.25	210.75
63008 - Annual Leave Pay	123,900.00	5,240.75	79,470.83	44,429.17
63010 - 401K 10% Company Contribution	5,250.00	0.00	0.00	5,250.00
63020 - 401K Employee Contribution	2,100.00	0.00	0.00	2,100.00
63040 - Administrative Labor	5,250.00	0.00	0.00	5,250.00
63060 - Contract Labor	0.00	0.00	8,006.11	-8,006.11
63070 - Employee Benefits-401K Contrib	176,925.00	3,044.64	26,219.90	150,705.10
63100 - Insurance-Dental	13,125.00	1,114.96	5,331.64	7,793.36
63110 - Insurance-Health	310,000.00	27,067.11	201,210.05	108,789.95
63115 - Salaries: Insurance - Work Comp	15,750.00	1,867.00	9,431.00	6,319.00
63125 - Insurance: Life & Disability	20,000.00	1,413.92	12,017.73	7,982.27
63130 - Mileage	1,575.00	0.00	219.15	1,355.85
63135 - Drug Testing	1,000.00	0.00	698.00	302.00
63160 - Payroll Taxes-Medicare	21,525.00	1,654.44	14,255.39	7,269.61
63170 - Payroll Taxes-Social Security	84,525.00	7,074.18	60,953.98	23,571.02
63180 - Payroll Taxes-State Unemploymen	0.00	3,896.33	9,391.66	-9,391.66
63195 - Taxes, Liability, Insurance: Cobra Fee	0.00	85.00	640.00	-640.00
63200 - Vision Insurance	4,200.00	576.57	2,586.67	1,613.33
64100 - Sewer:DAC Waste Water Flow Charge	52,500.00	25,107.50	45,032.72	7,467.28
64200 - Sewer:Electricity-Sewer	24,450.00	1,357.45	11,446.73	13,003.27
64300 - Sewer:Lab & Chemicals-Sewer	10,500.00	0.00	9,446.22	1,053.78

64500 - Sewer:Supplies & Materials	29,925.00	0.00	357.02	29,567.98
64501 - Pre Paid Tank Site Lease	1,706.25	0.00	1,500.00	206.25
65010 - Automobile Repairs & Maint.	52,500.00	1,163.88	26,439.43	26,060.57
65230 - Computer Maintenance	73,500.00	3,995.59	71,462.83	2,037.17
65240 - Equipment Rental	5,125.00	0.00	2,270.31	2,854.69
65250 - Fuel	90,000.00	5,016.65	60,487.63	29,512.37
65255 - GPS Insights Charges	7,350.00	1,299.00	5,492.60	1,857.40
65260 - Kitchen & Cleaning Supplies	1,050.00	0.00	0.00	1,050.00
65270 - Lab Chemicals-Water	5,250.00	104.16	465.62	4,784.38
65275 - SCADA Maintenance Fee	2,100.00	48.04	413.04	1,686.96
65276 - Test Equipment Calibration	2,100.00	0.00	119.00	1,981.00
65277 - Generator Maintenance Contract	3,150.00	0.00	2,616.97	533.03
65278 - Meter Testing/Repair/Replacement	64,234.00	660.00	7,578.96	56,655.04
65280 - Lab Chemicals-Water:Chemicals	36,750.00	4,298.07	32,754.44	3,995.56
65300 - Locates	2,625.00	0.00	2,287.00	338.00
65310 - Maint. & Repairs-Infrastructure	98,250.00	8,856.58	256,996.98	-158,746.98
65320 - Maint. & Repairs-Office	13,125.00	914.66	14,277.14	-1,152.14
65330 - Maintenance & Repairs-Other	248,265.00	7,764.92	58,863.83	189,401.17
65340 - Materials & Supplies	99,749.75	1,929.88	32,936.18	66,813.57
65345 - Non Inventory-Consumables	52,500.00	7,357.31	35,391.11	17,108.89
65350 - Office Supplies	10,500.00	2,648.43	10,532.62	-32.62
65360 - Printing and Copying	60,000.00	7,528.58	33,686.82	26,313.18
65370 - Tool Furniture	10,500.00	879.69	12,556.18	-2,056.18
65390 - Uniforms-Employee	15,750.00	1,220.73	11,308.26	4,441.74
65490 - Cell Phone	21,000.00	1,754.97	13,857.20	7,142.80
65500 - Electricity-Lighting	6,300.00	330.04	5,325.48	974.52
65510 - Electricity-Offices	15,750.00	838.28	10,547.87	5,202.13
65520 - Electricity-Wells	210,000.00	14,908.63	166,280.88	43,719.12
65530 - Garbage Service	3,150.00	293.29	2,216.41	933.59
65540 - Natural Gas	3,150.00	351.07	1,765.58	1,384.42
65550 - Security/Alarm	5,250.00	0.00	1,077.52	4,172.48
65560 - Telephone	21,000.00	1,668.95	13,542.90	7,457.10
65561 - Telstar Maintenance Contract	7,350.00	0.00	0.00	7,350.00
65570 - Wastewater	9,390.00	194.78	1,558.24	7,831.76
66200 - Insurance-General Liability	94,500.00	0.00	73,663.00	20,837.00
66700 - Water Conservation Fee	15,750.00	1,017.11	10,421.61	5,328.39
<b>Expense Total:</b>	<b>4,324,715.00</b>	<b>314,702.78</b>	<b>2,939,660.60</b>	<b>1,385,054.40</b>
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>138,267.08</b>	<b>120,151.20</b>	<b>-120,151.20</b>

