



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: April 19, 2023

Time: 9:00 am

Places: East 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	martin.lopez@lrgauthority.org
	Karen Nichols LRG Projects Manager	575-233-5742 Ext. 1018	karen.nichols@lrgauthority.org
	Patricia Charles LRG Projects Special.	575-233-5742 Ext. 1021	patty.charles@lrgauthority.org
	Kathi Jackson LRG Finance Manager	575-233-5742 Ext. 1005	kathi.jackson@lrgauthority.org
	John Schroder LRG Accounting Assistant	575-233-5742 Ext. 1006	john.schroder@lrgauthority.org
	Mike Lopez LRG Operations Manager	575-233-5742 Ext. 1011	mike.lopez@lrgauthority.org
Via Zoom	Espy Holguin LRG Board Chair	575-644-9543	Espy.holguin@lrgauthority.org
Via phone	Furman Smith LRG Board Vice Chair	575-382-5982	furman.smith@lrgauthority.org
	Glory Juarez LRG Board Secretary	575-494-2750	glory.juarez@lrgauthority.org
	Paul Smith LRG Board Director	505-710-4671	paul.smith@lrgauthority.org
Via phone	James Cadena LRG Board Director	480-206-5930	james.cadena@lrgauthority.org
	Josh Smith LRG Attorney	575-528-0500	jask@joshuasmithlaw.com
	Karl Pennock / RCHC		

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes —REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, April 19, 2023 AT THE EAST MESA OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or 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

- I. **Call to Order, Roll Call to Establish Quorum:** Vice Chair called the meeting to order at 9:04 a.m. Mr. P. Smith was absent (District #1), (District #2) is Vacant, James Cadena was present via Zoom (District #3), Mrs. Holguin was present via telephone (District #4), (District # 5) is Vacant, Mrs. Juarez was present (District #6), Mr. F. Smith was present (District #7). Staff present were General Manager Martin Lopez, Projects Manager Karen Nichols, Finance Manager Kathi Jackson, Projects Specialist Patricia Charles, Accounting Assistant John Schroder and Operations Manager was present via Zoom. Guests present Joshua Smith LRGPWWA Attorney, Karl Pennock with RCAC, Ricardo Maldonado and Michael Wright from Wilson & Company, Tyler Hopkins from Bohannon Huston, Marty Howell from Souder, Miller & Assoc. and Mary Berry LRGPWWA staff member.
- II. **Pledge of Allegiance:** The pledge was led by General Manager Martin Lopez
- III. **Motion to approve Agenda:** Mr. Lopez requested the agenda be rearranged to New Business after the Staff Recognition. Mrs. Juarez made the motion to approve the agenda as Mr. Lopez suggested. Mr. Cadena seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on March 15, 2023:** Mr. Lopez wanted the agenda corrected. Mrs. Berry 's first name was misspelled. Mrs. Juarez made the motion to approve the minutes for the regular board meeting on March 15, 2023 with the corrections. Mrs. Holguin seconded the motion, the motion passed with all in favor.
- V. **Staff Recognition for years of service:** Mr. Lopez presented Mrs. Berry and Mr. Schroder with a plaque for years of service. Mrs. Berry has been with us 10 years; she operates the East Mesa office she is an asset to us. Her husband Bill was an operator for the Butterfield System. Both have lots of useful historical information for this area. Mr. Schroder has been with us for 5 years; he works with Ms. Jackson and is also an asset filling in as an IT tech. Mr. Lopez thanked them both for their service and appreciates having them as staff members of LRGPWWA.
 - A. 10 years of service – Mary Berry, Billing/Collections Clerk
 - B. 5 years of service – John Schroder, Accounting Assistant
- VI. **Presentations: RCAC -Karl Pennock Draft Rate Presentation:** Mr. Pennock said he worked with LRGPWWA on varies rate studies in the past. LRGPWWA has been growing by 5% annually with diverse revenue streams. The last rate increase was in 2014 and was phased in 3 years. LRGPWWA's rates are in line with surrounding systems. From his findings what is needed is revenue for system to meet water & sewer system maintenance needs. LRGPWWA has a good rate structure which can be built on. If LRGPWWA continues on this path over 5 years the system would deteriorate. The system would not meet debt requirements and operating capacity. The increases could take place over a period of several years in small increments. SEWER- there will be an estimated increase in connections from 716 to 1142 in the Brazito area. There will then be additional operating expenses in that area as well. LRGPWWA rates are considerably lower than other area systems. The recommendation is a 35% uniform increase to the existing base plus usage charges in FY24-FY28. The increases would be phased in over a multi-year period. In summary- additional revenue is needed to maintain operations and pay for needed infrastructure (especially sewer) to build needed capacity.
- VII. **Public Input:** none
- VIII. **Managers' Reports**

- A. General Manager:** Mr. Lopez provided a written report and stood for questions. Rincon update- the water rights transfer approved by State Engineer, NMED has approved and transferred Rincon system, billing notification to customers, office is partial operational, backhoe moved to system & bank accounts will be closed after last clear. May 1st will be the first LRG billing. Allowed UTEP/UNM Mental Health Resources staff to setup information booth at the Mesquite office, 15th of month for the next few months. 2022 water audits complete and submitted to NMED along with water and sewer user rate information. TDS New Horizon Subdivision Phase I (52 lots) will be requesting water service. LRGPWWA staff (Mike, JJ, Patty & Angie) will participate at the Children Water Festival in Las Cruces on May 3rd. We need to update Member Customer Policy to include prohibitive language for the use of LRGPWWA for controlled substances. The disclaimer has been added to most of our customer documents but needs to be added to our Customer Policies. He will send Ms. Charles the information for the update to add to next month's board meeting.
- B. Projects:** Ms. Nichols provided a written report and stood for questions. We received the Capital Outlay Grants list and is provided in her report. We received \$50,000.00 for radio read meters for Talavera. She put in 3 applications to Drinking Water for Lead Service Line Inventory for LRGPWWA, Alto de Las Flores and Talavera. The applications for LRGPWWA and Alto del Las Flores are complete, waiting on documentation from Talavera to complete their application.
- C. Operations:** Mr. Lopez provided a written report and stood for questions. The forced main from Brazito to Mesquite is working fine now. We started to rod the Brazito to Mesquite force main twice a month for maintenance. Mr. F Smith asked if we had totally converted to gas chlorine. Mr. Lopez said the Central well is has been converted and we are working on converting the other 2 wells. Production increased in the month of March from 36.61 million gallons last year to 40.71 million gallons this year.
- D. Finance:** Ms. Jackson provided a written report and stood for questions. Her report is exactly the same as the 3rd quarter report she presented earlier in the meeting. There will be budget adjustments at the next board meeting. Mr. Lopez said he received an email from the County about the possibility of taking over part of their utilities. Mr. Lopez would like the board to consider a work a work session to look at the pros and cons. He would like us to look at the utilities in Rincon and South-Central near Vado only. He thinks the other areas do not make sense for LRGPWWA.

IX. Unfinished Business: none

X. New Business

- A. Discussion and consideration for the Newest Contract from Wilson & Company:** Mrs. Juarez made the motion to approve the contract from Wilson & Co. Mrs. Holguin seconded the motion. Ms. Nichols said we did not have a new contract proposal yet. Ms. Nichols said Ricardo Maldonado and Michael Wright from Wilson & Company are in attendance today. LRGPWWA's board approved the new contract at last months board meeting for over \$130,000.00 which added \$80,000.00 to the cost of the project. Now Wilson & Co. would like to add the outstanding balance from the old expired contract of \$48,748.41 plus tax to the new contract. Mr. Wright said the project was not completed due to the Contractors delays. He said it was a time issue due to the contractor's inability to deliver a finished product they continued to provide services after the contract expired. Mr. Lopez said looking at the deliverables in amendment #3 on the old contract the bulk of the final invoice deals with the completion of the project. He does not see how we can pay for items that were not delivered This can not be paid if the project is not finished. The new contract has increased by \$80,000.00 already. Mrs. Juarez asked what the staff's recommendation was and Mr. Lopez said we had 3 options, option 1 approach the Surety Bond Co., option 2 amend the contract just approved last month or option 3 re-draft a new contract and demonstrate that there is no double dipping. Ms. Nichols said she needed a funding analysis from Wilson & Co. to send to the funding agency. Mrs. Juarez asked Mr. J Smith (LRGPWWA Attorney) what his recommendation was and Mr. Smith said in order to pay the old contract balance, we need to amend the contract just approved last month or creating a new contract. But it needs to show the basis for the additional fees and reflect all work to be done. Mrs. Juarez asked if we have enough funds and Ms. Nichols said yes, we have a contingency amount for this project. Mr. F Smith said we probably would not be resolving this item today and could have a special meeting to resolve this item if needed. Mrs. Juarez asked that Staff and LRGPWWA Attorney work with Wilson & Co. and amend the contract approved last week, with clarifications on what is being paid. Mrs. Juarez amended her motion to authorize staff and Wilson & Co. to present an amended contract to include the last invoice amount on the old contract. Mrs. Holguin seconded the amended motion, the motion passed with all in favor. Mrs. Juarez thanked

Wilson & Co. and Ms. Nichols and staff for working so hard in getting this resolved. Mr. Wright wanted to recap that they will be working with LRGPWVA & legal to amend contract to include up to the additional amount.

B. Motion to adopt Resolution #FY2023-17 Adopting & Approving 3rd Quarter Budget Report: Mrs. Juarez made the motion to adopt resolution #FY2023-17 adopting & approving 2nd quarter budget report. Mr. Cadena seconded the motion, the motion passed with all in favor. Ms. Jackson said we are currently at 73% of our revenue and 75% of our expenses. We will need a budget adjustment at our next board meeting due to the expenses incurred with the recent sewer line collapse.

