



VILLAGE OF MAGDALENA
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AGENDA

NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES

MONDAY, OCTOBER 28, 2019

VILLAGE HALL 108 N. MAIN STREET 6:00 PM

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
 - a. REGULAR MEETING – OCTOBER 14, 2019
6. APPROVAL OF CASH BALANCE REPORT
7. APPROVAL OF BILLS
8. MAYOR'S REPORT
9. CLERK'S REPORT
10. SUSAN MARTINEZ & GENEVIEVE ROBRAN – DISCUSSION & POSSIBLE DECISION CONCERNING RENEWAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENT BETWEEN PRESBYTERIAN MEDICAL SERVICES (PMS) AND THE VILLAGE OF MAGDALENA
11. DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL TO ENTER INTO AGREEMENTS WITH BOHANNAN HUSTON FOR ENGINEERING SERVICES FOR WATER SYSTEM IMPROVEMENTS PROJECT
12. PUBLIC HEARING - ORDINANCE NO. 2019-06, AN ORDINANCE PROVIDING FOR THE PERMITTING OF PAWNBROKERS; IMPOSING FEES; AND ESTABLISHING PROCEDURES FOR SUSPENSION OR REVOCATION
13. FINAL CONSIDERATION - DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL OF ORDINANCE NO. 2019-06, AN ORDINANCE PROVIDING FOR THE PERMITTING OF PAWNBROKERS; IMPOSING FEES; AND ESTABLISHING PROCEDURES FOR SUSPENSION OR REVOCATION
14. DISCUSSION & POSSIBLE DECISION CONCERNING RESCHEDULING THE NEXT REGULAR COUNCIL MEETING DUE TO VETERAN'S DAY HOLIDAY
15. EXECUTIVE SESSION – 10-15-1 (H)(2), LIMITED PERSONNEL MATTER
 - a. DEPUTY MARSHAL
16. DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL OF PAY RATE INCREASE FOR DEPUTY MARSHAL
17. PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT
18. ADJOURNMENT

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT THE VILLAGE OFFICE, 108 N. MAIN STREET, MAGDALENA, NM 8725. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AID OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE VILLAGE CLERK AT 575-854-2261 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
HELD MONDAY, OCTOBER 14, 2019 AT 6:00 PM**

Mayor Richard Rumpf called the meeting to order at 6:00 p.m.

PRESENT: Mayor Richard Rumpf, James Nelson, Lynda Middleton, Donna Dawson, Clark Brown, Carleen Gomez - Deputy Clerk, Attorney Kathy Stout

ABSENT: Veronica Chavez - Clerk/Treasurer

GUESTS: Mariah Martinez, James Chaves, Carlos Valenzuela, Elizabeth Briggs, John Larson, Michael Zamora, Cricket Courtney, Mike Danielson

Mayor Richard Rumpf requested that Marshal Michael Zamora lead the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Mrs. Middleton motioned to approve the agenda as presented, seconded by Mr. Brown. The motion carried unanimously.

APPROVAL OF MINUTES: Ms. Dawson motioned to approve the minutes of the Regular Meeting held on September 23, 2019, as presented, seconded by Mr. Nelson. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Mr. Nelson questioned why there was a negative balance in the cash in bank for the Debt Service Proprietary fund. Mrs. Middleton explained that we may be lacking in reimbursements or simply just reconciliation of funds. Mayor Rumpf stated that Mr. Michael Steininger with the Department of Finance and Administration would be in the office and he would ask to see what it could be.

Mr. Nelson motioned to approve the cash balance report, as presented, seconded by Mrs. Middleton. The motion carried unanimously.

APPROVAL OF BILLS: Deputy Clerk Gomez stated that she would like to add an invoice from the following vendor: Rio Grande Defense, LLC in the amount of \$1,054.96. Marshal Zamora explained that it would be for the purchase of three .22 rifles and suppressors to be used for varment control.

Ms. Dawson motioned to approve the bill list with the addition, seconded by Mrs. Middleton. The motion carried unanimously.

A-1 Communications	\$433.86	Book Systems Inc	\$995.00
Bugs or Us Pest Control	175.00	City of Socorro	2,134.67

Consultant Pharmacist of NM	\$431.50	Eagle Wholesale Company	\$12.25
EMS Billing Services	48.73	Gall's	999.98
IIMC	135.00	Konica Minolta	229.66
Lowes Companies, Inc	2,300.40	Magdalena Municipal Schools	274.36
Med-Tech Resources	250.82	Nance, Pato & Stout LLC	638.25
Napa Auto Parts	153.74	Ned's Pipe And Steel	65.00
NM Library Association	155.00	NM Rural Water Association	225.00
NTS Communications	34.21	O'Reilly Auto Parts	13.74
Pavement Sealants & Supply	2,109.58	ProVelocity LLC	1,280.00
Purchase Power	40.50	Rak's Building Supply	259.01
Rio Grande Defense, LLC	1,054.96	Ross Electric	779.38
Tyler Technologies	1,579.09	US 60 Cycles	96.58
Verizon Wireless	1,152.10	Winston's Auto Service	67.05
WNM Communications	1,103.73		

MAYOR'S REPORT

Mayor Rumpf reported that he would be attending the 24th Annual New Mexico Infrastructure Finance Conference in Las Cruces October 22nd – 25th. Mayor Rumpf stated that he met with Representative Gall Armstrong and they discussed the items on the Village's ICIP. He stated that Representative Armstrong does not think that there will be any Junior Bills this go around. He stated that they discussed the need for a new garbage truck and possibly an ambulance. Mayor Rumpf stated that the Village should get money to upgrade the kitchen at the rodeo grounds. Mayor Rumpf stated that he should have a list of items for the next meeting.

CLERK'S REPORT

Deputy Clerk Gomez stated that she had nothing to report at the time. She asked if the Mayor or Board had any questions.

DEPARTMENT REPORTS

EMS

EMS Coordinator Jim Nelson reported that there were five EMS calls in the month of September 2019.

FIRE

Mr. Nelson reported that there were two Fire calls in the month of September 2019.

MARSHAL

A report was submitted by Marshal Zamora and reviewed by the board. Mayor Rumpf reported that he also spoke with Representative Armstrong about communications with State Police Dispatch.

JUDGE

No report was submitted by Municipal Judge Kayla Scartaccini.

PUBLIC WORKS

A report was submitted by Utility Manager Jacob Finch and reviewed by the Board. Mayor Rumpf reported that Main and Chestnut Streets would be fog sealed in the upcoming week. Mrs. Middleton suggested that information concerning road work be put up on the MagEBoard for the public. Mayor Rumpf also stated that the Utility crew would be working on cleaning the North Main Street median before the Route 60 Car Show benefitting the Kid's Science Café.

LIBRARY

A report was submitted by Librarian Ivy Stover and reviewed by the Board. Mayor Rumpf stated that there would be a big shin-dig to celebrate the new broadband installation at the Library. Mayor Rumpf stated that since he will not be here Trustee Nelson would represent the Board at this celebration.