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY  
PROJECTS REPORT – 3/15/2023**

**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)** – Change Order #4 to add CIF funds to the project was submitted 2/9/23. Work has shifted to the Mintor area, and paving will be starting in the E. Organ area. Project meeting was held 3/2/23. Three RD draws have been completed, 4th<sup>rd</sup> is pending approval of Pay App.

**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:** Ten draws have been submitted for RD funds. Project meeting was held 3/2/23. Project should be fully complete in late June.

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

- **SAP 21-F2723-STB \$1,200,000:** Met with the contractor's bonding company attorney and representatives from C&E Industrial and Wilson & Co. on 12/12/22. Contractor came into the meeting with a new proposed modular building subcontractor that is on the approved list, agreed to cover the cost increase over what the initial subcontractor was charging, and proposed a new construction schedule. Based on this, Change Order #1 was approved on 12/22/22 with a new Substantial Completion date of 10/22/23. Pay App #8 has finally been approved and Request for Payment submitted to NM DFA. Re-RFP recommendation from RFP Committee is on today's agenda along with a new contract for Wilson & Co. Contractor has metal building components on site that do not meet spec., but we are negotiating some changes to floor plan and casework to allow it to be approved.

**Forty-Year Water Plan – CE&M – complete – needs update for new mergers after Brazito combine & commingle:** Currently only includes the initial five systems. Brazito combine & commingle has been approved, but we also need to complete the Rincon transfer of water rights.

**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.:** El Paso Electric Company work to install 3-phase power to the site is complete. Funding deadline needs to be extended, and we are still working with the engineer and contractor to get an affordable building for the new booster skid.

**Water Treatment – Move Deserts Sands Skid to VDR – Design & Construction - \$250,000 SAP 22-G2330-STB – SMA – Engineering Agreement was approved and NOO issued on 2/9/23.** Design work is underway. Additional funding will be needed to get it set up onsite.

**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 – Ph I Construction, Ph II Design –** Phase I closing documents are being amended without board action to correct an omission in the project description and add in the well. Draft amendment documents have been received, when final documents come in, this will be done with Chair & Secretary signature. It does not affect the funding amount or project budget. Phase II 90% design meeting was 2/28/23 and 8 Requisitions have been submitted.

**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. –**Phase II funding is closed out. Engineering contract amendment #9 has been submitted to NMED-CPB for the remainder of

the work for Phase III, but contract has expired and we will finish it under the On-Call procurement. Contractor will install well control panel once all parts arrive. Change Order 7 for relocating booster skid and generator from Valle Del Rio has been approved.

**LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build – SMA - \$150,000 SAP** – Project is now closed out. Funding application for the next phase was approved by the Water Trust Board for legislative authorization. Authorization bill is pending legislative approval. NM OSE review of this application is requiring an update of our Water Conservation Plan, and DB Stephens has been engaged to take care of that. This plan needs to be updated after the Rincon merger is complete and we have usage data for them.

**LRG-19-09 – S. Valley Service Area Line Extensions - SMA** – See the Stern Drive Project for information.

**LRG-23-01 – Water Asset Management Plan – BHI - PG-6037 – up to \$50k** – Planning Grant was awarded 1/26/23. BHI has set the project up on Tracker and Kathi and I have been uploading document. Kick off meeting was held 2/22/23.

**LRG-23-02 – Wastewater Asset Management Plan – BHI - PG-6038 – up to \$50k** – Planning Grant was awarded 1/26/23. BHI has set the project up on Tracker and Kathi and I have been uploading document. Kick off meeting was held 2/22/23.

**On-Call Engineering Services** – BHI has Task Orders for support for the Regional Project, BLM permit renewals, NM SLO and discharge permit renewals, subdivision reviews, and voting district and service area map updates. SMA has Task Orders for the Stern Drive Project and High Valley Project, and two new NM DOT permits. DB Stephens has an as-needed Task Order for a Water Master Plan update.

### **Other projects:**

**NM 2023 Legislature:** Martin & I have cooperated with RCAC, Rick Martinez, and other stakeholders on regional authority legislation. We testified in Senate Judiciary on 2/3/23. The bill passed the Senate 33-0 on 2/9/23 and the House on 3/6/23, Senate concurred w/House amendments on 3/8/23. Mr. Martinez has a contract for lobbying, and will be presenting the S. Valley Regional Water System Improvements as a state-wide project. EBID provided a letter of support, and Dr. Phil King provided one as a member of the Water Policy & Infrastructure Task Force. Capital Lay Requests have been submitted for:

- South Valley Regional Water System Improvements - \$25,749,000
- Central Operations Facility - \$500,000
- Heavy Equipment Purchase - \$350,000 for Rincon Svc. Area - \$500,000 for S. Valley Svc. Area
- S. Valley Waterline Extension Project - \$500,000
- S. Valley SCADA - \$200,000

Rep. Lara also submitted a request for a line extension to one household east of the 4-way stop on Hwy 28, La Mesa. Legislative Report is available on the board's webpage. Session ends 3/18/2023 at noon.