XI. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, May 17, 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
- C. Budget adjustment resolution
- D. Update Customer Policies to include prohibitive language for the use of water for controlled substances

XII. Motion to Adjourn: Mrs. Juarez made the motion to adjourn the meeting at 10:

These minutes will be presented to the board for approval on the 17th Day of May, 2023 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Glory Juarez, Secretary

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, April 19, 2023 AT THE EAST MESA OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or 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

- I. Call to Order, Roll Call to Establish Quorum: Mr. P. Smith _____ (District #1), (District #2) is Vacant, James Cadena _____ (District #3), Mrs. Holguin _____ (District #4), (District # 5) is Vacant, 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 March 15, 2023
- V. Staff Recognition for years of service
 - A. 10 years of service – Marry Berry, Billing/Collections Clerk
 - B. 5 years of service – John Schroder, Accounting Assistant
- VI. Presentations: RCAC -Karl Pennock Draft Rate Presentation
- VII. Public Input: 3 minutes per person
- VIII. Managers' Reports
 - A. General Manager
 - B. Projects
 - C. Operations
 - D. Finance
- IX. Unfinished Business
- X. New Business
 - A. Discussion and consideration for the Newest Contract from Wilson & Company
 - B. Motion to adopt Resolution #FY2023-17 Adopting & Approving 3rd Quarter Budget Report
- XI. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, May 17, 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
- XII. 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, March 15, 2023 AT THE EAST MESA OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or 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

- 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 16th and 17th. 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 19th Day of April, 2023 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Glory Juarez, Secretary



Lower Rio Grande PWWA Rate Presentation

April 19, 2023

WE ARE ONE

REGIONAL WATER & WASTEWATER AUTHORITY

Created in NM Statute by five founding Mutual Domestic Associations, strengthened by those who joined afterward, providing economies of scale for our systems and a stronger voice for our communities.

WE ARE MANY

16 Rural Southern New Mexico Communities

11 Former Mutual Domestic Water Associations & 1 Private System

2 Wastewater Systems

4 Separate Service Areas

7 Voting Districts

4 House & 4 Senate NM Legislative Districts

General Observations

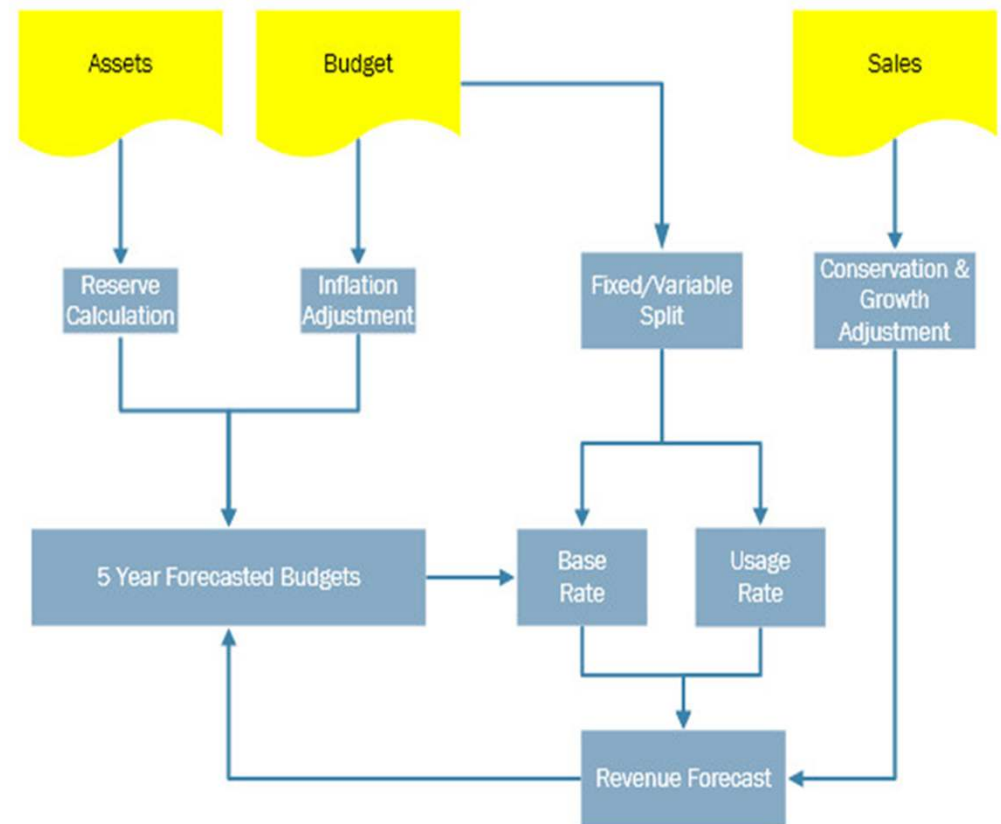
- Growing (~0.5% annually) with diverse revenue streams.
- Well managed (25 loans fully paid, received funding of \$52M including \$37M in grants)
- Inflation (21.8% increase since 2017)
[Current US Inflation Rates: 2000-2023 \(usinflationcalculator.com\)](https://www.usinflationcalculator.com)
- Additional revenue needed

Rate Study Approach

- Build on strengths of existing rate structure
- Provide additional revenue to meet water and sewer system needs (O&M, Debt, Reserves)
- Phase in rate increases over multi-year period
- Develop the financial capacity of each utility

Rate Study Methodology

- Based on AWWA guidance
- Analyzes assets, budget, and sales
- Develops 5- to 6-year revenue forecast
- Incorporates fixed/variable costs, inflation, system growth



WATER FUND



LRGPWWA Water System Snapshot

- Last rate increase in 2014 phased in over 3 years
- Tiered rate structure recognizes water conservation and affordability
- Additional revenue required to meet anticipated needs including planned capital improvements.
- Water fund subsidizing sewer operations

Major Water Projects (FY24-28 ICIP)

- South Valley Water Supply & Treatment (\$25.859M)
- LRGPWWA East Mesa Water System Improvements (\$10.698M)
- LRGPWWA Central Operations Facility (\$5.547M)
- Waterline Extension to Unserved Areas (\$11.054M)

Infrastructure Capital Improvement Plan F2024-2028

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

Selected Area Water Rates (2021 Survey Data)

System Name	# Connections	Residential (6K Gallons)	Commercial (6K Gallons)
LRGPWWA	5138	\$34.84	\$48.71*
Elephant Butte	1062	\$46.77	\$42.21
Anthony W&SD	2815	\$37.97	\$39.84*
Silver City	6689	\$34.79	\$34.79
2021 Average Rate (N-5)	5000-10000	\$45.85 = Average rate per connection	

*Small Commercial Rate

Rate Options (FY24-FY28)

- Option 1: No Increase in Rates
- Option 2: 8.0% uniform increase to existing base and usage charges in FY24 (July), followed by uniform increases at the beginning of each fiscal year as follows: 8.0% (FY25), 6.0% (FY26), 3.0% (FY27-FY28)
- Option 3 (**Recommended**): 9.0% uniform increase to existing base and usage charges in FY24 (July), followed by uniform increases at the beginning of each fiscal year as follows: 9.0% (FY25), 6.0% (FY26), 3.0% (FY27-FY28)

Impact of Water Rates at 6K Residential Use

Rate Option	Option 1	Option 2	Option 3 (Recommended)
FY24	\$35.88	\$38.75	\$39.11
FY25	\$35.88	\$41.85	\$42.64
FY26	\$35.88	\$44.36	\$45.19
FY27	\$35.88	\$45.69	\$46.54
FY28	\$35.88	\$47.06	\$47.94

First 2K gallons included in the base rate. FY24 Base Rate Option 2 = \$23.05,
FY24 Base Rate Option 3 = \$23.27

Key Outcomes

- Option 1: Severe deterioration in system's financial capacity, inability to meet operating and debt requirements
- Option 2: Adequate capacity to meet system operating requirements (Expected FY28 Expected Operating Revenue = \$4.611M vs FY23 est. of \$3.422M)
- Option 3: Provides additional reserve capacity while fully meeting system operating requirements (Exp. FY28 Operating Revenue = \$4.736M vs. FY23 est. of \$3.422M)

Key Assumptions

- 0.5% growth in system connections
- No growth in per capita usage
- 5.5% annual increase in operating expenses in FY24 followed by 4.7% annual increases for remainder of forecast period (FY25-28)
- Allocation of system expenses to sewer enterprise fund based on proportional # of water and sewer connections
- Transfer of water system revenue to stabilize sewer fund
- Additional project debt in FY26 (East Mesa Water System Improvements), full funding of debt (10% of annual debt payments) and capital replacement reserves (\$22.5K annually beginning in FY24).
- Large grant component on new project debt (75%)

SEWER FUND



Sewer Fund Observations

- Growing with large increase in new connections expected: FY23 (716) → FY28 (1142)
- Additional Annual Debt Service:
 - Brazito Sewer Project Phase 2 (\$255.5K/FY24)
 - Brazito Sewer Project Phase 3 (\$182.7K/est. FY26)
- Unallocated system expenses paid by Water Fund (\$159K/FY23 est.)
- Additional project operating expenses: Brazito Sewer Project Phase 2/3 (\$38.5K/FY27)
- Insufficient revenue; rates considerably lower than other systems

Selected Area Sewer Rates

System Name	# Connections	Residential (6K Gallons)	Commercial (6K Gallons)
LRGPWWA (2023)	716	\$23.83	\$29.43
Dona Ana County (2021)	NA	\$51.22	\$97.22
Dona Ana MDWCA (2022)	1383	\$42.79	\$42.79
Anthony W&SD	2695	\$35.01	\$40.59
2021 Sewer Data Average (N=13)	1000-5000	Average rate per connection = \$35.96	

Sewer Rate Options (FY24-FY28)

- Option 1: No Increase in Rates
- Option 2: 30% uniform increase to existing base and usage charges in FY24-FY26 (July), followed by uniform increases at the beginning of each fiscal year as follows: 30% (FY25), 25% (FY26), 15% (FY27), and 5% (FY28)
- Option 3 (**Recommended**): 35% uniform increase to existing base and usage charges in FY24-FY26 (July), followed by uniform increases at the beginning of each fiscal year as follows: 35% (FY25), 35% (FY26), 15% (FY27), and 5% (FY28)

Impact of Sewer Rates at 6K Residential Use

Rate Option	Option 1	Option 2	Option 3 (Recommended)
FY24	\$23.83	\$30.98	\$32.17
FY25	\$23.83	\$40.27	\$43.43
FY26	\$23.83	\$50.34	\$58.63
FY27	\$23.83	\$57.89	\$67.43
FY28	\$23.83	\$60.79	\$70.80