Trustee Brown took this time to ask if anyone has placed signs up at the old airport property concerning no shooting. Mayor Rumpf stated that he would address that. Deputy Carlos Valenzuela stated that signs also needed to be placed around the rodeo arena because there is also wildlife around there. Ms. Dawson stated that signs should also be placed around the Fire Department because there are always deer there as well.

DISCUSSION & POSSIBLE DECISION CONCERNING REQUEST FOR LODGER'S TAX FUNDING FOR TWO (2) PORTA POTTIES FOR THE MAGDALENA ROUTE 60 CAR SHOW

Mrs. Middleton stated that the whole idea behind Lodger's Tax funding is "putting heads in beds", and the question is if it will be an event that will be having people staying in the Village and spending money here. She added that Lodger's Tax funds come from people staying in Magdalena. Mr. James Chaves stated that there are not very many funds for events in this area. He stated that he has advertised the event in and out of the State. He also had it announced at Isleta Casino. Mr. Chaves stated that he and Gail Armstrong have put together a poker run to see what the Village offers. He stated that seven sites from the community were selected where they will physically take people and they can see what that business offers. He stated that the highest hand will win \$200.00. Mrs. Middleton suggested using the New Mexico True website to advertise events in the future. Mayor Rumpf stated that Gail Armstrong reported to him that the Hall Hotel is booked for the whole month.

Mrs. Middleton motioned to approve \$170.00 in Lodger's Tax funds for porta potties for the Magdalena Route 60 Car Show, seconded by Mr. Nelson. The motion carried unanimously.

EXECUTIVE SESSION – 10-15-1(H)(2), LIMITED PERSONNEL MATTER

Mr. Nelson motioned to go into Executive Session at 6:24 p.m., seconded by Mrs. Middleton.

Deputy Clerk Gomez requested a roll call vote:

Mr. Brown – AYE, Mr. Nelson – AYE, Mrs. Middleton – AYE, Ms. Dawson – AYE

The motion carried unanimously.

a. **CLERK/TREASURER**

b. **RATIFICATION OF MAYOR'S DISMISSAL OF PREVIOUS CLERK/TREASURER**

Mr. Brown motioned to go back into regular session at 6:42 p.m., seconded by Ms. Dawson.

Deputy Clerk Gomez requested a roll call vote:

Mrs. Middleton – AYE, Mr. Nelson – AYE, Ms. Dawson – AYE, Mr. Brown – AYE

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION CONCERNING HIRING OF CLERK/TREASURER

Mayor Rumpf brought the name of Veronica Chavez forth to hire as the Village's new Clerk/Treasurer.

Mrs. Middleton motioned to hire Veronica Chavez as the new Village Clerk/Treasurer, seconded by Mr. Nelson.

Mayor Rumpf suggested that Deputy Clerk Gomez request a roll call vote:

Mr. Brown – AYE, Ms. Dawson – AYE, Mrs. Middleton – AYE, Mr. Nelson – AYE

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION CONCERNING RATIFICATION OF MAYOR'S DISMISSAL OF PREVIOUS CLERK/TREASURER

Ms. Dawson motioned to approve dismissal of the previous Clerk/Treasurer, seconded by Mr. Brown.

Mayor Rumpf suggested that Deputy Clerk Gomez request a roll call vote:

Mrs. Middleton – AYE, Mr. Nelson – AYE, Ms. Dawson – AYE, Mr. Brown – AYE

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL TO POST AND ADVERTISE ASSISTANT CLERK POSITION

Mr. Nelson motioned to post and advertise the Assistant Clerk position, seconded by Mrs. Middleton. The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL TO POST AND ADVERTISE JOINT UTILITY WORKER I POSITION

Ms. Dawson motioned to post and advertise the Joint Utility Worker I position, seconded by Mrs. Middleton. The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2019-16, A RESOLUTION AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

Mayor Rumpf stated that this is for the Well Project. He stated that \$750,000.00 would be a grant and \$250,000.00 would be a loan with .01% interest. Mayor Rumpf stated that this would also be for improvements to the water line east of town. Mayor Rumpf stated that he is working on getting money through Representative Gail Armstrong.

Mrs. Middleton motioned to approve Resolution No. 2019-16, seconded by Ms. Dawson.

Mayor Rumpf suggested that Deputy Clerk Gomez request a roll call vote:

Ms. Dawson – AYE, Mrs. Middleton – AYE, Mr. Nelson – AYE, Mr. Brown – AYE

The motion carried unanimously.

Mayor Rumpf reported that the Village is proactive and has conducted a telephone/web conference with Sara Rhoton with NMED, Bohannon Huston and a Hydrologist. He stated that he, Clerk/Treasurer Chavez, Trustee Nelson, Joint Utility Manager Jacob Finch and Deputy Clerk Gomez were all a part of the conference. He stated that a lot of good and helpful information was shared. He stated that Joint Utility Manager Jacob Finch is compiling information to pass along to the firms. Mayor Rumpf stated that a hydrology report should be available in the next couple months.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2019-17, CONCERNING THE VILLAGE OF MAGDALENA'S BANKING RELATIONSHIP WITH FIRST STATE BANK AND ESTABLISHING AUTHORIZED SIGNATORIES

Ms. Dawson motioned to approve Resolution No. 2019-17, seconded by Mr. Brown.

Mayor Rumpf suggested that Deputy Clerk Gomez request a roll call vote:

Mrs. Middleton – AYE, Mr. Brown – AYE, Ms. Dawson – AYE, Mr. Nelson – AYE

The motion carried unanimously.

PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT

Marshal Michael Zamora asked what was going on with the Emergency DV fund for people who are stranded. Mayor Rumpf stated that maybe there is a way to get some kind of vouchers for food and gas. He stated that he would work on this. Deputy Clerk Gomez asked if the hotels could bill the Village when they are used for this type of instance. Mayor Rumpf stated that they should be able to.

Ms. Dawson motioned to adjourn the meeting at 6:54 p.m., seconded by Mr. Nelson. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez, CMC
Deputy Clerk

Richard Rumpf
Mayor

PROFESSIONAL SERVICES AGREEMENT

I. PARTIES IDENTIFIED

Presbyterian Medical Services (PMS) and Village of Magdalena (VILLAGE) enter into this Agreement on this ____ day of ____, 2019, for the purpose of providing health center management services for VILLAGE.

II. SCOPE OF WORK AND DUTIES OF PMS

A. On behalf of VILLAGE, PMS shall devote its best efforts to:

- 1) Managing operations of a primary care clinic in Magdalena, NM (the "Clinic"); Clinic operations will be 5 days per week with the exception of closing for approved PMS Holidays unexpected closures as a result of loss of essential utilities, emergencies, or severe inclement weather; and
- 2) Developing funding proposals to support operation of the Clinic, including, without limitation, proposals for funding under the New Mexico Rural Primary Health Care Act ("RPHCA") If State funding is available.
- 3) PMS will update the Clinic Management Plan, and submit it annually to Village for review.