**Infrastructure Capital Improvements Plan 2024-2028:** ICIP is complete and has been submitted.

**Reporting to Funding Agencies:** Quarterly CIF Reports were submitted for the 2<sup>nd</sup> Quarter; SAP monthly reporting Capital Outlay 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.

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

**Training** – Patty and I have not attended any training in the past month.

**Collection & Lien Procedures** - 309 first notifications, 306 certified letters have been sent and 131 liens have been filed to date. 55 liens have been released following payment in full of the account.

**Water Audits** – Water Audit Committee meets for the 2022 audits on 3/28/23.

**Rate Study** –Public meeting authorization is on today’s agenda.

**Cyber Security Assessment** – Our insurance company is requiring training for all employees on phishing & malware, Patty has administered the 2021 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 2/17/23. Next meetings will be in Ruidoso on 4/20-4/21/23. I plan to attend in-person.

**Capital Outlay Projects  
Chart by County**

**Legislative Council Service  
56th Legislature, 1st Session, 2023**

Project Title	Amount	City	Fund	Track
125 DONA ANA CO RADIUM SPRINGS DRAINAGE IMPROVE	\$560,000		GF	33\ 49
4071 DONA ANA CO REPRODUCTIVE HEALTH CARE FCLTY CONSTR	\$10,000,000		GF	21\ 1
147 DONA ANA CO SALEM DRAINAGE PHASE I IMPROVE	\$700,000	Salem	GF	33\ 62
2382 DONA ANA CO SHERIFF'S OFFICE VEH COM EQUIP PRCHS & I	\$633,500		GF	28/212
149 DONA ANA CO SOUTH VALLEY FIRE STATION 13 REN	\$437,500		GF	28/213
184 DONA ANA CO TORTUGAS LIGHT/RD SAFETY IMPROVE	\$200,000	Tortugas	GF	33\ 63
120 DONA ANA CO VADO DEL CERRO CMTY PARK IMPROVE	\$150,000		GF	28/214
27 DONA ANA CO WESTMORELAND AVE RD & DRAIN IMPROVE	\$275,000		GF	33\ 50
1211 E MESA AVE IMPROVE	\$550,000	Las Cruces	GF	33\ 55
8 EL CAMINO REAL RD IMPROVE	\$200,000		GF	33\ 51
3116 GARFIELD MDWC & MSWA BACKHOE EQUIP PRCHS	\$100,000		GF	19\ 24
198 GARFIELD MDWC & MSWA VACUUM TRAILER & GENERATOR P	\$150,000		GF	19\ 25
3209 HATCH FOOD PANTY REN	\$175,000	Hatch	GF	28/219
2785 HATCH LIB CONSTRUCT	\$420,000	Hatch	GF	28/220
3042 HATCH VALLEY HIGH SCHL VERTICAL GARDEN INSTALL	\$100,000	Hatch	GF	16/135
1192 LA UNION MDS & WA SOLAR SYSTEM CONSTRUCT	\$300,000		GF	19\ 26
4220 LAS CRUCES BENAVIDEZ SENIOR CTR - REN	\$127,500	Las Cruces	GF	4\ 14
1221 LAS CRUCES BRANIGAN CULTURAL CTR IMPROVE	\$165,000	Las Cruces	GF	28/223
4263 LAS CRUCES CITYWIDE SENIOR CTRS - VEH	\$200,000	Las Cruces	GF	4\ 15
3261 LAS CRUCES COCINAS DE PEREGRINOS CMTY KITCHEN CON	\$850,000	Las Cruces	GF	28/224
3207 LAS CRUCES EL CALDITO SOUP KITCHEN IMPROVE	\$1,025,000	Las Cruces	GF	28/225
1207 LAS CRUCES FIRE STN 2 IMPROVE	\$100,000	Las Cruces	GF	28/226
1209 LAS CRUCES FIRE STN 5 IMPROVE	\$100,000	Las Cruces	GF	28/227
1208 LAS CRUCES FIRE STN 6 IMPROVE	\$100,000	Las Cruces	GF	28/228
1157 LAS CRUCES INTRNATL AIRPORT IMPROVE	\$560,000	Las Cruces	GF	33\ 56
3205 LAS CRUCES JARDIN DE LOS NINOS BLDG ROOF RPLC	\$250,000	Las Cruces	GF	28/229
2487 LAS CRUCES KLEIN PARK REN	\$210,000	Las Cruces	GF	28/230
1153 LAS CRUCES LAS CRUCES INTRNATL AIRPORT IMPROVE	\$1,050,000	Las Cruces	GF	28/231
1178 LAS CRUCES LIFT UP LAS CRUCES ST IMPROVE	\$595,000	Las Cruces	GF	33\ 57
3204 LAS CRUCES MESILLA VALLEY CMTY OF HOPE FCLTY REN	\$1,150,000	Las Cruces	GF	28/232
2490 LAS CRUCES MESQUITE HISTORICAL DIST REN	\$1,025,000	Las Cruces	GF	28/233
4212 LAS CRUCES MUNSON SENIOR CTR - CONSTRUCT	\$1,636,200	Las Cruces	GF	4\ 16
1222 LAS CRUCES MUS OF NATURE AND SCIENCE IMPROVE	\$50,000	Las Cruces	GF	28/234
1193 LAS CRUCES PIONEER WOMEN'S PK REN	\$660,000	Las Cruces	GF	28/235
1184 LAS CRUCES PKS IMPROVE	\$300,000	Las Cruces	GF	28/236
2925 LAS CRUCES PSD EMPLOYEE ASSISTANCE CTR REN	\$75,000	Las Cruces	GF	16/136
751 LAS CRUCES SCSWA HOLMAN RD TRANSFER STN CONSTRUC	\$125,000	Las Cruces	GF	19\ 37
752 LAS CRUCES SCSWA RECYCLE CENTER IMPROVE	\$75,000	Las Cruces	GF	19\ 38
754 LAS CRUCES SOUTH CENTRAL SWA BULL DOZER PRCHS	\$300,000	Las Cruces	GF	28/237
753 LAS CRUCES SOUTH CENTRAL SWA ELEC VEH PRCHS	\$50,000	Las Cruces	GF	28/238
1228 LAS CRUCES TRAILS IMPROVE	\$100,000	Las Cruces	GF	28/239
1226 LAS CRUCES VETERANS MEM PK IMPROVE	\$250,000	Las Cruces	GF	28/240
2790 LEASBURG MDWCA VACUUM SYS EQUIP PRCHS	\$50,000		GF	19\ 27
2795 LEASBURG MDWCA WATER METER REPLC	\$110,000		GF	19\ 28
<b>3215 LOWER RIO GRANDE PWWA LA MESA WATER LINE EXTENSIO</b>	<b>\$277,514</b>		<b>GF</b>	<b>19\ 29</b>
<b>2320 LOWER RIO GRANDE PWWA OPERATIONS CTR CONSTRUCT</b>	<b>\$350,000</b>		<b>GF</b>	<b>19\ 30</b>
<b>2274 LOWER RIO GRANDE PWWA S VALLEY WATER LINES CONSTR</b>	<b>\$250,000</b>		<b>GF</b>	<b>19\ 31</b>
2387 MESILLA MARSHAL'S DEPT VEH PRCHS	\$150,000	Mesilla	GF	28/241
2381 MESILLA RDS IMPROVE	\$190,000	Mesilla	GF	33\ 60
2370 MESILLA ST SWEEPER PRCHS	\$306,000	Mesilla	GF	28/242
2391 MESILLA WATER LINES IMPROVE	\$100,000	Mesilla	GF	19\ 39