Key Outcomes

- Option 1: Severe deterioration in system's financial capacity, inability to meet operating and debt requirements
- Option 2: Adequate capacity to meet system operating requirements, reduced reliance on water fund (Exp. FY28 Expected Operating Revenue = \$983K vs FY23 est. of \$307K)
- Option 3: Provides additional reserve capacity while fully meeting system operating requirements (Exp. FY28 Operating Revenue = \$843K vs. FY23 est. of \$307K)

Key Assumptions

- 0.5% growth in system connections
- No growth in per capita usage
- 5.5% annual increase in operating expenses in FY24 followed by 4.7% annual increases for remainder of forecast period (FY25-28)
- Absorption of expenses from water enterprise fund based on proportional allocation
- Transfer of water system revenue to stabilize sewer fund
- Full funding of debt reserve (10% of annual debt payments) and capital replacement reserves (\$22.5K annually beginning in FY24).
- Large grant component on new project debt

Summary

- Additional revenue needed to maintain operation and pay for needed infrastructure (especially sewer)
- Uniform rate increases identified to build needed capacity
- Increases phased in over multi-year period

Recommendations

- Implement recommended water and sewer rate increases beginning FY24 (July 2023)
- Review rate performance at least annual
- Evaluate system fees and other revenue opportunities
- Assess operating efficiency (e.g., asset management plan)

Discussion and Next Steps





Lower Rio Grande PWWA Rate Presentation
April 19, 2023

WE ARE ONE

REGIONAL WATER & WASTEWATER AUTHORITY

Created in NM Statute by five founding Mutual Domestic Associations, strengthened by those who joined afterward, providing economies of scale for our systems and a stronger voice for our communities.

WE ARE MANY

16 Rural Southern New Mexico Communities

11 Former Mutual Domestic Water Associations & 1 Private System

2 Wastewater Systems

4 Separate Service Areas

7 Voting Districts

4 House & 4 Senate NM Legislative Districts

General Observations

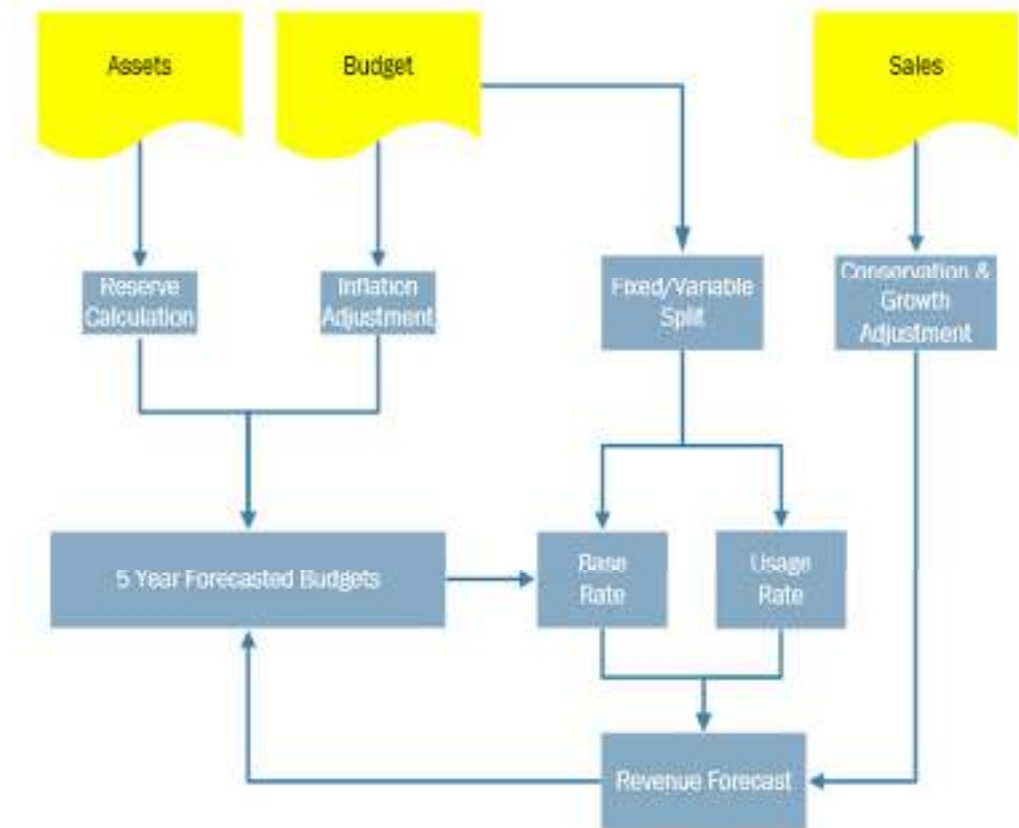
- Growing (~0.5% annually) with diverse revenue streams.
- Well managed (25 loans fully paid, received funding of \$52M including \$37M in grants)
- Inflation (21.8% increase since 2017)
[Current US Inflation Rates: 2000-2023 \(usinflationcalculator.com\)](https://www.usinflationcalculator.com)
- Additional revenue needed

Rate Study Approach

- Build on strengths of existing rate structure
- Provide additional revenue to meet water and sewer system needs (O&M, Debt, Reserves)
- Phase in rate increases over multi-year period
- Develop the financial capacity of each utility

Rate Study Methodology

- Based on AWWA guidance
- Analyzes assets, budget, and sales
- Develops 5- to 6-year revenue forecast
- Incorporates fixed/variable costs, inflation, system growth



WATER FUND



LRGPWWA Water System Snapshot

- Last rate increase in 2014 phased in over 3 years
- Tiered rate structure recognizes water conservation and affordability
- Additional revenue required to meet anticipated needs including planned capital improvements.
- Water fund subsidizing sewer operations

Major Water Projects (FY24-28 ICIP)

- South Valley Water Supply & Treatment (\$25.859M)
- LRGPWWA East Mesa Water System Improvements (\$10.698M)
- LRGPWWA Central Operations Facility (\$5.547M)
- Waterline Extension to Unserved Areas (\$11.054M)

Infrastructure Capital Improvement Plan F2024-2028

Lower Rio Grande Public Water Works Authority Project Summary														
ID	Year	Fund	Proj/ID	Description	Project	2024	2025	2026	2027	2028	Total Project Cost	Percent Funded	Percent	
1862	2024	801	LRGPWWA South Valley Water System Improvements	Water - Water Supply		110,000	15,225,000	1,102,400	0	0	0	21,599,000	25,740,000	70
1868	2024	802	LRGPWWA East Mesa Water System Improvements	Water - Water Supply		110,000	2,044,000	1,594,000	0	0	0	11,588,000	10,200,000	70
1842	2024	805	LRGPWWA Central Operations Facility	Facilities - Administration - Facilities		4,750,000	700,000	0	0	0	0	2,546,519	100,000	70
2131	2024	804	LRGPWWA Authority Baseline Study Project	Water - Management		25,842,000	11,000,000	0	0	0	0	55,645,000	11,000,000	70
1848	2025	805	LRGPWWA Construction of Reservoir Facilities & Equipment	Water - Water Supply		0	600,000	600,000	600,000	0	0	1,800,000	1,800,000	70
1902	2024	806	LRGPWWA Information Technology Stabilization	Equipment - Other		67,000	1,000,000	150,000	100,000	200,000	0	1,517,000	1,500,000	70
1942	2024	807	Authority Investment Funding Water	Water - Water Supply		95,000	60,000	1,567,000	0	0	0	1,662,000	1,600,000	70
1957	2024	808	40 Year Water Main Update	Water - Water Supply		0	75,000	0	0	0	0	75,000	75,000	96
1958	2024	809	Water Right Purchase	Water - Water Supply		0	1,800,000	0	0	0	0	1,800,000	1,800,000	70
1996	2025	811	Heavy Treatment Purchase	Equipment - Other		200,000	50,000	100,000	100,000	100,000	600,000	1,140,000	600,000	70
1847	2024	811	Water Main Pipe	Water - Water Supply		100,000	50,000	0	0	0	0	150,000	150,000	96
1998	2025	811	Light Treatment Purchase	Equipment - Other		100,000	0	100,000	100,000	100,000	500,000	1,000,000	500,000	70
1851	2025	811	Water Line Extension to Unserved Areas	Water - Water Supply		0	0	0	1,212,000	3,021,000	0	4,233,000	1,100,000	70
2012	2027	801	Grant Projects	Other - Other		0	0	0	0	100,000	0	100,000	100,000	96

Selected Area Water Rates (2021 Survey Data)

System Name	# Connections	Residential (6K Gallons)	Commercial (6K Gallons)
LRGPWWA	5138	\$34.84	\$48.71*
Elephant Butte	1062	\$46.77	\$42.21
Anthony W&SD	2815	\$37.97	\$39.84*
Silver City	6689	\$34.79	\$34.79
2021 Average Rate (N-5)	5000-10000	\$45.85 = Average rate per connection	

*Small Commercial Rate

Rate Options (FY24-FY28)

- Option 1: No Increase in Rates
- Option 2: 8.0% uniform increase to existing base and usage charges in FY24 (July), followed by uniform increases at the beginning of each fiscal year as follows: 8.0% (FY25), 6.0% (FY26), 3.0% (FY27-FY28)
- Option 3 (**Recommended**): 9.0% uniform increase to existing base and usage charges in FY24 (July), followed by uniform increases at the beginning of each fiscal year as follows: 9.0% (FY25), 6.0% (FY26), 3.0% (FY27-FY28)

Impact of Water Rates at 6K Residential Use

Rate Option	Option 1	Option 2	Option 3 (Recommended)
FY24	\$35.88	\$38.75	\$39.11
FY25	\$35.88	\$41.85	\$42.64
FY26	\$35.88	\$44.36	\$45.19
FY27	\$35.88	\$45.69	\$46.54
FY28	\$35.88	\$47.06	\$47.94

First 2K gallons included in the base rate. FY24 Base Rate Option 2 = \$23.05,
FY24 Base Rate Option 3 = \$23.27