B. PMS shall determine when and how the services required are to be performed.

C. PMS shall, to the extent practical, keep VILLAGE informed as to its schedule and status of services provided.

D. PMS shall perform services in a good and workmanlike manner and in accordance with generally accepted methods and practices of its profession, and in compliance with applicable accreditation standards.

E. PMS is fully responsible for its own employees, including, but not limited to: hiring, firing, training, and supervising, as well as providing compensation, benefits, tax withholding and insurance. PMS is responsible for the quality and appropriateness of its employee(s)' work, and warrants the employee(s)' adherence to all terms of this Agreement. VILLAGE reserves the right to request verification of an employee's qualifications for any position at the clinic.

F. If services provided involve interaction with VILLAGE clients or employees, PMS shall perform such services without regard to race, color, creed, sex, national origin, age, or disability of client.

G. PMS agrees to comply with all applicable Federal and State laws, rules and regulations governing its profession and that of any of its employees,

including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- H. PMS is responsible for providing all its own tools and materials, except where VILLAGE proprietary tools or materials are required and VILLAGE agrees to provide such to PMS, or where VILLAGE is required by law to provide them.
- I. During the life of this Agreement and its termination, PMS will not directly or indirectly disclose to any person, corporation or entity any confidential information and will use confidential information only in furtherance of VILLAGE' best interests and in connection with and for purposes of performing duties under this Agreement. "Confidential information" is defined for the purpose of this Agreement as information (1) that may be furnished, disclosed, or become known to PMS during the term of this Agreement and (2) not generally known to the industry in which VILLAGE is engaged including, but not limited to, trade secrets, marketing techniques, programs and strategies, pricing structure or strategies, dates, figures, projections, costs, methods of operation, identity of plans or administrative services and products, estimates, client lists, client records, personnel records including salary, financial statements, and accounting procedures. All documents, files, e-mail, voice mail, client lists, and data, whether gathered by PMS or any other person, and whether or not reduced to writing or other tangible medium, relating to the business activities of VILLAGE are and shall remain the sole and exclusive property of VILLAGE. Upon the termination of this Agreement, irrespective of the time, manner or cause of termination, PMS will surrender to VILLAGE all information written or otherwise in connection with VILLAGE' clients or business as well as any other property of VILLAGE.
- J. PMS agrees not to purport to bind VILLAGE to any contract or obligation not assumed under this Agreement by VILLAGE unless the PMS has express written authority to do so, and then only within the strict limits of that authority.

III. DUTIES OF VILLAGE

- A. VILLAGE makes no promises or guarantees to PMS of the amount of work that may be made available to PMS, except as otherwise specifically provided for in this Agreement. Furthermore, this is not an exclusive agreement and nothing contained herein shall be construed to restrict PMS or VILLAGE from entering into other agreements with other individuals or organizations.
- B. VILLAGE provides PMS with required standards, performance expectations, assistance, and cooperation as appropriate to this Agreement and the services being rendered by PMS.

- C. VILLAGE will provide, as requested by PMS, letters of support for PMS funding applications related to the Clinic.
- D. VILLAGE will lease to PMS a suitable facility for operation of the Clinic at a negotiated rate, and such facility shall be licensed by the New Mexico Department of Health as a Diagnostic & Treatment Center.
- E. VILLAGE will appoint a Health Advisory Committee to provide guidance and support to clinic leadership.

IV. LICENSURE AND INSURANCE

- A. PMS warrants that its employees possess the credentials and licenses necessary to provide all services under this Agreement. PMS will provide documentation verifying credentials and licenses upon request of VILLAGE at any time before, during or after the term of this Agreement.
- B. PMS, as appropriate, and at its own cost and expense, shall carry and maintain in full force and effect during the term of this agreement, comprehensive general liability insurance covering bodily injury and property damage liability with limits of coverage in the amount of \$1 million per occurrence and \$2 million aggregate. PMS, as applicable, shall also carry and maintain professional malpractice liability insurance providing a minimum coverage of \$1 million per occurrence. PMS shall provide proof of such insurance coverage upon request of VILLAGE at any time before, during or after the term of this Agreement.
- C. PMS is responsible for its own business and Workers' Compensation insurance and other employer obligations including, but not limited to, payment of all taxes. PMS agrees to hold VILLAGE harmless for all losses, injuries, or illnesses PMS, or its employee(s), may incur in performing duties under this Agreement, including injuries sustained in travel to, from and between VILLAGE sites, except to the extent such injury, loss or damage results from VILLAGE's negligence, recklessness or intentional wrongdoing.

V. COMPENSATION

- A. VILLAGE shall not compensate PMS for the services provided herein, but rather shall lease a suitable facility to PMS at a reduced rate (as described above) in exchange for the services provided by PMS hereunder. VILLAGE acknowledges and agrees that PMS shall bill patients and third party payors (e.g., insurance carriers, Medicaid, etc.) for professional services provided by PMS to patients and clients of the Clinic.

VI. TERM AND TERMINATION

- A. The parties enter into this Agreement for the period beginning _____, 2019 and ending _____, 20____, or until such time as either party terminates this Agreement as provided in this section.
- B. This Agreement may be terminated by either party for any reason upon 180 days written notice.

VII. COMPLAINT AND DISPUTE RESOLUTION

- A. Informal. Disputes on any matter relating to the interpretation, meaning or scope of this Agreement shall be discussed and resolved by the parties or their designated representatives. The parties or their representatives shall use their best efforts to amicably and promptly resolve the dispute. The parties agree to continue to perform the obligations under the terms of this Agreement while the dispute is being discussed unless the performance of services is within the context of the dispute.
- B. Mediation. If the parties are unable to resolve the dispute informally, either party may initiate mediation. To initiate mediation, PMS or VILLAGE must submit a written notice of mediation to the other within 15 days of the occurrence or circumstances giving rise to the dispute. No statement made in the mediation may be used in any later proceeding for any purpose. The cost of mediation shall be paid equally by both parties, unless otherwise agreed by them. The parties are responsible for their own legal and/or consulting fees associated with the dispute resolution process hereunder

The American Arbitration Association (AAA) Rules applicable at the time of the mediation will govern the mediation process. PMS may participate in selecting the mediator from a list provided by AAA. If PMS and VILLAGE cannot designate a mutually satisfactory mediator, AAA has the authority to designate a mediator.

- C. Arbitration. If the parties are unable to resolve the dispute through mediation, either party may initiate arbitration. To request arbitration, PMS or VILLAGE must submit written notice of arbitration to the other party within 30 days of the mediation. Arbitration is a form of trial, resulting in a final, binding decision. The arbitrator will not be the same person who acted as the mediator.

The parties must assert at the time of the arbitration any and all claims which they believe they may have against the other party. Neither party has the right after the arbitration to assert any other legal claims against the other that arose from the same issues that were brought in the arbitration and that could have been asserted in the arbitration.