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY**  
**Central Operations Facility Project RFP Committee Report**  
**Tuesday, March 8, 2023 via emails**

**PROCESS:**

The engineering/architectural agreement with Wilson & Company for the Central Operations Facility dated May 16, 2018 expired and a new RFP was issued on January 18, 2023 with a proposal deadline of 3:00 p.m. on March 7, 2023. One proposal from Wilson & Company was received by Projects Specialist Angie Meza before the deadline.

Projects Manager Karen Nichols reviewed the proposal to ensure it conformed with the requirements of the RFP, scanned and emailed it to the RFP Committee members, asking them to reply and state whether they agreed to recommend that the board award the project to Wilson & Company or wished to meet to review the proposal as a committee. Board Chair Espy Holguin abstained due to her ties with Wilson & Company, and General Manager Martin Lopez, Finance Manager Kathi Jackson, Operations Manager Mike Lopez, and Project Manager's Designee Projects Specialist Patty Charles replied in agreement with recommending to the board that the project be awarded to Wilson & Company. These emails are included in the documentation for this RFP.

**RECOMMENDATION:**

The Committee recommends that the Board of Directors select Wilson & Company for the Central Operations Facility Project.

\_\_\_\_\_  
Karen Nichols, Projects Manager, Procurement Manager

\_\_\_\_\_  
Martin G. Lopez, General Manager

\_\_\_\_\_  
Mike Lopez, Operations Manager

\_\_\_\_\_  
Kathi Jackson, Finance Manager

\_\_\_\_\_  
Patty Charles, Projects Manager Designee

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Esperanza Holguin, Board Chair