Key Outcomes

- Option 1: Severe deterioration in system's financial capacity, inability to meet operating and debt requirements
- Option 2: Adequate capacity to meet system operating requirements (Expected FY28 Expected Operating Revenue = \$4.611M vs FY23 est. of \$3.422M)
- Option 3: Provides additional reserve capacity while fully meeting system operating requirements (Exp. FY28 Operating Revenue = \$4.736M vs. FY23 est. of \$3.422M)

Key Assumptions

- 0.5% growth in system connections
- No growth in per capita usage
- 5.5% annual increase in operating expenses in FY24 followed by 4.7% annual increases for remainder of forecast period (FY25-28)
- Allocation of system expenses to sewer enterprise fund based on proportional # of water and sewer connections
- Transfer of water system revenue to stabilize sewer fund
- Additional project debt in FY26 (East Mesa Water System Improvements), full funding of debt (10% of annual debt payments) and capital replacement reserves (\$22.5K annually beginning in FY24).
- Large grant component on new project debt (75%)

SEWER FUND



Sewer Fund Observations

- Growing with large increase in new connections expected: FY23 (716) → FY28 (1142)
- Additional Annual Debt Service:
 - Brazito Sewer Project Phase 2 (\$255.5K/FY24)
 - Brazito Sewer Project Phase 3 (\$182.7K/est. FY26)
- Unallocated system expenses paid by Water Fund (\$159K/FY23 est.)
- Additional project operating expenses: Brazito Sewer Project Phase 2/3 (\$38.5K/FY27)
- Insufficient revenue; rates considerably lower than other systems

Selected Area Sewer Rates

System Name	# Connections	Residential (6K Gallons)	Commercial (6K Gallons)
LRGPWWA (2023)	716	\$23.83	\$29.43
Dona Ana County (2021)	NA	\$51.22	\$97.22
Dona Ana MDWCA (2022)	1383	\$42.79	\$42.79
Anthony W&SD	2695	\$35.01	\$40.59
2021 Sewer Data Average (N=13)	1000-5000	Average rate per connection = \$35.96	

Sewer Rate Options (FY24-FY28)

- Option 1: No Increase in Rates
- Option 2: 30% uniform increase to existing base and usage charges in FY24-FY26 (July), followed by uniform increases at the beginning of each fiscal year as follows: 30% (FY25), 25% (FY26), 15% (FY27), and 5% (FY28)
- Option 3 (**Recommended**): 35% uniform increase to existing base and usage charges in FY24-FY26 (July), followed by uniform increases at the beginning of each fiscal year as follows: 35% (FY25), 35% (FY26), 15% (FY27), and 5% (FY28)

Impact of Sewer Rates at 6K Residential Use

Rate Option	Option 1	Option 2	Option 3 (Recommended)
FY24	\$23.83	\$30.98	\$32.17
FY25	\$23.83	\$40.27	\$43.43
FY26	\$23.83	\$50.34	\$58.63
FY27	\$23.83	\$57.89	\$67.43
FY28	\$23.83	\$60.79	\$70.80

Key Outcomes

- Option 1: Severe deterioration in system's financial capacity, inability to meet operating and debt requirements
- Option 2: Adequate capacity to meet system operating requirements, reduced reliance on water fund (Exp. FY28 Expected Operating Revenue = \$983K vs FY23 est. of \$307K)
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Key Assumptions

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- No growth in per capita usage
- 5.5% annual increase in operating expenses in FY24 followed by 4.7% annual increases for remainder of forecast period (FY25-28)
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- Large grant component on new project debt

Summary

- Additional revenue needed to maintain operation and pay for needed infrastructure (especially sewer)
- Uniform rate increases identified to build needed capacity
- Increases phased in over multi-year period

Recommendations

- Implement recommended water and sewer rate increases beginning FY24 (July 2023)
- Review rate performance at least annual
- Evaluate system fees and other revenue opportunities
- Assess operating efficiency (e.g., asset management plan)

Discussion and Next Steps



LRGPWWA
Manager's Report
April 19, 2023

- Rincon MDWCA
 - Water rights transfer approved by State Engineer,
 - NMED has approved and transferred Rincon system
 - Billing notification to customers
 - Office is partial-operational
 - Backhoe moved to system
 - Bank accounts will be closed after last checks clear
- Allowed UTEP/UNM Mental Health Resources staff to set up information booth at the Mesquite Office, 15th of month for the next few months
- 2022 Water audits complete and submitted to NMED along with water and sewer user rate information
- TDS New Horizon Subdivision Phase I (52 lots) will be requesting water service. Will be located west of Vado truck stops
- LRGWWA staff (Mike, JJ, Patty and Angie) will participate at the Children Water Festival in Las Cruces on May 3rd
- Update Member Customer Policy to include prohibitive language for the use of LRGWWA for Controlled Substances

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 4/19/2023**

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 was finally approved by NMED-CPB, still pending RD concurrence. Work is ongoing in the Mintor area, and paving is starting in the E. Organ area. Project meeting was held 4/6/23. Four RD draws have been completed, 5thrd 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: Eleven draws have been submitted for RD funds. Project meeting was held 4/11/23. Change Order #5 has been submitted for electrical work in the chlorine room and the addition of a roof ladder. 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 been paid. Wilson & Co. new contract adding nearly \$80,000 to the project cost was approved by the board last month but has not been submitted to NMED for approval because they have not provided an accurate funding analysis to accompany it. Now they want to propose a contract to replace it in the amount of \$165,966.20 + NMGRT. Contractor has metal building components on site that do not meet spec., but we have negotiated some changes to floor plan and casework to allow it to be approved. Contractor has not provided complete submittals for either building.

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, Rincon transfer of water rights has been complete.

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 Notice to Proceed has been issued, contract will start work 4/28/23. Two Requisitions have been submitted. Phase II 90% design review letter was received from NMED-CPB on 4/6/23 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. Substantial completion walk-thru was held on 4/5/23. EPEC is now saying they will not approve the overhead service line that they had approved in design, and SMA is working with them to get it 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 received 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. Met with AMP software companies on 4/13 & 4/14/23.

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. Met with AMP software companies on 4/13 & 4/14/23.

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, and the governor signed the bill. 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 – NOT FUNDED
- Central Operations Facility - \$500,000 - \$350,000 FUNDED
- Heavy Equipment Purchase - \$350,000 for Rincon Svc. Area - \$500,000 for S. Valley Svc. Area NOT FUNDED
- S. Valley Waterline Extension Project - \$500,000 - \$250,000 FUNDED
- S. Valley SCADA - \$200,000 – NOT FUNDED
- Rep. Lara also submitted a request for a line extension to one household east of the 4-way stop on Hwy 28, La Mesa. - \$277,514 FUNDED

Legislative Report is final and available on the Directors Only page.

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

Reporting to Funding Agencies: Quarterly CIF Reports were submitted for the 2nd 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, 319 certified letters have been sent and 131 liens have been filed to date. 56 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.

Lower Rio Grande PWWA

Operators Report

April 16, 2023

Backflow inspections are Current. (Mesquite District)

- For the month of March, we were issued 285 work and service orders.
- For the month of February, we were issued 305 work and service orders.
- For the month of March, we installed 5 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 2 Main line water break in South valley area due to J 29's construction project, which has also caused dirty water from the main line breaks and from them drawing water at a high velocity from the hydrant.
- The force main from Brazito to Mesquite is working fine.
- We started to rod the Brazito to Mesquite force main twice a month for maintenance.
- We replaced an old water meter at the El Centro well site.

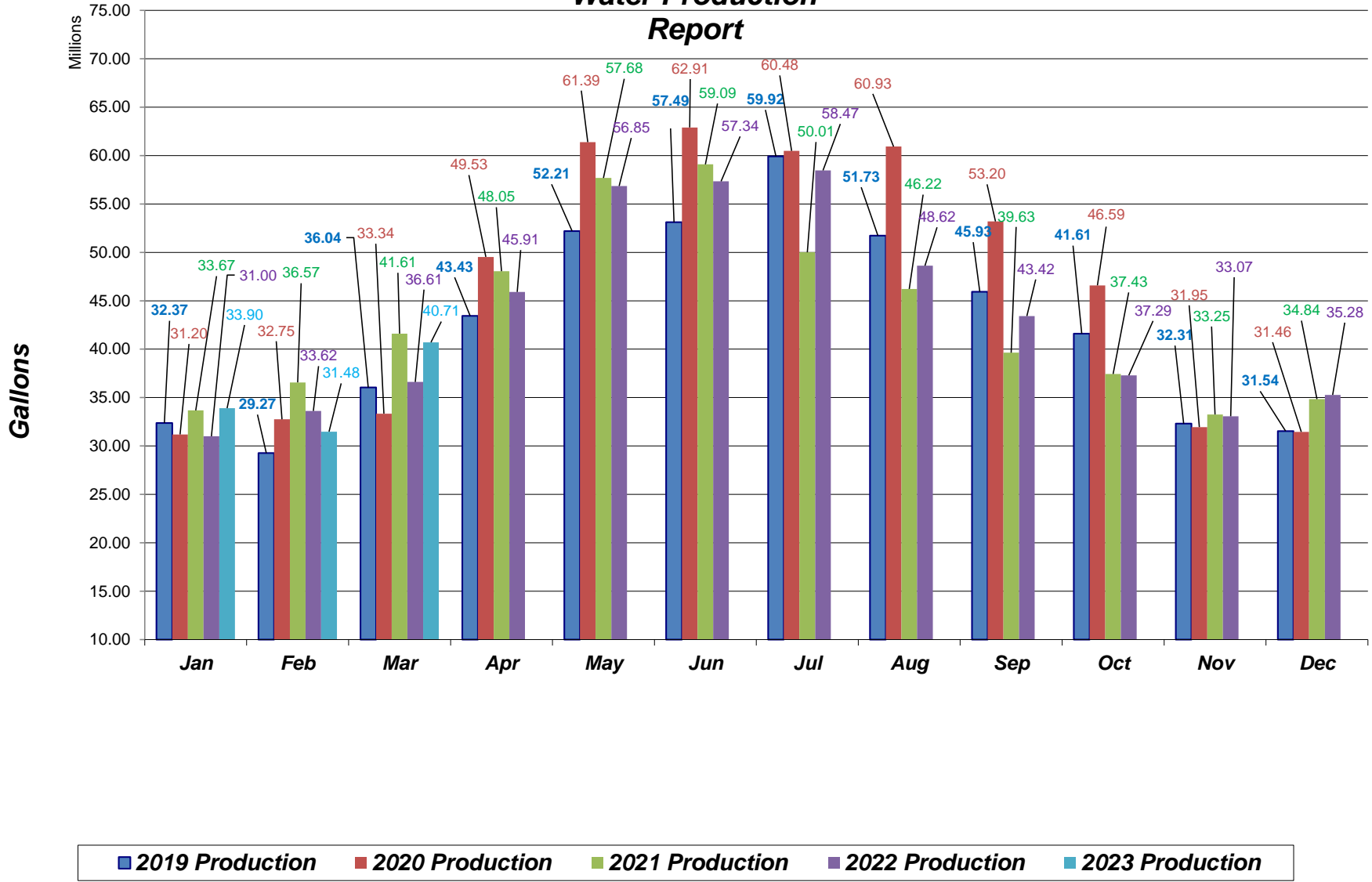
NMED: All of our Monthly Bac-T-Samples were taken for the month of March and all samples were negative.