The AAA Rules applicable at the time of the dispute will govern the arbitration proceedings, so long as those guidelines incorporate the

following: (1) the arbitrator must apply the federal or state law that would have governed the dispute had it been heard in federal or state court (including the applicable order and burdens of proof, and the applicable remedies); (2) the arbitrator may not grant remedies or other relief that would have been unavailable if the dispute had been heard in federal or state court; (3) the arbitrator may not award a remedy that neither PMS nor VILLAGE requested; (4) the guidelines must provide for fair discovery and a written decision from the arbitrator.

The costs of the arbitration procedure, including the costs of the arbitrator will be divided equally unless otherwise determined by the arbitrator. Each party is responsible for its own legal and/or consulting fees associated with the arbitration process hereunder.

Arbitration is final and binding. Once a decision is rendered by the arbitrator the dispute is resolved.

VIII. GENERAL PROVISIONS

- A. The headings in this Agreement are for reference only and shall not affect the meaning of this Agreement.
- B. In performing the services provided herein, it is understood that the PMS and its agents and employees are acting as an independent contractor for VILLAGE and not as an employee of VILLAGE. PMS and its agents and employees shall not, as a result of this Agreement, accrue or be eligible to receive leave, vacation, retirement benefits, insurance, bonding, or any other benefits afforded to employees of VILLAGE.
- C. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason other provisions may be invalid or unenforceable in whole or in part.
- D. This Agreement shall be interpreted in accordance with and governed by the laws of the State of New Mexico. PMS and VILLAGE intend to comply with all applicable federal, state and local laws and regulations in administration, interpretation and enforcement of this Agreement. The parties to this Agreement recognize that federal, state, and local legal requirements relating to this Agreement may change from time to time. At the request of either party, VILLAGE and PMS agree to amend this agreement to the extent reasonably necessary to bring the terms of this Agreement into compliance with applicable laws or regulations.
- E. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their successors.

F. This Agreement is not assignable, except as agreed upon in writing by both parties.

G. Any notice required or permitted under this Agreement by either party shall be in writing and may be delivered in person, or by registered or certified mail, postage prepaid, return receipt requested. Notices shall be addressed to the parties at the following addresses, but addresses may be changed upon written notice. Notices delivered personally shall be deemed delivered when received, and mailed notices will be deemed delivered three (3) days after mailing.

If to PMS: Steven C. Hansen, President
 1422 Paseo de Peralta
 P.O. Box 2267
 Santa Fe, NM 87504

If to VILLAGE: _____

H. This Agreement represents the entire agreement between the parties, superseding all other agreements, express or implied, and may be modified only by a written amendment signed and dated by both parties.

VILLAGE:

Signature

By:

Date

License or Social Security #

PRESBYTERIAN MEDICAL SERVICES:

Steven C. Hansen, President

Date



PMS

PRESBYTERIAN MEDICAL SERVICES

**PRESBYTERIAN MEDICAL SERVICES
MAGDALENA CLINIC
OPERATIONAL DESCRIPTION
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Updated by Genevieve Robran
Western Region Director
Presbyterian Medical Services
Updated September 2019

ADMINISTRATIVE OPERATIONS

PMS is organized into functional areas, plus central administrative functions. The corporate offices are in Santa Fe and include Executive Direction, Human Resources, Grants and Contract Management, Legal and Compliance; Quality and Care Coordination, Accounting, Payroll, Accounts Payable, IT support, Property Management and General Services. PMS operates programs throughout NM, listed below are the services PMS provides. Not all services are provided in every community.

- 1. Primary Care:** Includes primary medical care, dental, health education and ancillary health care services such as laboratory, X-ray, and pharmacy services. In addition to health centers, the primary care function includes a centralized pharmacy services unit.
- 2. Human Services:** Includes mental health counseling and treatment; alcohol and substance abuse prevention and treatment; crisis intervention; services for developmentally disabled adults and children, including day treatment and residential treatment; school-based counseling and support programs; infant and children's day care services; Child and Adult Care Food Program and Head start preschool programs.
- 3. Supported Living Services:** Includes home health care, with therapists (speech, occupational and physical), nurses, home health aides and homemakers; hospice; senior center services to include congregate and home delivered meals; case management; and a retirement community in Santa Fe.
- 4. Children Services:** Includes Headstart and Early Headstart programs providing education to young children and their parents.

PMS is a not for profit 501(c)(3) New Mexico corporation with a Board of Directors who are representative of the population being served. The Board of Directors provides oversight of the corporate functions. The governing board is comprised of members from the various regions in the State.

PMS has Regional Guidance Councils in different regions of the State. The Regional Guidance Councils provide local leadership with input on access; quality and help assess needs in the local communities. The goals that each of these guidance councils are reported at the board meetings. In many cases, Governing Board vacancies are filled by members from these local guidance councils. It is an expectation that the local guidance councils meet at least quarterly.

Staff Development:

PMS continues to maintain professional recruitment and retention as a high priority. In addition to implementing an administrative trainee program, PMS has provides basic supervisory training to staff. In 2014 PMS launched an electronic training program mandatory and other training modules. PMS has a scholarship program in place for employees; employees can be reimbursed for college courses taken in an effort to improve. PMS offers all licensed staff a CEU stipend and offers up to 5 days time to be used for continuing education. This year, PMS launched a new Leadership Excellence and Development Program to help enhance skills in our Administrators and supervisors.

Financial Systems:

In private, state and federal compliance reviews, PMS has been praised for its financial management system, including financial reporting, current billing, the level and quality of accounting documentation, and a full encumbrance system for tracking payables. All payroll and accounts payable functions are centralized out of the corporate offices. The local programs are responsible for assuring that the accounting department has all the information necessary to perform these functions. Each clinic/program develops its own budget and has its own financials. A Central Billing Office (CBO) files all 3rd party claims and follows up on collection of accounts receivable.

Data Systems:

PMS has a well developed Practice Management System that is used for billing, and an Electronic Medical Record (EMR) System for patient records and clinical tracking and information. Much of the interagency communication is electronic. PMS has a IT team who is dedicated to meeting the ever changing technology needs of all programs. Clinics and programs utilize the Service Desk to report IT and other issues. The Service Desk Department addresses all issues reported based on priority. Example: if the EMR is down or the provider's passwords are not working these are given high priority and address immediately.

Risk Management:

PMS is a member of the Clinic Mutual Insurance Company, a shared risk group for professional liability insurance. As an FQHC, PMS also is covered by Federal Torts. In addition, PMS staff serves on the Board of Trustees of the New Mexico Hospital Self-Insured Worker's Compensation Group. Both affiliations provide excellent training and support in risk management, through on-site audits, newsletters, and technical assistance. PMS has staff responsible for the over-site of the risk management program, and the QI Committee of the Board of Directors review and evaluate the issues on a regular basis. PMS has a compliance depart and general counsel who review every contract and agreement and assure that PMS is in compliance with every requirement. The HR department reviews these contracts to assure compliance with requirement around back ground checks and other issues directly related to employees. The compliance department also provides guidance to the local programs in responding and handling incidents. Incident categories include: HIPAA violations; Threat to Sue; Medical errors; Theft or damage to property; Abuse or Neglect; Accidents involving patients/clients. These are trended and reviewed by the Board of Directors.