**ATTACHMENT B  
Hourly Breakdown**

Lower Rio Grande PWWA Central Office Building 2023-03-14 (rev08)	Labor							Expenses					Totals	
	Civil Engineer (P4 Staff Designer Licensed)	Project Architect (A6 Architect)	Architectural Drafter (PD3 Senior Designer II)	Admin Asst. III (AD3)	Engineer (P5 Project Designer / Engineer)	Designer (PD3 Senior Designer II) / Field Technician	Electrical Engineer (P5 Project Designer / Engineer)	Task Hours	Design Fees	Milage	Travel Expenses	Printing		
Rate	\$ 134.00	\$ 158.00	\$ 106.00	\$ 71.00	\$ 172.00	\$ 106.00	\$ 172.00							
<b>Lower Rio Grande PWWA</b>														
<b>5 Construction Phase</b>														
On-Site Meetings		170	30					200	\$ -		\$137.55	\$ -		
Off -Site Meetings		34	10					44	\$ 6,432.00			\$ 6,432.00		
RFIs		122	36		20	60		238	\$ 32,892.00			\$ 32,892.00		
Submittals		120	40		30	60		250	\$ 34,720.00			\$ 34,720.00		
Pay Applications		56						56	\$ 8,848.00			\$ 8,848.00		
Punch List		24	24					48	\$ 6,336.00			\$ 6,336.00		
									\$ -			\$ -		
<b>6 Occupancy Phase</b>														
11-month warranty review	2	2		4	3		3	14	\$ 1,900.00		\$19.65	\$ 1,919.65		
									\$ -			\$ -		
									\$ -			\$ -		
<b>Subtotal Professional Services</b>								850	\$ 121,168.00		\$157	\$ 121,325.20		
<b>Subtotal</b>	2	528	140	4	53	120	3	850	\$121,168	\$ -	\$ 157	\$ -		
<b>Item Subtotals \$</b>	\$268	\$83,424	\$14,840	\$284	\$9,116	\$12,720	\$516					\$121,325		
	CIVIL	ARCH	\$98,264.00	\$284.00	MEP	\$21,836.00						Total Basic Services	\$121,325	
<table border="1"> <tr> <td><b>Milage Calculation per Trip</b></td> </tr> <tr> <td>n/a @ \$0.54/mile =</td> </tr> </table>													<b>Milage Calculation per Trip</b>	n/a @ \$0.54/mile =
<b>Milage Calculation per Trip</b>														
n/a @ \$0.54/mile =														
<b>Reimbursible Expenses</b> Subtotal \$ 121,325.20 (Las Cruces) NMGRT @ 8.1875% \$ 9,933.50 <b>TOTAL: \$ 131,258.70</b>														

<b>Total Invoices - Wilson &amp; Co.</b>	\$ 258,502.36	\$ -	\$ 12,462.00	\$ 36,524.70	\$ -	\$ 9,898.11	\$ 317,387.17	\$ 26,377.75	\$ 343,764.92
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<b>Contract Remaining Balance</b>	\$ 2.00	\$ -	\$ (2.00)	\$ 44,641.30	\$ -	\$ 2,337.54	\$ 46,978.84	\$ 3,910.18	\$ 50,889.02
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<b>Design Basic Services</b>	<b>Design Additional Services</b>	<b>Bid Phase Services</b>	<b>Construction Phase Services</b>	<b>Post-Construction Services</b>	<b>Reimbursible Expenses</b>	<b>Contract Subtotal</b>	<b>NM GRT</b>	<b>TOTAL</b>
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**AGREEMENTS FOR ENGINEERING SERVICES  
(Publicly Funded Project)**

THIS Agreement, made this 14<sup>TH</sup> day of March 2023 (effective date) by and between The Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and Wilson & Company, Inc., Engineers and Architects hereinafter referred to as the ENGINEER. This contract expires on 22<sup>nd</sup> day of October 2024.

The OWNER intends to complete the construction a Project consisting of a Central Operations Building to consolidate resources and maximize functional efficiencies.

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

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## SECTION B - ENGINEERING SERVICES

~~Engineer Services During the Planning Phase~~

~~Engineering Services During the Design Phase~~

Engineering Services During the Construction Phase

Engineering Services During the Operation Phase

## SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

### ATTACHMENTS

- Attachment I – Insurance – (required)
- Attachment II - Engineering Services During the Planning Phase - Not Required.
- Attachment III - Engineering Services During the Design Phase - Not Required.

Attachment IV - Engineering Services During the Construction Phase  
Authorization to proceed date: This 14<sup>th</sup> day of March, 2023  
Contract Time shall be 222 calendar days from Authorization to proceed date.  
This phase expires on 10/22/2023.

Attachment V - Engineering Services During the Operation Phase  
Authorization to proceed date: This 23<sup>rd</sup> day of October, 2023  
Contract Time shall be 365 calendar days from Authorization to proceed date.  
This phase expires on October 22, 2024.

Attachment VI – Amendments to Agreements for Engineering Services  
Authorization to proceed date: This \_\_\_ day of \_\_\_, 20\_\_  
Contract Time shall be \_\_\_ calendar days from Authorization to proceed date.  
This phase expires on \_\_\_\_\_.