Mesquite and Organ Sewer Reports. The Organ Pond's and Mesquite Wetland Wastewater reports were sent on February 1st. The Organ facility is due twice a year and the Mesquite Facility is due every Quarter the next one was sent in February 2023 for the Organ Ponds.

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

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

Lower Rio Grande PWWA Water Production Report





Income Statement

Lower Rio Grande Public Water Works Authority

Group Summary

For Fiscal: FYE 2023 Quarter Ending: 03/31/2023

AcctNumber	Current Total Budget	MTD Activity	QTD Activity	YTD Activity	Budget Remaining
Revenue					
40000 - Operating Revenue	3,409,550.00	240,433.09	707,904.65	2,521,177.89	888,372.11
40001 - Activation & Connection Fees-Sew	525.00	0.00	0.00	0.00	525.00
40002 - Installation Fees	153,750.00	14,739.33	29,721.59	65,174.14	88,575.86
40003 - Activation & Connection Fees-Wa	5,250.00	3,750.00	7,850.02	21,933.34	-16,683.34
40005 - Backflow Testing	7,350.00	200.00	1,325.00	6,350.00	1,000.00
40006 - Tampering Fee/Line Breaks	0.00	308.25	411.00	2,711.00	-2,711.00
40007 - Delinquency Fee	78,750.00	6,650.00	20,000.00	64,450.00	14,300.00
40008 - Penalties-Water	78,750.00	6,569.51	19,512.75	73,673.88	5,076.12
40009 - Membership Fees	5,250.00	850.00	2,000.00	5,250.00	0.00
40010 - Impact Fees	42,000.00	7,900.01	16,466.70	52,446.48	-10,446.48
40011 - Returned Check Fees	525.00	0.00	70.00	455.00	70.00
40012 - Credit Card Fees	12,600.00	1,532.00	4,284.00	12,890.00	-290.00
40013 - Miscellaneous Revenue	210.00	30.00	90.00	180.00	30.00
40015 - Penalties-Sewer	6,300.00	1,948.44	6,114.13	19,705.66	-13,405.66
40017 - Hydrant Meter Rental Fee	5,250.00	500.00	1,500.00	3,500.00	1,750.00
40018 - Permit Fees	0.00	200.00	400.00	600.00	-600.00
40019 - DAC Trash Coupons	1,050.00	80.00	168.00	516.00	534.00
40020 - Miscellaneous Revenue-Sewer	5,250.00	63.04	189.12	567.36	4,682.64
40025 - DAC Sewer Revenue	0.00	3,520.80	12,082.19	40,319.83	-40,319.83
45000 - Tower Rent	5,250.00	500.00	1,500.00	4,500.00	750.00
45001 - Billing Adjustments-Water	0.00	-2,930.22	-4,014.14	-5,127.68	5,127.68
45005 - Fiscal Agent Fees	52,500.00	7,427.73	17,140.22	47,380.97	5,119.03
45010 - Interest	0.00	43.61	140.53	416.61	-416.61
45015 - Copy/Fax	105.00	1.00	35.45	74.70	30.30
45020 - Other Income	47,250.00	153.13	-1,480.24	4,534.57	42,715.43
45022 - Annual Farm Rental	5,250.00	0.00	0.00	2,500.00	2,750.00
45025 - Contract Services	102,000.00	3,629.90	9,933.05	29,657.29	72,342.71
45030 - Transfers In	300,000.00	50,000.00	330,000.00	430,000.00	-130,000.00
49000 - Recovered Bad Debts	0.00	300.00	500.00	1,000.00	-1,000.00
Revenue Total:	4,324,715.00	348,399.62	1,183,844.02	3,406,837.04	917,877.96
Expense					
60000 -Transfers to Reserve	0.00	10,000.00	30,000.00	90,000.00	-90,000.00
60005 - Accounting Fees	525.00	0.00	0.00	0.00	525.00
60010 - Audit	14,700.00	0.00	4,305.00	13,650.00	1,050.00
60020 - Bank Service Charges	15,750.00	2,686.79	8,915.57	28,549.17	-12,799.17
60025 - Cash Short/Over	525.00	0.00	0.00	1,065.68	-540.68
60026 - Computer Hardware	10,500.00	0.00	7,344.59	13,842.27	-3,342.27
60030 - Dues and Subscriptions	3,150.00	0.00	848.00	2,140.00	1,010.00
60035 - Engineering Fees	63,000.00	0.00	4,148.99	28,936.71	34,063.29
60045 - Late Fees	8,340.00	0.00	83.40	449.58	7,890.42
60050 - Legal Fees	5,250.00	605.85	1,634.01	5,161.63	88.37

60055 - Legal Notices	2,625.00	553.57	553.57	647.92	1,977.08
60060 - Licenses & Fees	12,540.00	298.00	1,398.00	8,444.49	4,095.51
60065 - Meals	2,625.00	35.25	142.00	977.13	1,647.87
60075 - Permit Fees	8,865.00	100.00	500.00	1,514.58	7,350.42
60080 - Postage	3,150.00	354.87	606.31	1,862.46	1,287.54
60090 - Professional Fees-Other	10,500.00	0.00	0.00	0.00	10,500.00
60120 - Retirement Account Fees	6,825.00	0.00	4,856.32	14,950.26	-8,125.26
60125 - Easments & Leases	10,500.00	0.00	0.00	7,955.86	2,544.14
60130 - Training	5,250.00	100.00	430.00	5,708.94	-458.94
60140 - Travel:Airfare Per Diem	3,150.00	0.00	0.00	0.00	3,150.00
60150 - Travel:Lodging Per Diem	4,200.00	0.00	124.54	5,205.97	-1,005.97
60155 - Travel:Meals Per Diem	2,100.00	0.00	148.66	935.74	1,164.26
60160 - Travel:Mileage/Parking Per Diem	1,575.00	0.00	0.00	0.00	1,575.00
60165 - Travel:Vehicle Rental Per Diem	1,050.00	0.00	0.00	0.00	1,050.00
60600 - Debit Service	307,750.00	19,683.96	45,739.74	143,258.71	164,491.29
60625 - Interest paid to NMED	14,700.00	0.00	0.00	0.00	14,700.00
60650 - Interest paid to NMFA	38,850.00	2,364.46	5,928.81	22,782.12	16,067.88
60675 - Interest paid to USDA	150,500.00	54,834.45	83,509.37	184,499.22	-33,999.22
63000 - Regular Pay	1,176,000.00	97,934.19	276,604.83	856,454.78	319,545.22
63001 - Overtime	57,225.00	3,011.62	11,010.77	35,168.07	22,056.93
63006 - Holiday Pay	59,325.00	711.60	18,402.80	61,404.01	-2,079.01
63007 - Sick Pay	52,500.00	6,392.73	19,647.67	58,681.98	-6,181.98
63008 - Annual Leave Pay	123,900.00	5,987.24	25,724.87	85,458.07	38,441.93
63010 - 401K 10% Company Contribution	5,250.00	0.00	0.00	0.00	5,250.00
63020 - 401K Employee Contribution	2,100.00	0.00	0.00	0.00	2,100.00
63040 - Administrative Labor	5,250.00	0.00	0.00	0.00	5,250.00
63070 - Employee Benefits-401K Contrib	176,925.00	3,140.82	9,310.04	29,360.72	147,564.28
63100 - Insurance-Dental	13,125.00	1,114.96	10.56	6,446.60	6,678.40
63110 - Insurance-Health	310,000.00	26,991.35	68,696.60	228,201.40	81,798.60
63115 - Salaries: Insurance - Work Comp	15,750.00	3,705.00	6,396.00	13,136.00	2,614.00
63125 - Insurance: Life & Disability	20,000.00	1,550.44	4,440.30	13,568.17	6,431.83
63130 - Mileage	1,575.00	0.00	0.00	219.15	1,355.85
63135 - Drug Testing	1,000.00	0.00	303.00	698.00	302.00
63160 - Payroll Taxes-Medicare	21,525.00	1,653.56	5,095.18	15,908.95	5,616.05
63170 - Payroll Taxes-Social Security	84,525.00	7,070.32	21,786.28	68,024.30	16,500.70
63180 - Payroll Taxes-State Unemployment	0.00	0.00	3,896.33	9,391.66	-9,391.66
63195 - Taxes, Liability, Insurance: Cobra F	0.00	75.00	235.00	715.00	-715.00
63200 - Vision Insurance	4,200.00	310.98	1,198.51	2,897.65	1,302.35
64100 - Sewer:DAC Waste Water Flow Cha	52,500.00	4,741.92	29,849.42	49,774.64	2,725.36
64200 - Sewer:Electricity-Sewer	24,450.00	662.08	3,757.76	12,108.81	12,341.19
64300 - Sewer:Lab & Chemicals-Sewer	10,500.00	4,272.43	5,485.53	13,718.65	-3,218.65
64500 - Sewer:Supplies & Materials	29,925.00	0.00	0.00	357.02	29,567.98
64501 - Pre Paid Tank Site Lease	1,706.25	0.00	1,500.00	1,500.00	206.25
65010 - Automobile Repairs & Maint.	52,500.00	3,200.65	8,450.14	29,640.08	22,859.92
65230 - Computer Maintenance	73,500.00	5,003.80	16,306.42	76,466.63	-2,966.63
65240 - Equipment Rental	5,125.00	0.00	0.00	2,270.31	2,854.69
65250 - Fuel	90,000.00	8,397.88	20,211.90	68,885.51	21,114.49
65255 - GPS Insights Charges	7,350.00	646.07	2,535.57	6,138.67	1,211.33
65260 - Kitchen & Cleaning Supplies	1,050.00	0.00	0.00	0.00	1,050.00
65270 - Lab Chemicals-Water	5,250.00	430.59	534.75	896.21	4,353.79