Facilities:

All PMS facilities have received and passed annual inspections for fire and life safety as well as handicapped accessibility and compliance with the Americans with Disabilities Act. As required, the facilities are licensed by the State of New Mexico, and when required, annual surveys are performed and any noted deficiencies corrected. Annually all facilities are inspected by Hospital Services Corporation for any risks. Twice a year the local programs conduct their own Slips, Trips and Falls assessment.

Licensure and Accreditation:

PMS has been fully accredited by TJC (The Joint Commission) since 2000, meeting quality of care and safety standards that accredited organizations across the County are held to. The Children's programs maintain CARF Accreditation.

The majority of the primary care clinics (including the Magdalena Clinic) have achieved Primary Care Medical Home Status. This requires the clinics to meet a set of required criteria. The primary care clinics maintain the following licenses and certifications; each of these bodies have a set of regulations that need to be maintained:

Diagnostic & Treatment license – issued by NM Department of Health

CLIA lab Certificate –

NM Board of Pharmacy – Class B

NM Board of Pharmacy – Controlled Substance

Federal DEA

PMS has consultant Pharmacists who visit each clinic to assure that the drug rooms are operated in accordance with the NM Board of Pharmacy regulations.

Organizational Charts:

Attachment #1 is the corporate organizational chart. Attachment #2 organizational chart for the Magdalena Clinic. .

Policies and Procedures:

The Magdalena clinic follows policies and procedures used by all PMS programs. These include HR and Accounting policies. PMS has many procedures to assure that PMS programs comply with funding, Medicaid and Medicare requirement. As an FQHC, no person will be refused access to health care services based on ability to pay. It is a requirement to screen all patients for their eligibility for the sliding fee, even if they are covered by Medicare or Insurance. Patients will be asked for proof of income in order to be eligible for the sliding fee scale adjustment and other payment options. If patients qualify based on income and family size deductibles can to adjusted.

CLINIC MANAGEMENT SYSTEMS

Patient Flow:

All PMS clinics follow the appropriate procedures to ensure a timely and organized registration and patient flow process. This process will include the ability to see “walk in” patients or same day appointments. The registration staff, along with the support staff, will coordinate the patient flow process from the time the patient walks in the door until the time the patient walks out the door. Patients will be encouraged to schedule appointments to see the provider; however walk-ins will be seen as schedule permit. In the event that appointments are broken by the patient, the registration staff will alert the provider, who will determine disposition and record in the chart. Urgent walk in patients will be seen immediately or referred on depending on the capability of the clinic.

Records and Quality:

All relevant medical information will be kept within the medical record. Electronic query reports are available for use in the clinic to support Quality Management (QM) activities. PMS has identified 20 quality indicators to improve the health outcomes of our patients. Each clinic is charged with actively reviewing progress and work to achieving the goals set for the quality measures.

Specialty Service Referrals:

Specialty referrals will be made when appropriate. The clinic practitioner develops relationships with local specialty providers for referral of patients for services. If patients have a preference for certain market areas or if financial access barriers prohibit use of local specialty services, alternative service will be identified.

In addition to clinical service referral patterns, the clinic will establish referral patterns with the local Department of Health Public Health (PHD) Offices, social service agencies and mental health providers. It is likely that select patient populations will benefit from facilitated access to WIC, Family Planning, HIV Testing Screening and Assessment, Health Education and Immunizations services delivered at the PHD. If State funds are available the clinic will maintain a contract to deliver Breast and Cervical Cancer Screening and other programs appropriately delivered in a primary care environment

Hospital Referral:

Referrals will generally be made to Socorro General Hospital. The clinic will utilize the Magdalena EMS System to transport patients who are in need of care beyond the clinic capabilities, and will help provide triage services for the EMT's. Magdalena clinic patients requiring hospital admission will be coordinated with the PMS physicians in Socorro. The Socorro Hospital has offered to allow the Magdalena Practitioner “look up” access to their Electronic Medical Record. This provide quick access to hospital reports and lab if a Magdalena patient were to be seen in for diagnostic imaging, seen in the emergency department or released from in-patient.

STAFFING PLAN

The Magdalena Clinic is staffed by a mid-level provider, clinical support staff i.e., Medical Assistant(s), a Customer Access Representative (registration), and an Administrator that is shared between the Socorro MH clinic and the Magdalena Clinic. The daily operations of the clinic will be the responsibility of the program Administrator in partnership with the Medical Director. The Western Region Director will provide support to the program Administrator and other staff and will fill in as Administrator in times of turnover. The positions are briefly described below:

1. The Midlevel Provider:

This person will perform those tasks typical of similar positions in a rural health care clinic. The midlevel will deliver direct patient care, and will act as the primary provider of the health care services. See Attachment #4, Job Description.

2. Medical Assistant:

The MA will perform those tasks typical of similar positions in a rural health care clinic. Activities will include coordination of patient flow, preparation of patients for medical services, assistance with laboratory procedures, and maintain drugs and medical supplies. See Attachment #4, Job Description.

3. Customer Access Representative:

This person will be responsible for greeting patients, entering encounters into the patient registration system, making appointments, answering the telephone, filing, assisting in the organization of medical records, and follow-up on accounts receivable. See Attachment #4. Job Descriptions.

5. Administrator:

The Administrator is responsible for the daily operations of the clinic assuring compliance with contracts; regulatory bodies such as TJC, Board of Pharmacy and PMS policies and procedures and reaching corporate quality goals and other strategic goals. Duties include hiring staff, coordinating ordering of supplies, time sheets and payroll, accountable payable, collection of accounts receivable and general day to day operations.

Every effort will be made to recruit local people to fill these positions who will be able to effectively communicate with 'Spanish and Navajo speaking clients and their families.

The clinic utilizes a local cleaning service for daily cleaning of the facility.

OTHER STAFFING FOR COVERAGE:

1. Temp-On-Call:

It is anticipated that Temp-On- Call positions will be needed to cover for staff during sicknesses, vacations, etc. These are people who are trained to take over on a temporary basis with little or no notice. These positions do not receive any benefits, are of short term duration. Temp on call positions are actively recruited for front desk, MA and provider positions.

2. Locum Tenens:

These are other mid-levels or physicians that fill in for the primary provider during sickness or vacations. The Locum is generally paid by the day to cover planned absences or vacancies. PMS utilizes the UNM locum Tenens program to secure staffing coverage as well as other Provider Staffing Agencies that PMS contracts with for long term coverage. Staffing coverage is not guaranteed, it is dependent of availability of professional staff licensed in NM for the dates requested.

RECRUITMENT

For Magdalena, a mid level means either a Physician Assistant (PA), or an Advance Practice Nurse Practitioner (FNP). However, a PA would require physician over-site, since their licensure level does not allow them to practice independently. Both can diagnose and treat, including dispensing of drugs. Both are recognized by most insurance companies, and their services are billable to Medicare and Medicaid.