Attachment A: Description of activities per phase  
Attachment B: Hourly Breakdown  
Attachment C: ~~Proposed Schedule~~  
Attachment D: Reimbursable Schedule

## **SECTION A – GENERAL PROVISIONS**

### **1. General**

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

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

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

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

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

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

### **2. Approvals**

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

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

### **3. Responsibilities of the ENGINEER**

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

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

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

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

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

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

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

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

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

#### **4. Responsibilities of the OWNER**

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

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

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

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

#### **5. Changes**

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



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

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

## **6. Termination of Contract**

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

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

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

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

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

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

## **7. Payment**

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

in the Attachments.

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

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

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

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

## **8. Time**

### **(a) PROGRESS AND COMPLETION**

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

schedule regardless of the reason.

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

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

## **9. Project Design**

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

## **10. Audits and Access to Records**

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof, and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

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

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

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

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

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

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

## **11. Subcontracts**

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

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

## **12. Insurance**

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

## **13. Environmental Condition of Site**

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

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

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

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

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

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

#### **14. Mutual Waiver**

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

#### **15. Independent Contractor**

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

#### **16. Equal Employment Opportunity**

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

#### **17. Gratuities**

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

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

#### **18. Covenant Against Contingent Fees**

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

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

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

## **20. Remedies**

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

## **21. Assurance Against Debarment**

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

## **SECTION B –ENGINEERING SERVICES**

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

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

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

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

None

### Item #1: Electronic File Transfer Clause"

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

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

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

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

### 1. PRIVITY OF CONTRACT

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



## 2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.
2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.
3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

## 3. TERMINATION

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.
- f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed

to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

#### 4. REMEDIES

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

#### 5. AUDIT; ACCESS TO RECORDS

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

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

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

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

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

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

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

#### 6. COVENANT AGAINST CONTINGENT FEES

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

#### 7. GRATUITIES

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

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

#### 8. FINAL PAYMENT

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

#### 9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance

agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

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

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

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

OWNER  
Type Name \_\_\_\_\_  
Title LRGPWWA Board Chair

By:  Date: 03/14/23

ARCHITECT / ENGINEER  
Type Name Michael J. Wright, RA  
Title Associate Vice President

REVIEWED AND APPROVED: FUNDING AGENCY

By: \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

## AYTACHMENT I - Insurance

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



## ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 14<sup>th</sup> day of March, 2023 (effective date) by and between the The Lower Rio Grande Public Water Works Authority, the OWNER, and Wilson & Company, Inc., Engineers and Architects, the ENGINEER, the OWNER and ENGINEER agree this 14<sup>th</sup> day of March, 2023 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

- A. Perform or provide the following tasks and/or deliverables:  
Construction Administration Activities. (Refer to Attachment A)
  
- B. Cost Proposal –Lump Sum Contract Amount Provided  
Refer to Attachment B.
  
- C. Reimbursable Expense Schedule  
Refer to Attachment D
  
- D. Contract Time shall be 222 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by 10/22/2023 (DATE).

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

**LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$119,405.55, excluding gross receipt tax.

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


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



4. Signatures

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
OWNER  
Type Name \_\_\_\_\_  
Title LRGPWWA Board Chair

By:  Date: 03/14/23  
ARCHITECT / ENGINEER  
Type Name Michael J. Wright, RA  
Title Associate Vice President

REVIEWED AND APPROVED: FUNDING AGENCY

By: \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

## ATTACHMENT V – Engineering Services During the Operations Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 14<sup>th</sup> day of March, 2023 (effective date) by and between the The Lower Rio Grande Public Water Works Authority, the OWNER, and Wilson & Company, Inc., Engineers and Architects, the ENGINEER, the OWNER and ENGINEER agree this 14<sup>th</sup> day of March, 2023 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Operations Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:  
Operations Phase Activities. (Refer to Attachment A)

B. Cost Proposal –Lump Sum Contract Amount Provided  
Refer to Attachment B.

C. Reimbursable Expense Schedule  
Refer to Attachment D

D. Contract Time shall be 588 calendar days from the date of the OWNERS signature on Attachment V. Operations phase services shall be completed and accepted by the OWNER by 10/22/2024 (DATE).

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

**LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$1,919.65, excluding gross receipt tax.


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

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

4. Signatures

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

By: \_\_\_\_\_ Date: March 15, 2023  
OWNER  
Type Name \_\_\_\_\_  
Title LRGPWWA Board Chair

By:  Date: 03/14/23  
ARCHITECT / ENGINEER  
Type Name Michael J. Wright, RA  
Title Associate Vice President

REVIEWED AND APPROVED: FUNDING AGENCY

By: \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

## Special Provisions: Electronic File Transfer Clause

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

**Final submittal of documents shall also be submitted in pdf format that can be transmitted electronically (i.e., files must be small enough to be transmitted by email and to be uploaded). All elements of the final submittal (i.e., AutoCAD files, water & wastewater models, GIS/GPS data, technical specifications, Microsoft Word files, etc.) shall be submitted in their original electronic working formats. In addition, final project Planning Reports and Preliminary Engineering Reports (PER) shall be provided in their original electronic working formats to facilitate the use of specific excerpts by the Lower Rio Grande Public Water Works Authority (LRGPWWA) for such reports assembled for grant and other funding applications, presentations to Legislative Committees or similar uses as deemed necessary by the LRGPWWA. Final electronic working reports will not be stamped or signed by the Engineer of Record.**