65275 - SCADA Maintenance Fee	2,100.00	48.04	96.08	461.08	1,638.92
65276 - Test Equipment Calibration	2,100.00	0.00	0.00	119.00	1,981.00
65277 - Generator Maintenance Contract	3,150.00	0.00	0.00	2,616.97	533.03
65278 - Meter Testing/Repair/Replaceme	64,234.00	239.91	914.91	7,818.87	56,415.13
65280 - Lab Chemicals-Water:Chemicals	36,750.00	1,977.76	9,773.93	34,732.20	2,017.80
65300 - Locates	2,625.00	0.00	933.00	2,287.00	338.00
65310 - Maint. & Repairs-Infrastructure	98,250.00	12,103.04	38,968.43	277,106.13	-178,856.13
65320 - Maint. & Repairs-Office	13,125.00	657.35	1,572.01	14,934.49	-1,809.49
65330 - Maintenance & Repairs-Other	248,265.00	5,697.10	15,575.44	66,092.17	182,172.83
65340 - Materials & Supplies	99,749.75	4,566.21	10,406.05	35,971.15	63,778.60
65345 - Non Inventory-Consumables	52,500.00	2,550.59	10,275.30	37,941.70	14,558.30
65350 - Office Supplies	10,500.00	3,824.05	7,776.00	14,356.67	-3,856.67
65360 - Printing and Copying	60,000.00	4,693.94	13,241.61	38,380.76	21,619.24
65370 - Tool Furniture	10,500.00	1,063.25	2,039.50	13,619.43	-3,119.43
65390 - Uniforms-Employee	15,750.00	2,441.00	8,152.60	13,749.26	2,000.74
65490 - Cell Phone	21,000.00	1,684.38	5,300.74	15,541.58	5,458.42
65500 - Electricity-Lighting	6,300.00	304.46	1,231.12	5,023.35	1,276.65
65510 - Electricity-Offices	15,750.00	558.94	2,226.56	11,106.81	4,643.19
65520 - Electricity-Wells	210,000.00	8,996.93	41,244.04	175,884.40	34,115.60
65530 - Garbage Service	3,150.00	293.29	879.87	2,509.70	640.30
65540 - Natural Gas	3,150.00	264.17	1,045.34	2,029.75	1,120.25
65550 - Security/Alarm	5,250.00	263.80	263.80	1,341.32	3,908.68
65560 - Telephone	21,000.00	1,668.95	5,001.78	15,211.85	5,788.15
65561 - Telstar Maintenance Contract	7,350.00	0.00	0.00	0.00	7,350.00
65570 - Wastewater	9,390.00	194.78	584.34	1,753.02	7,636.98
66200 - Insurance-General Liability	94,500.00	0.00	22,378.00	73,663.00	20,837.00
66700 - Water Conservation Fee	15,750.00	944.44	3,019.85	11,366.05	4,383.95
Expense Total:	4,324,715.00	333,658.81	965,507.41	3,205,647.19	1,119,067.81
Total Surplus (Deficit):	0.00	14,740.81	218,336.61	201,189.85	-201,189.85

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

THIS Agreement, made this 28TH 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 22nd 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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Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This 28th 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 23rd 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
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SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent 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 Chairman

By:  Date: 03/28/23

ARCHITECT / ENGINEER
Type N ame 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 28th 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 28th 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 \$164,046.55, 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 Chairman

By:  Date: 03/28/23
ARCHITECT / ENGINEER
Type Name ame 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 28th 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 28th 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: _____
OWNER
Type Name _____
Title LRGPWWA Board Chairman

By:  Date: 03/28/23
ARCHITECT / ENGINEER
Type Name ame Michael J. Wright, RA
Title Associate Vice President

REVIEWED AND APPROVED: FUNDING AGENCY

By: _____
Type Name _____
Date _____

Special Provisions: Electronic File Transfer Clause

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

Final submittal of documents shall also be submitted in pdf format that can be transmitted electronically (i.e., files must be small enough to be transmitted by email and to be uploaded). All elements of the final submittal (i.e., AutoCAD files, water & wastewater models, GIS/GPS data, 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

DETAILED SUMMARY OF ESTIMATED REIMBURSABLES

PRINTING COSTS (Estimated)										COST	
Bidding Distribution & Check Sets											
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 = \$ -
Subtotal Printed Sets										0	\$ -
											\$ -
Presentation Graphics											
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 = \$ -
Subtotal Printed Sets										0	\$ -
											\$ -
*Number of Boards are Estimated Only. Actual amount of boards may be more or less.											
SUBTOTAL:											\$ -

TRAVEL COSTS (Estimated)								COST	
	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				
Estimated Required Travel									
<i>As-Builts</i>									
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)								COST	
	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	= \$	-
SUBTOTAL:								\$	-

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

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



FUNDING ANALYSIS
LRGPWWA Central Operations Facility
LRG-17-02
28-Mar-23

ENGINEERING SERVICES	
PREVIOUS DESIGN SERVICES	
Previous Design Services - Does not include total contract amount.	\$ 354,417.66
SUBTOTAL OF ENGINEERING SERVICES \$ 354,417.66	
REMAINING BALANCE ON PREVIOUS CONTRACT	
Remaining balance on previous contract - Final invoice amount for completed services.	\$ 50,619.70
SUBTOTAL OF ENGINEERING SERVICES \$ 50,619.70	
CONSTRUCTION ADMINISTRATION CO	
On-Site Meetings	\$ 30,177.55
Off-Site Meetings	\$ 6,432.00
RFIs	\$ 32,892.00
Submittals	\$ 34,720.00
Pay Applications	\$ 8,848.00
Punch List	\$ 6,336.00
Occupancy Phase	
11-Month Warranty Review	\$ 1,919.65
Contract Total	\$ 121,325.20
NMGR (7.75%)	\$ 9,402.70
SUBTOTAL OF ENGINEERING SERVICES CO \$ 130,727.90	
CONSTRUCTION SERVICES	
Construction Contract	\$ 3,384,383.00
NMGR (6.75%)	\$ 228,445.85
Reduced to 6.6250%	-\$ 3,469.73
SUBTOTAL OF CONSTRUCTION SERVICES \$ 3,609,359.12	
CONSTRUCTION CONTINGENCY	
Construction Contingency Incl. Tx	\$ 658,810.25
SUBTOTAL OF CONSTRUCTION CONTINGENCY \$ 658,810.25	
OTHER PROJECT COSTS	
DAC Zoning Fees	\$ 600.00
EPEC	\$ 34,305.19
Legal incl tx	\$ 7,197.41
Bid Ads	\$ 1,521.21
Contract Total	\$ 43,623.81
SUBTOTAL OF OTHER PROJECT COSTS \$ 43,623.81	
FUNDING AVAILABLE	
DWSRLF DW-4213	\$ 3,586,286.00
LRGPWWA Funds	\$ 10,652.74
SAP 21-F2723-STB	\$ 1,200,000.00
TOTAL FUNDING AVAILABLE \$ 4,796,938.74	
SUMMARY	
TOTAL PREVIOUS ENGINEERING SERVICES	\$354,417.66
REMAINING BALANCE ON PREVIOUS CONTRACT	\$50,619.70
TOTAL ENGINEERING SERVICES: NEW CONTRACT	\$130,727.90
FUNDING AVAILABLE FOR CONSTRUCTION	\$4,268,169.37
OTHER PROJECT COSTS	\$43,623.81
REMAINING FUNDS	\$(50,619.70)



Wilson & Company, Inc.,
 Engineers & Architects
 PO Box 75126
 Chicago, IL 60675-5126

Invoice No: 115250

Date: 04/14/2023

Project No: 1860008000

Lower Rio Grande Public Water Works
 PO Box 2646
 Anthony, NM 88021-2646

ATTN: Karen Nichols

Project 1860008000 LRG Central Office Bldg
Professional Services from August 13, 2022 to November 29, 2022

Description	Budget	Percent Complete	Earned to Date	Previous Billings	Current Billing
Design Basic Services	142,295.00	100.00	142,295.00	142,295.00	0.00
Amendment 1	116,207.36	100.00	116,207.36	116,207.36	0.00
Reimbursables	12,235.65	100.00	12,235.65	9,898.11	2,337.54
Bidding	5,462.00	100.00	5,462.00	5,462.00	0.00
Amendment 2	7,000.00	100.00	7,000.00	7,000.00	0.00
Amendment 3	81,166.00	97.6349	79,246.35	36,524.70	42,721.65
Total Fee	364,366.01		362,446.36	317,387.17	45,059.19
	Total Fee			45,059.19	

Taxes					
Las Cruces TIDD - Dona Ana County NMGR	8.1875 % of 45,059.19		3,689.22		
Total Taxes			3,689.22	3,689.22	
		Total this Invoice		\$48,748.41	

RE: LRGPWWA Central Operations Facility - Contract Discussion

Maldonado, Rick <Ricardo.Maldonado@wilsonco.com>

Wed 3/29/2023 9:16 AM

To: Karen Nichols <karen.nichols@lrgauthority.org>; Green, Rick <Charles.Green@wilsonco.com>

Cc: Martin Lopez <martin.lopez@lrgauthority.org>; Kathi Jackson <kathi.jackson@lrgauthority.org>; John Schroder <john.schroder@lrgauthority.org>

 2 attachments (2 MB)

2023-03-14 - LRG - Contract - FINAL_R1.pdf; 03282023 - Funding Analysis - WCI_R3.pdf;

Good morning Ms. Nichols,

Per our discussion, please see both the updated and revised Funding Analysis and amended contract for your use and review. Our team has included a summary below. Feel free to reach out with any questions or concerns. Thank you for your time. Talk with you soon.