Recruitment is an ongoing process in the rural primary care center environment. The PMS Provider Recruiter will work closely with New Mexico Health Resources and Medical Schools and Residencies, and other strategies on aggressive recruitment efforts. Historically, PMS also works with community leaders to recruit providers. Social activities such as pot lucks, tours of the area, meetings with school officials and local government officials all become part of a coordinated plan to acquaint prospects with the community. This approach assures the prospects that it is the community that is recruiting them, not just a fee for service agency. The result is a feeling of mutual commitment between the provider and the community that goes beyond pay checks.

PROFESSIONAL SERVICES AGREEMENT

I. PARTIES IDENTIFIED

Presbyterian Medical Services (PMS) and Village of Magdalena (VILLAGE) enter into this Agreement on this ____ day of ____, 2019, for the purpose of providing health center management services for VILLAGE.

II. SCOPE OF WORK AND DUTIES OF PMS

- A. On behalf of VILLAGE, PMS shall devote its best efforts to:
 - 1) Managing operations of a primary care clinic in Magdalena, NM (the "Clinic"); Clinic operations will be 5 days per week with the exception of closing for approved PMS Holidays unexpected closures as a result of loss of essential utilities, emergencies, or severe inclement weather; and
 - 2) Developing funding proposals to support operation of the Clinic, including, without limitation, proposals for funding under the New Mexico Rural Primary Health Care Act ("RPHCA") if State funding is available.
 - 3) PMS will update the Clinic Management Plan, and submit it annually to Village for review.
- B. PMS shall determine when and how the services required are to be performed.
- C. PMS shall, to the extent practical, keep VILLAGE informed as to its schedule and status of services provided.
- D. PMS shall perform services in a good and workmanlike manner and in accordance with generally accepted methods and practices of its profession, and in compliance with applicable accreditation standards.
- E. PMS is fully responsible for its own employees, including, but not limited to: hiring, firing, training, and supervising, as well as providing compensation, benefits, tax withholding and insurance. PMS is responsible for the quality and appropriateness of its employee(s)' work, and warrants the employee(s)' adherence to all terms of this Agreement. VILLAGE reserves the right to request verification of an employee's qualifications for any position at the clinic.
- F. If services provided involve interaction with VILLAGE clients or employees, PMS shall perform such services without regard to race, color, creed, sex, national origin, age, or disability of client.
- G. PMS agrees to comply with all applicable Federal and State laws, rules and regulations governing its profession and that of any of its employees,

including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- H. PMS is responsible for providing all its own tools and materials, except where VILLAGE proprietary tools or materials are required and VILLAGE agrees to provide such to PMS, or where VILLAGE is required by law to provide them.
- I. During the life of this Agreement and its termination, PMS will not directly or indirectly disclose to any person, corporation or entity any confidential information and will use confidential information only in furtherance of VILLAGE' best interests and in connection with and for purposes of performing duties under this Agreement. "Confidential information" is defined for the purpose of this Agreement as information (1) that may be furnished, disclosed, or become known to PMS during the term of this Agreement and (2) not generally known to the industry in which VILLAGE is engaged including, but not limited to, trade secrets, marketing techniques, programs and strategies, pricing structure or strategies, dates, figures, projections, costs, methods of operation, identity of plans or administrative services and products, estimates, client lists, client records, personnel records including salary, financial statements, and accounting procedures. All documents, files, e-mail, voice mail, client lists, and data, whether gathered by PMS or any other person, and whether or not reduced to writing or other tangible medium, relating to the business activities of VILLAGE are and shall remain the sole and exclusive property of VILLAGE. Upon the termination of this Agreement, irrespective of the time, manner or cause of termination, PMS will surrender to VILLAGE all information written or otherwise in connection with VILLAGE' clients or business as well as any other property of VILLAGE.
- J. PMS agrees not to purport to bind VILLAGE to any contract or obligation not assumed under this Agreement by VILLAGE unless the PMS has express written authority to do so, and then only within the strict limits of that authority.

III. DUTIES OF VILLAGE

- A. VILLAGE makes no promises or guarantees to PMS of the amount of work that may be made available to PMS, except as otherwise specifically provided for in this Agreement. Furthermore, this is not an exclusive agreement and nothing contained herein shall be construed to restrict PMS or VILLAGE from entering into other agreements with other individuals or organizations.
- B. VILLAGE provides PMS with required standards, performance expectations, assistance, and cooperation as appropriate to this Agreement and the services being rendered by PMS.

- C. VILLAGE will provide, as requested by PMS, letters of support for PMS funding applications related to the Clinic.
- D. VILLAGE will lease to PMS a suitable facility for operation of the Clinic at a negotiated rate, and such facility shall be licensed by the New Mexico Department of Health as a Diagnostic & Treatment Center.
- E. VILLAGE will appoint a Health Advisory Committee to provide guidance and support to clinic leadership.

IV. LICENSURE AND INSURANCE

- A. PMS warrants that its employees possess the credentials and licenses necessary to provide all services under this Agreement. PMS will provide documentation verifying credentials and licenses upon request of VILLAGE at any time before, during or after the term of this Agreement.
- B. PMS, as appropriate, and at its own cost and expense, shall carry and maintain in full force and effect during the term of this agreement, comprehensive general liability insurance covering bodily injury and property damage liability with limits of coverage in the amount of \$1 million per occurrence and \$2 million aggregate. PMS, as applicable, shall also carry and maintain professional malpractice liability insurance providing a minimum coverage of \$1 million per occurrence. PMS shall provide proof of such insurance coverage upon request of VILLAGE at any time before, during or after the term of this Agreement.
- C. PMS is responsible for its own business and Workers' Compensation insurance and other employer obligations including, but not limited to, payment of all taxes. PMS agrees to hold VILLAGE harmless for all losses, injuries, or illnesses PMS, or its employee(s), may incur in performing duties under this Agreement, including injuries sustained in travel to, from and between VILLAGE sites, except to the extent such injury, loss or damage results from VILLAGE's negligence, recklessness or intentional wrongdoing.

V. COMPENSATION

- A. VILLAGE shall not compensate PMS for the services provided herein, but rather shall lease a suitable facility to PMS at a reduced rate (as described above) in exchange for the services provided by PMS hereunder. VILLAGE acknowledges and agrees that PMS shall bill patients and third party payors (e.g., insurance carriers, Medicaid, etc.) for professional services provided by PMS to patients and clients of the Clinic.

VI. TERM AND TERMINATION

- A. The parties enter into this Agreement for the period beginning _____, 2019 and ending _____, 20____, or until such time as either party terminates this Agreement as provided in this section.
- B. This Agreement may be terminated by either party for any reason upon 180 days written notice.