**The reports, plans, specifications and other engineering products created by Wilson & Company, Inc., Engineers and Architects and its subconsultants, are created specifically for the project and are intended to be used only for this project. The LRGPWWA agrees, to the fullest extent permitted by law, to indemnify and hold Wilson & Company, Inc., Engineers and Architects and its subconsultants harmless from any claim, liability or cost (including reasonable attorney fees and defense costs) arising or allegedly arising out of any reuse or modification to the approved final plans and specifications by the LRGPWWA or any person or entity that acquires the approved final plans and specifications from or through the LRGPWWA.**

**ATTACHMENT A**

**DESCRIPTION OF ACTIVITIES PER PHASE**

**PHASE IV**

**Agreement for Engineering Services**

**Scope of work, cost proposal and compensation for**

**Engineering Services during the Construction Phase**

**A. Construction Phase Services**

**A.1 General**

A.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

A.1.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**A.2 Evaluations of the Work**

A.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section B.1.4, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

A.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However,

neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

A.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

A.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

A.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **A.3 Certificates for Payment to Contractor**

A.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section A.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

A.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

A.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### **A.4 Submittals**

A.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

A.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

A.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

A.4.4 Subject to Section B, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

A.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **A.5 Changes in the Work**

A.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section B, the Architect shall prepare Change Orders and

Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

A.5.2 The Architect shall maintain records relative to changes in the Work.

## **A.6 Project Completion**

A.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

A.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

A.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

A.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

A.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## **B Architect's Additional Services**

B.1.1 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section B shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule.

B.1.2 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:



- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

B.1.3 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

B.1.4 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Seven (7) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

B.1.5 Except for services required under Section A.6.5 and those services that do not exceed the limits set forth in Section B.1.4, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

B.1.6 If the services covered by this Agreement have not been completed within Eight (8) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

A. Deliverables

- a. Monthly field reports (on-site) and meeting notes (off-site.)
- b. Notifications of Non-Conforming Work when determined as such.
- c. Punchlist documentation.
- d. Substantial Completion documentation.
- e. Final Completion documentation.

B. Cost Proposal

*Refer to Attachment B.*

C. Schedule of time to complete work:

- a. Established Substantial Completion Date: October 22, 2023

## PHASE V

### Agreement for Engineering Services

#### Scope of work, cost proposal and compensation for Engineering Services during the Operations Phase

A. Scope

1. Support coordination of Owner deficiency reporting to the General Contractor
2. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a single meeting with the Owner to review the facility operations and performance.

B. Deliverables

- 11-month warranty review report.
- a. 8-1/2 x 11 format

D. Cost Proposal

*Refer to Attachment B - Operations Phase fee is included within the requested lump sum amount.*

C. Schedule of time to complete work:

- a. 11-Months from the Contractor achieving Substantial Completion. Current Established Substantial Completion Date: October 22, 2023. 11-Month warranty will be September 21, 2024

**ATTACHMENT B  
Hourly Breakdown**

Lower Rio Grande PWWA Central Office Building 2023-03-14 (rev08)		Labor						Expenses					Totals																																																
		Civil Engineer (P4 Staff Designer Licensed)	Project Architect (A6 Architect)	Architectural Drafter (PD3 Senior Designer II)	Admin Asst. III (AD3)	Engineer (P5 Project Designer / Engineer)	Designer (PD3 Senior Designer II) / Field Technician	Electrical Engineer (P5 Project Designer / Engineer)	Task Hours	Design Fees	Milage	Travel Expenses		Printing																																															
Rate	\$	134.00	\$ 158.00	\$ 106.00	\$ 71.00	\$ 172.00	\$ 106.00	\$ 172.00																																																					
<b>Lower Rio Grande PWWA</b>																																																													
<b>5</b>	<b>Construction Phase</b>																																																												
	On-Site Meetings		170	30					200	\$ -		\$137.55	\$ -																																																
	Off -Site Meetings		34	10					44	\$ 6,432.00			\$ 6,432.00																																																
	RFIs		122	36		20	60		238	\$ 32,892.00			\$ 32,892.00																																																
	Submittals		120	40		30	60		250	\$ 34,720.00			\$ 34,720.00																																																
	Pay Applications		56						56	\$ 8,848.00			\$ 8,848.00																																																
	Punch List		24	24					48	\$ 6,336.00			\$ 6,336.00																																																
										\$ -			\$ -																																																
<b>6</b>	<b>Occupancy Phase</b>																																																												
	11-month warranty review	2	2		4	3		3	14	\$ 1,900.00		\$19.65	\$ 1,919.65																																																
										\$ -			\$ -																																																
										\$ -			\$ -																																																
	<b>Subtotal Professional Services</b>								850	\$ 121,168.00		\$157	\$ 121,325.20																																																
	<b>Subtotal</b>	2	528	140	4	53	120	3	850	\$121,168	\$ -	\$ 157	\$ -																																																
	<b>Item Subtotals \$</b>	\$268	\$83,424	\$14,840	\$284	\$9,116	\$12,720	\$516					\$121,325																																																
		CIVIL	ARCH	\$98,264.00	\$284.00	MEP	\$21,836.00						Total Basic Services	\$121,325																																															
		<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th colspan="2">Milage Calculation per Trip</th> </tr> <tr> <td>n/a</td> <td>@ \$0.54/mile =</td> </tr> </table>												Milage Calculation per Trip		n/a	@ \$0.54/mile =																																												
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		<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="12" style="text-align: right;"><b>Reimbursible Expenses</b></td> </tr> <tr> <td colspan="12" style="text-align: right;">Subtotal \$ 121,325.20</td> </tr> <tr> <td colspan="12" style="text-align: right;">(Las Cruces) NMGRT @ 8.1875% \$ 9,933.50</td> </tr> <tr> <td colspan="12" style="text-align: right;"><b>TOTAL: \$ 131,258.70</b></td> </tr> </table>												<b>Reimbursible Expenses</b>												Subtotal \$ 121,325.20												(Las Cruces) NMGRT @ 8.1875% \$ 9,933.50												<b>TOTAL: \$ 131,258.70</b>											
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<b>TOTAL: \$ 131,258.70</b>																																																													