Funding Analysis:

1. Updated to show total amount from two previous contracts (\$354,417.66), the remaining amount from the previous contract (\$50,619.70 w MNGRT @ 7.75%), and the new contract amount (\$130,727.90 w NMGR @ 7.75%).
2. With the addition of the remaining contract amount the summary will show a negative bottom line of \$50,619.70.

LRG Contract:

1. Updated to include the remaining amount of (\$46,978.84 w/o NMGR) from the previous contract for a total of \$165,966.20 + NMGR.

Respectfully,

Ricardo Maldonado

Project Architect / Project Manager | Wilson & Company, Inc., Engineers & Architects | 505 348 4030 (direct) | ~~505-259-3613 (cell)~~
505 569 9800 (new cell)

From: Karen Nichols <karen.nichols@lrgauthority.org>

Sent: Wednesday, March 22, 2023 11:05 AM

To: Maldonado, Rick <Ricardo.Maldonado@wilsonco.com>; Green, Rick <Charles.Green@wilsonco.com>

Cc: Martin Lopez <martin.lopez@lrgauthority.org>; Kathi Jackson <kathi.jackson@lrgauthority.org>; John Schroder <john.schroder@lrgauthority.org>

Subject: Re: LRGPWWA Central Operations Facility - Contract Discussion

Your "analysis" doesn't show the total project cost, but when I add up your numbers, they exceed available funds. Where you came up with \$528,769.37 Remaining Funds, I have no clue.

I edited the attached spreadsheet to show your previous two contracts and invoices paid. Please note the section I added in red.

Regarding NM GRT, you have been charging us at the Las Cruces rate previously, but your work is being done from your Albuquerque office, and moving forward, you need to charge that rate. Also, please make sure you are using the current rate. The rates changed on 1/1/2023.

I need to submit your funding analysis with the new contract to NMED-CPB and NMFA. Please either

correct it or explain why yours is so far off from mine.

Thank you,

Karen Nichols, Projects Manager
Lower Rio Grande Public Water Works Authority
P.O. Box 2646, Anthony NM 88021
575-233-5742 mobile: 915-203-2057
<https://lrgauthority.org/>

From: Maldonado, Rick <Ricardo.Maldonado@wilsonco.com>
Sent: Tuesday, March 21, 2023 8:13 PM
To: Karen Nichols <karen.nichols@lrgauthority.org>
Cc: Green, Rick <Charles.Green@wilsonco.com>
Subject: RE: LRGPWWA Central Operations Facility - Contract Discussion

Hi Ms. Nichols,

Please see the attached and updated DRAFT funding analysis per the below correspondents. We have updated the items listed below along with a few additional modifications. The "previous design services" to date is now shown as \$352,772.94 which does not include effort from 08/12/22 to 08/19/22. Our accounting team is preparing a revised final invoice (old contract) which will depict this effort. Once this has been submitted, the amount can be updated on the funding analysis worksheet. Please let us know if you have any additional comments on the updated document or additional questions. Thank you.

Updated Items:

1. Update the contract amount to depict completed/expended amount. Does not include effort from 08/12/22 to 08/19/22.
2. Update GRT with new rates. (Previous design services, change order, and construction services)
3. Construction contingency has been pulled out on a separate line item.

Respectfully,

Ricardo Maldonado

Project Architect / Project Manager | Wilson & Company, Inc., Engineers & Architects | 505 348 4030 (direct) | ~~505-259-3613 (cell)~~
505 569 9800 (new cell)

From: Maldonado, Rick
Sent: Tuesday, March 21, 2023 8:41 AM
To: Karen Nichols <karen.nichols@lrgauthority.org>
Cc: Green, Rick <Charles.Green@wilsonco.com>
Subject: RE: LRGPWWA Central Operations Facility - Contract Discussion

Good morning Ms. Nichols,

Thank you for the follow-up. We will adjust the information included on the funding analysis and should have a revision this afternoon. We have included an overview of the changes to be made below. Talk with you soon. Thank you.

1. Update GRT with new rates.
2. Update GRT to depict budget amount (excluding contingency).
3. Update the contract amount to depict completed/expended amount.

Respectfully,

Ricardo Maldonado

Project Architect / Project Manager | Wilson & Company, Inc., Engineers & Architects | 505 348 4030 (direct) | 505-259-3613 (cell)
505 569 9800 (new cell)

From: Karen Nichols <karen.nichols@lrgauthority.org>
Sent: Monday, March 20, 2023 11:46 AM
To: Maldonado, Rick <Ricardo.Maldonado@wilsonco.com>
Subject: Re: LRGPWWA Central Operations Facility - Contract Discussion

You are still showing old GRT rates. I prefer to budget GRT for the contract amount, not including contingency. Also, you're showing your previous contract amount in full, not the amount completed/expended. Please take a look at the attached and revise the funding analysis accordingly.

*Karen Nichols, Projects Manager
Lower Rio Grande Public Water Works Authority
P.O. Box 2646, Anthony NM 88021
575-233-5742 mobile: 915-203-2057
<https://lrgauthority.org/>*

From: Maldonado, Rick <Ricardo.Maldonado@wilsonco.com>
Sent: Sunday, March 19, 2023 3:04 PM
To: Karen Nichols <karen.nichols@lrgauthority.org>; Green, Rick <Charles.Green@wilsonco.com>
Subject: RE: LRGPWWA Central Operations Facility - Contract Discussion

Good afternoon Ms. Nichols,
Please see the attached document for your use and review based on the funding information sent over and the proposal amount. We noticed a discrepancy on one of the line items and we would like to discuss. I will be on the road tomorrow to a project site meeting but will be available for a phone call at your convenience except between 1:00PM-3:00PM. Listed below is an overview of the items included in the analysis. Thank you. Talk with you soon.

Funding Analysis:

1. Previous Design Services
2. Change Order (Additional CA Services)
3. Construction Services
4. Other Project Cost
5. Funding Available
6. Total Design and Construction Services
7. Remaining Funds

Tax Discrepancy: Should read \$269,200.26

Project Expenses	Budget \$	Expended	%	Remaining
Architect - Design Basic Services	\$ 258,504.36	\$ 258,502.36	100.0%	\$ 2.00
Architect - Bid Phase Services	\$ 12,460.00	\$ 12,462.00	100.0%	\$ (2.00)
Architect - Construction Phase Services	\$ 81,166.00	\$ 36,524.70	45.0%	\$ 44,641.30
Architect - Post-construction Services	\$ -	\$ -	#DIV/0!	\$ -
Architect - Reimbursible Expenses	\$ 12,235.65	\$ 9,898.11	80.9%	\$ 2,337.54
NM GRT on Architectural Services @8.3125%	\$ 30,287.93	\$ 26,377.75	87.1%	\$ 3,910.18
Project development/application incl. tx	\$ 10,652.74	\$ 10,652.74	100.0%	\$ -
Construction - Contract	\$ 3,384,383.00	\$ 792,815.77	23.4%	\$2,591,567.23
Construction Contingency	\$ 735,179.40	\$ -	0.0%	\$ 735,179.40
NM GRT on Construction @6.75%	\$ 228,445.85	\$ 53,043.49	23.2%	\$ 175,402.36
DAC Zoning fees	\$ 600.00	\$ 600.00	100.0%	\$ -
EPEC	\$ 34,305.19	\$ 34,305.19	100.0%	\$ -
Project Contingencies (utilities, furn. & equip, etc)	\$ -	\$ -	#DIV/0!	\$ -
Legal incl tx	\$ 7,197.41	\$ 7,197.41	100.0%	\$ -
Bid Ads	\$ 1,521.21	\$ 1,521.21	100.0%	\$ -
TOTALS	\$ 4,796,938.74	\$ 1,243,900.73	25.9%	\$3,553,038.01

Respectfully,

Ricardo Maldonado

Project Architect / Project Manager | Wilson & Company, Inc., Engineers & Architects | 505 348 4030 (direct) | 505-259-3613 (cell)
505 569 9800 (new cell)

From: Karen Nichols <karen.nichols@lrgauthority.org>

Sent: Thursday, March 16, 2023 1:28 PM

To: Maldonado, Rick <Ricardo.Maldonado@wilsonco.com>; Green, Rick <Charles.Green@wilsonco.com>

Subject: Re: LRGPWWA Central Operations Facility - Contract Discussion

Project budget prior to your contract amendment is attached.

Karen Nichols, Projects Manager
Lower Rio Grande Public Water Works Authority
P.O. Box 2646, Anthony NM 88021
575-233-5742 mobile: 915-203-2057
<https://lrgauthority.org/>

From: Maldonado, Rick <Ricardo.Maldonado@wilsonco.com>

Sent: Thursday, March 16, 2023 10:06 AM

To: Karen Nichols <karen.nichols@lrgauthority.org>; Green, Rick <Charles.Green@wilsonco.com>

Subject: LRGPWWA Central Operations Facility - Contract Discussion

When: Thursday, March 16, 2023 1:00 PM-1:15 PM.

Where: Microsoft Teams Meeting

Microsoft Teams meeting

Join on your computer, mobile app or room device[Click here to join the meeting](#)

Meeting ID: 228 881 790 917

Passcode: 3gMoK3

[Download Teams](#) | [Join on the web](#)**Or call in (audio only)**[+1 575-405-5728,,210930996#](#) United States, Las Cruces

Phone Conference ID: 210 930 996#

[Find a local number](#) | [Reset PIN](#)[Learn More](#) | [Meeting options](#)

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www.lrgauthority.org

LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2023-17

Approving Third Quarter Budget for Fiscal Year 2023

Whereas, in order to comply with Sections 6-6-1 and 6-6-2 NMSA 1978 and to apply for CDBG funding, the Board of Directors wishes to adopt and pass a resolution to approve the FY2023 Third Quarter Budget on April 19, 2023

.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution to approve the FY2023 Third Quarter Budget officially approved on April 19, 2023.