VII. COMPLAINT AND DISPUTE RESOLUTION

- A. **Informal.** Disputes on any matter relating to the interpretation, meaning or scope of this Agreement shall be discussed and resolved by the parties or their designated representatives. The parties or their representatives shall use their best efforts to amicably and promptly resolve the dispute. The parties agree to continue to perform the obligations under the terms of this Agreement while the dispute is being discussed unless the performance of services is within the context of the dispute.
- B. **Mediation.** If the parties are unable to resolve the dispute informally, either party may initiate mediation. To initiate mediation, PMS or VILLAGE must submit a written notice of mediation to the other within 15 days of the occurrence or circumstances giving rise to the dispute. No statement made in the mediation may be used in any later proceeding for any purpose. The cost of mediation shall be paid equally by both parties, unless otherwise agreed by them. The parties are responsible for their own legal and/or consulting fees associated with the dispute resolution process hereunder

The American Arbitration Association (AAA) Rules applicable at the time of the mediation will govern the mediation process. PMS may participate in selecting the mediator from a list provided by AAA. If PMS and VILLAGE cannot designate a mutually satisfactory mediator, AAA has the authority to designate a mediator.

- C. **Arbitration.** If the parties are unable to resolve the dispute through mediation, either party may initiate arbitration. To request arbitration, PMS or VILLAGE must submit written notice of arbitration to the other party within 30 days of the mediation. Arbitration is a form of trial, resulting in a final, binding decision. The arbitrator will not be the same person who acted as the mediator.

The parties must assert at the time of the arbitration any and all claims which they believe they may have against the other party. Neither party has the right after the arbitration to assert any other legal claims against the other that arose from the same issues that were brought in the arbitration and that could have been asserted in the arbitration.

The AAA Rules applicable at the time of the dispute will govern the arbitration proceedings, so long as those guidelines incorporate the

following: (1) the arbitrator must apply the federal or state law that would have governed the dispute had it been heard in federal or state court (including the applicable order and burdens of proof, and the applicable remedies); (2) the arbitrator may not grant remedies or other relief that would have been unavailable if the dispute had been heard in federal or state court; (3) the arbitrator may not award a remedy that neither PMS nor VILLAGE requested; (4) the guidelines must provide for fair discovery and a written decision from the arbitrator.

The costs of the arbitration procedure, including the costs of the arbitrator will be divided equally unless otherwise determined by the arbitrator. Each party is responsible for its own legal and/or consulting fees associated with the arbitration process hereunder.

Arbitration is final and binding. Once a decision is rendered by the arbitrator the dispute is resolved.

VIII. GENERAL PROVISIONS

- A. The headings in this Agreement are for reference only and shall not affect the meaning of this Agreement.
- B. In performing the services provided herein, it is understood that the PMS and its agents and employees are acting as an independent contractor for VILLAGE and not as an employee of VILLAGE. PMS and its agents and employees shall not, as a result of this Agreement, accrue or be eligible to receive leave, vacation, retirement benefits, insurance, bonding, or any other benefits afforded to employees of VILLAGE.
- C. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason other provisions may be invalid or unenforceable in whole or in part.
- D. This Agreement shall be interpreted in accordance with and governed by the laws of the State of New Mexico. PMS and VILLAGE intend to comply with all applicable federal, state and local laws and regulations in administration, interpretation and enforcement of this Agreement. The parties to this Agreement recognize that federal, state, and local legal requirements relating to this Agreement may change from time to time. At the request of either party, VILLAGE and PMS agree to amend this agreement to the extent reasonably necessary to bring the terms of this Agreement into compliance with applicable laws or regulations.
- E. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their successors.

F. This Agreement is not assignable, except as agreed upon in writing by both parties.

G. Any notice required or permitted under this Agreement by either party shall be in writing and may be delivered in person, or by registered or certified mail, postage prepaid, return receipt requested. Notices shall be addressed to the parties at the following addresses, but addresses may be changed upon written notice. Notices delivered personally shall be deemed delivered when received, and mailed notices will be deemed delivered three (3) days after mailing.

If to PMS: Steven C. Hansen, President
1422 Paseo de Peralta
P.O. Box 2267
Santa Fe, NM 87504

If to VILLAGE: _____

H. This Agreement represents the entire agreement between the parties, superseding all other agreements, express or implied, and may be modified only by a written amendment signed and dated by both parties.

VILLAGE:

Signature

By:

Date

License or Social Security #

PRESBYTERIAN MEDICAL SERVICES:

Steven C. Hansen, President

Date

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

THIS Agreement, made this 22nd day of October 2019 (effective date) by and between Village of Magdalena hereinafter referred to as the OWNER, and Bohannon Huston, Inc. hereinafter referred to as the ENGINEER. This contract expires on ____.

The OWNER intends to construct a Project consisting of design documents necessary to construct approximately 8,000 LF of a new 6-inch water transmission line along Highway 60.

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

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Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be Not Applicable calendar days from Authorization to proceed date.
This phase expires on _____.
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Authorization to proceed date: This _____ day of October, 2019
Contract Time shall be 180 calendar days from Authorization to proceed date. This
phase expires on _____.

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

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 one hundred dollars (\$100.00) per day (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

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

10. Audits and Access to Records

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

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

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

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

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

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

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

11. Subcontracts

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

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

12. Insurance

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

13. Environmental Condition of Site

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

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

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

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

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

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

Agreement.

14. Mutual Waiver

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

15. Independent Contractor

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

16. Equal Employment Opportunity

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

17. Gratuities

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

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

18. Covenant Against Contingent Fees

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

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

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

20. Remedies

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

21. Assurance Against Debarment

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

SECTION B –ENGINEERING SERVICES

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

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

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

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

☐ None

☐ 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 Richard Rumpf

Title Mayor, Village of Magdalena

By: _____ Date: 10/25/19

ENGINEER

Type Name Todd Burt

Title Sr. Vice President

Address 7500 Jefferson St. NE

Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – Insurance

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



BOHAUS-01

BMOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2019

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

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

PRODUCER License # 0757776
HUB International Insurance Services (NMCO)
7770 Jefferson Street NE, Suite 101
Albuquerque, NM 87109

CONTACT
NAME:
PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3872
E-MAIL ADDRESS:

INSURED

Bohannon Huston, Inc.
7500 Jefferson St NE
Albuquerque, NM 87106-4338

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	29424
INSURER B: Hartford Fire Insurance Company	19682
INSURER C: New Mexico Mutual Casualty Company	40627
INSURER D: Advantage Workers Compensation Insurance Company	40517
INSURER E: Continental Casualty Company	20443
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADD'L SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> JOINT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER \$0	X X	34UUNZG0204	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS LEASED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	34UENZG0117	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	34XHUVT9387	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	70812	8/1/2019	8/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Worker's Compensation		3483893	8/1/2019	8/1/2020	Per Statute \$ 1,000,000
E	Prof/Poll Liability		AEH288369677	8/1/2019	8/1/2020	\$4 Agg/100,000 Ded 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / USES: See Attached 101, Additional Remarks Schedule, may be attached if more space is required.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 22nd day of October, 2019 (effective date) by and between the Village of Magdalena, the OWNER, and Bohannon Huston, Inc., the ENGINEER, the OWNER and ENGINEER agree this ____ day of October, 2019 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

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

See attached EXHIBIT B.1 – DESIGN SERVICES SCOPE OF WORK

B. Cost Proposal – Include hourly breakdown for each task

See attached Exhibit B.2 - DESIGN PHASE SERVICES FEE

C. Reimbursable Expense Schedule

See attached hourly rate sheet dated July 1, 2019

D. Contract Time shall be 180 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by ____ (DATE). If design phase services have not been completed and accepted by ____ the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

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

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$67,663.50, excluding gross receipt tax.