**DETAILED SUMMARY OF ESTIMATED REIMBURSABLES**

**PRINTING COSTS (Estimated)** **COST**

<b>Bidding Distribution &amp; Check Sets</b>					
Drawings (Assumes 185 30x42 sheets)				\$	82
Specifications (Assumes 1,000 pages)				\$	110
				\$	192 Per Set
Schematic Design	0	Sets	@	\$	192.00 = \$ -
Design Development	0	Sets	@	\$	192.00 = \$ -
BID Documents (Excluded)	0	Sets	@	\$	192.00 = \$ -
<b>Subtotal Printed Sets</b>	<b>0</b>			<b>\$</b>	<b>-</b>

<b>Presentation Graphics</b>					
Presentation Board Mounting				\$	45
Presentation Color Printing				\$	76.50
Presentation Lamination				\$	24.75
Cost per 30"x42" Presentation Board				\$	146.25 Ea.
Schematic Design	0	Boards	@	\$	146.25 = \$ -
Design Development	0	Boards	@	\$	146.25 = \$ -
Final / Misc	0	Boards	@	\$	146.25 = \$ -
<b>Subtotal Printed Sets</b>	<b>0</b>			<b>\$</b>	<b>-</b>

\*Number of Boards are Estimated Only. Actual amount of boards may be more or less.

**SUBTOTAL:** \$ -

**TRAVEL COSTS (Estimated)**

	Miles One Way	Min Miles Per Trip	x	Mileage Rate	Cost Per Trip	Number of Trips		Estimated Cost
Travel Cost	15	30		\$ 0.655	\$	19.65		
<b>Estimated Required Travel</b>								
<i>As-Builts</i>					\$	19.65 x	0	= \$ -
Programming (4 Meetings)				(6 Weeks)	\$	19.65 x	0	= \$ -
Schematic Design (6 Meetings)				(6 Weeks)	\$	19.65 x	0	= \$ -
Design Development (6 Meetings)				(8 Weeks)	\$	19.65 x	0	= \$ -
Construction Documents (6 Meetings)				(14 Weeks)	\$	19.65 x	0	= \$ -
Bidding & Negotiation (2 Meetings)				(8 Weeks)	\$	19.65 x	0	= \$ -
Construction Administration (Monthly)				(68 Weeks)	\$	19.65 x	7	= \$ 137.55
11-Month Warranty					\$	19.65 x	1	= \$ 19.65
					\$	19.65 x	8	= \$ 157.20
					\$			\$ 157.20

\*Number of Trips are Estimated Only. Actual frequency of trips may be more or less.

Wilson & Company intends to group trips with work in the area to save Owner cost on this reimbursable.

**SUBTOTAL:** \$ 157.20

**PER DIEM COSTS (Estimated)**

	Breakfast Allowance	Lunch Allowance	Dinner Allowance	# of Meals/Trip	Subtotal Per Person / Trip	Average # of Person Per Trip	Number of Trips	
Lodging (n/a)					\$	-		
Meals	\$ 10.00	\$ 15.00		0	\$	-	1.00	7 = \$ -
								<b>SUBTOTAL:</b> \$ -

**MISCELLANEOUS REIMBURSABLE EXPENSES** **COST**

<b>EXISTING CONDITIONS DOCUMENTATION / AS-BUILT FIELD MEASUREMENTS</b>			
Architecture As-Built Acquisition / Verification / Coordination	\$0	0 hours @ \$0	n/a
MEP As-Built Acquisition / Verification / Coordination	\$0	0 hours @ \$0	
As-Built Information into Modeling	\$0	0 hours @ \$0	
			<b>SUBTOTAL:</b> \$ -

**TOTAL ESTIMATED REIMBURSABLES:** (Excluding NMGR) \$ 157.20