PASSED, APPROVED, AND ADOPTED: April 19, 2023.

Esperanza Holguin, Chairman

Seal:

Glory Juarez, Secretary

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

Year-to-Date Actuals - Fiscal Year 2022-2023 - FY2023 Q3 Lower Rio Grande Public WWA - Entity Detail Report Sorted by Fund and Department

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11000 General Operating Fund

10000 Assets

0001 No Department

10100 Cash Assets	Original	Adjustments	Adjusted	YTD	Balance	% Realized
10101 Unrestricted Cash	1,487,931.00	0.00	1,487,931.00	1,487,931.00	0.00	100.00
10102 Restricted Cash	660,559.00	0.00	660,559.00	660,559.00	0.00	100.00
10100 Totals	2,148,490.00	0.00	2,148,490.00	2,148,490.00	0.00	100.00
0001 Totals	2,148,490.00	0.00	2,148,490.00	2,148,490.00	0.00	100.00
10000 Assets Totals	2,148,490.00	0.00	2,148,490.00	2,148,490.00	0.00	100.00

60000 Other Financing Sources

0001 No Department

61000 Transfers	Original	Adjustments	Adjusted	YTD	Balance	% Realized
61200 Transfers Out	(300,000.00)	0.00	(300,000.00)	(300,000.00)	0.00	100.00
61000 Totals	(300,000.00)	0.00	(300,000.00)	(300,000.00)	0.00	100.00
0001 Totals	(300,000.00)	0.00	(300,000.00)	(300,000.00)	0.00	100.00
60000 Other Financing Sources Totals	(300,000.00)	0.00	(300,000.00)	(300,000.00)	0.00	100.00

50100 Water Enterprise

40000 Revenues

0001 No Department

44000 Charges for Services	Original	Adjustments	Adjusted	YTD	Balance	% Realized
44010 Administrative Fees	13,440.00	0.00	13,440.00	13,599.70	(159.70)	101.19
44190 Rental Fees	10,500.00	0.00	10,500.00	8,000.00	2,500.00	76.19
44220 Water Use Fees	3,213,200.00	0.00	3,213,200.00	2,357,164.31	856,035.69	73.36
44230 Utility Service Fees	5,250.00	0.00	5,250.00	21,933.34	(16,683.34)	417.78
44240 Utility Connection Fees	52,500.00	0.00	52,500.00	51,648.80	851.20	98.38
44250 Utility Re-Connection Fees	159,075.00	0.00	159,075.00	139,458.04	19,616.96	87.67
44270 Impact Fees	42,000.00	0.00	42,000.00	52,446.48	(10,446.48)	124.87
44990 Other Charges for Services	7,350.00	0.00	7,350.00	9,061.00	(1,711.00)	123.28
44000 Totals	3,503,315.00	0.00	3,503,315.00	2,653,311.67	850,003.33	75.74
46000 Miscellaneous Revenues	Original	Adjustments	Adjusted	YTD	Balance	% Realized
46050 Joint Power Agreements Income	102,000.00	0.00	102,000.00	29,657.29	72,342.71	29.08
46900 Miscellaneous - Other	111,300.00	0.00	111,300.00	62,198.15	49,101.85	55.88
46000 Totals	213,300.00	0.00	213,300.00	91,855.44	121,444.56	43.06
0001 Totals	3,716,615.00	0.00	3,716,615.00	2,745,167.11	971,447.89	73.86
40000 Revenues Totals	3,716,615.00	0.00	3,716,615.00	2,745,167.11	971,447.89	73.86

50000 Expenditures

6003 Water Utility/Authority

51000 Salary & Wages (FTE required)

51020 Salaries - Full-Time Positions	Original	Adjustments	Adjusted	YTD	Balance	% Realized
51020 Salaries - Full-Time Positions	1,128,750.00	0.00	1,128,750.00	856,454.78	272,295.22	75.88
51060 Salaries - Overtime	52,500.00	0.00	52,500.00	35,168.07	17,331.93	66.99
51900 Salaries - Other Wages	235,725.00	0.00	235,725.00	205,544.06	30,180.94	87.20
51000 Totals	1,416,975.00	0.00	1,416,975.00	1,097,166.91	319,808.09	77.43

52000 Employee Benefits

52010 FICA - Regular	Original	Adjustments	Adjusted	YTD	Balance	% Realized
52010 FICA - Regular	84,000.00	0.00	84,000.00	68,024.30	15,975.70	80.98
52011 FICA - Medicare	18,900.00	0.00	18,900.00	25,300.61	(6,400.61)	133.87

52020 Retirement	183,750.00	0.00	183,750.00	44,310.98	139,439.02	24.11
52030 Health and Medical Premiums	310,000.00	0.00	310,000.00	228,201.40	81,798.60	73.61
52040 Life Insurance Premiums	20,000.00	0.00	20,000.00	13,568.17	6,431.83	67.84
52050 Dental Insurance Premiums	13,125.00	0.00	13,125.00	6,446.60	6,678.40	49.12
52060 Vision Insurance Medical Premiums	4,200.00	0.00	4,200.00	2,897.65	1,302.35	68.99
52080 Other Insurance Premiums	1,000.00	0.00	1,000.00	1,413.00	(413.00)	141.30
52100 Workers' Compensation Premium	15,750.00	0.00	15,750.00	13,136.00	2,614.00	83.40
52000 Totals	650,725.00	0.00	650,725.00	403,298.71	247,426.29	61.98
53000 Travel Costs	Original	Adjustments	Adjusted	YTD	Balance	% Realized
53030 Travel - Employees	12,075.00	0.00	12,075.00	6,141.71	5,933.29	50.86
53050 Transportation Costs	1,575.00	0.00	1,575.00	219.15	1,355.85	13.91
53000 Totals	13,650.00	0.00	13,650.00	6,360.86	7,289.14	46.60
54000 Purchased Property Services	Original	Adjustments	Adjusted	YTD	Balance	% Realized
54030 Maintenance & Repairs - Grounds/Roadways	228,900.00	0.00	228,900.00	142,445.12	86,454.88	62.23
54040 Maintenance & Repairs - Vehicles	52,500.00	0.00	52,500.00	29,640.08	22,859.92	56.46
54999 Other Maintenance	105,000.00	0.00	105,000.00	226,271.15	(121,271.15)	215.50
54000 Totals	386,400.00	0.00	386,400.00	398,356.35	(11,956.35)	103.09
55000 Contractual Services	Original	Adjustments	Adjusted	YTD	Balance	% Realized
55010 Contract - Audit	14,700.00	0.00	14,700.00	13,650.00	1,050.00	92.86
55030 Contract - Professional Services	161,831.00	0.00	161,831.00	112,064.97	49,766.03	69.25
55999 Contract - Other Services	13,000.00	0.00	13,000.00	5,348.36	7,651.64	41.14
55000 Totals	189,531.00	0.00	189,531.00	131,063.33	58,467.67	69.15
56000 Supplies	Original	Adjustments	Adjusted	YTD	Balance	% Realized
56020 Supplies - General Office	11,550.00	0.00	11,550.00	14,356.67	(2,806.67)	124.30
56030 Supplies - Field Supplies	100,984.00	0.00	100,984.00	42,551.07	58,432.93	42.14
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	21,000.00	0.00	21,000.00	27,461.70	(6,461.70)	130.77
56110 Supplies - Uniforms/Linen	15,750.00	0.00	15,750.00	13,749.26	2,000.74	87.30
56120 Supplies - Vehicle Fuel	90,000.00	0.00	90,000.00	68,885.51	21,114.49	76.54
56999 Supplies - Other	152,250.00	0.00	152,250.00	73,912.85	78,337.15	48.55
56000 Totals	391,534.00	0.00	391,534.00	240,917.06	150,616.94	61.53
57000 Operating Costs	Original	Adjustments	Adjusted	YTD	Balance	% Realized
57050 Employee Training	5,250.00	0.00	5,250.00	5,708.94	(458.94)	108.74
57070 Insurance - General Liability/Property	94,500.00	0.00	94,500.00	73,663.00	20,837.00	77.95
57080 Postage	3,150.00	0.00	3,150.00	1,862.46	1,287.54	59.13
57090 Printing/Publishing/Advertising	60,000.00	0.00	60,000.00	38,380.76	21,619.24	63.97
57150 Subscriptions & Dues	3,150.00	0.00	3,150.00	2,140.00	1,010.00	67.94
57160 Telecommunications	42,000.00	0.00	42,000.00	30,753.43	11,246.57	73.22
57170 Utilities - Electricity	232,050.00	0.00	232,050.00	192,014.56	40,035.44	82.75
57171 Utilities - Natural Gas	3,150.00	0.00	3,150.00	2,029.75	1,120.25	64.44
57999 Other Operating Costs	90,000.00	0.00	90,000.00	54,094.50	35,905.50	60.11
57000 Totals	533,250.00	0.00	533,250.00	400,647.40	132,602.60	75.13
59000 Debt Service	Original	Adjustments	Adjusted	YTD	Balance	% Realized
59010 Debt Service - Principal Payments	276,000.00	0.00	276,000.00	110,210.70	165,789.30	39.93
59020 Debt Service - Interest Payments	158,550.00	0.00	158,550.00	247,246.63	(88,696.63)	155.94
59000 Totals	434,550.00	0.00	434,550.00	357,457.33	77,092.67	82.26
6003 Totals	4,016,615.00	0.00	4,016,615.00	3,035,267.95	981,347.05	75.57
50000 Expenditures Totals	4,016,615.00	0.00	4,016,615.00	3,035,267.95	981,347.05	75.57
60000 Other Financing Sources						
0001 No Department						
61000 Transfers	Original	Adjustments	Adjusted	YTD	Balance	% Realized
61100 Transfers In	300,000.00	0.00	300,000.00	300,000.00	0.00	100.00
61000 Totals	300,000.00	0.00	300,000.00	300,000.00	0.00	100.00
0001 Totals	300,000.00	0.00	300,000.00	300,000.00	0.00	100.00