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

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

4. Signatures

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

By: _____ Date: _____

OWNER

Type Name Richard Rumpf

Title Mayor, Village of Magdalena

By:  Date: 10/25/19

ENGINEER

Type Name Todd Burt

Title Sr. Vice President

Address 7500 Jefferson St. NE
Albuquerque, Nm 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____



**Exhibit B.1. Design Phase Scope of Services
Village of Magdalena – Waterline Replacement**

PROJECT DESCRIPTION

The Scope of Services for the Village of Magdalena Water Line Replacement project is to provide design documents necessary to construct approximately 8,000 LF feet of a new 6-inch water transmission line along Highway 60. The Village adopted a waterline within this section (from approx. MM 116 to 117) and is seeking to upgrade the line size in this area. The existing 2-inch line shall remain operational during construction of the new line. It is anticipated the new line will be installed on the north side of the road. Approximately, eight (8) service connections will need to be transferred from the existing line to the proposed waterline for this project. The service connections are located on the south side of Highway 60. Trenchless technology will be used for roadway crossings to limit impact to the existing roadway. The new waterline shall be installed within NMDOT ROW which will require obtaining a NMDOT Utility Permit.

This Scope of Services provides tasks through the Design phase of this project. This work will be accomplished with the current Capital Outlay funds available for the project. Bidding and Construction Administration / Management Services have been excluded from the Scope of Work. A separate Scope of Work can be provided for these services, if desired, near completion of the Design phase.

ENGINEERING SCOPE OF SERVICES

Task 1 – Project Management and Communication

Objective: This task consists of communications, coordination, meetings, and project administration and management during the project. Engineer will conduct a Project Kickoff Meeting with the Village and other stakeholders to obtain additional project information, Village and stakeholder input, and to develop critical success factors for design and implementation of the Project. The Project Kickoff Meeting will also serve as a design workshop with the Engineer's team and the Village's staff.

Design Review meetings will be held at the Village's offices and will include representatives that may have express interest in the project development. Bi-weekly conference calls will focus on action items and items critical to the project schedule. The Engineer will also provide the Village with monthly progress reports summarizing project technical status. These reports will include progress made, problems resolved, anticipated problem areas and recommended solutions, and upcoming activities.

Other project management activities that will be performed under this task are management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

1. The duration of project management includes a design phase of four (4) months.
2. The Project Kickoff Meeting will be held at the Village's offices with Village staff, project manager, project engineer, and subconsultants (if needed).
3. Review meetings will be held at the Village's office, unless otherwise agreed upon by the parties, and are included in other Tasks within this scope of work.
4. Design phase bi-weekly progress meetings will be conducted via conference call.
5. Monthly Progress Reports will be provided with monthly invoices.

Deliverables:

- Kick-off meeting agenda, presentation, and meeting minutes
- Monthly progress reports – delivered via e-mail
- Monthly progress meeting agenda and minutes
- Monthly invoices for Engineer's services

Task 2 – Pre-Design Phase Services and Permitting

Objective: BHI will collect the topographic and utility information for the proposed alignment. BHI will also prepare a NMDOT Utility Permit for review and approval by NMDOT. A geotechnical investigation shall be performed to document the soil conditions that will be encountered during construction of the project.

Approach: ENGINEER will provide the following services:

1. Provide topographic and utility survey for approximately 8,000 LF along Highway 60. Survey will cover the entire NMDOT ROW width along the entire project extents.
2. New Mexico One-Call shall be contacted to provide notification to Utility Owners and request utility locates during the survey. A Wide Area locate shall be conducted.
3. Prepare NMDOT Utility Permit for submittal to NMDOT.
4. Geotechnical borings shall be completed along the proposed alignment. Soil sampled will be analyzed for soil type and a Geotechnical Engineering Report will be prepared to document the soil conditions in the area. The information will be provided to Contractors during the bidding phase to document the soil conditions that will be anticipated during construction.

Assumptions:

1. Village shall provide As-Builts for the existing water infrastructure (if available).
2. An Environmental Investigation is not required for the NMDOT utility permit.
3. BHI shall prepare a Traffic Control Plan for work adjacent to and crossing Highway 60 and a Temporary Erosion and Sediment Control Plan.
4. All work shall be within NMDOT ROW and no property acquisition is needed for this project.

Deliverables

- Base Map to be used for the design phase of the project
- NMDOT Utility Permit
- Geotechnical Engineering Report

Task 3. Design Phase Services (60% Submittal)

Objective: Although the Village of Magdalena does not currently have sufficient funding to construct the project, the plans and specifications shall be prepared in anticipation that future funding will be obtained for this project. Once additional funding becomes available, the plans will be "shovel-ready" to allow for a contractor to complete the project and improvements to the water system.

Approach: BHI will perform services throughout this period as follows:

1. Preparation of plans to complete the following:
 - a. Title Sheet
 - b. General Notes Sheet
 - c. Survey Control Sheet
 - d. ~8,500 LF of Plan and Profile Sheets (~ 8 PnP sheets @ scale: 1"=50')
 - e. Typical Civil Details (1 sheet)
 - f. Connection Details (est 2 sheets)
2. The New Mexico Standard Specifications for Public Works Construction (NMPWSS) shall be referenced as the Standard Specifications for the project.
3. BHI shall provide Supplemental Specification for special or unique equipment or criteria required for the construction of this project.
4. BHI shall provide a bid proposal form to be used during the bidding phase of the project.
5. BHI shall perform a plan in hand review with the Village to identify the location of services along the water line. Details for the services shall either be based on NMPWSS Standard Drawing or modified as requested by the Village.

Assumptions:

1. All work shall remain within the NMDOT ROW.
2. The existing waterline shall remain operational during construction and shall be abandoned in place once construction of the new 6-inch waterline is complete.
3. The Standard Specifications for the project shall be the New Mexico Public Works Standard Specifications.

Deliverables

- **60% Design Plans and Specifications to include the following:**
 - Horizontal Alignment
 - Profile of Existing Grade with preliminary pipeline profile using a 4-in minimum bury depth
 - Cost Estimate for overall project with recommendation for phasing / bid alternates
 - List of Specifications
- **Meeting to Discuss 60% Review Comments**
- **95% Design Plans and Specifications to include the following:**
 - Incorporation of comments from 65% submittal
 - Final Plans and Specs
 - Final Specifications and Contract Documents
 - Final Cost Estimate
 - PDF copy submitted to VoM for review
 - Utility Coordination Meeting
- **100% Plans and Specifications**
 - Incorporation of comments from 95% submittal
 - Stamped Plans (including PDF copy) for use during the bidding phase of the project

**Valley of Maricopa
Highway 88 Facilities Enhancement
Robinson Huber Inc. - Proposed Plan and Monitor Estimate
B.2 - Design Phase Services
2/4/2018**

	Exp. 7	Exp. 8	Exp. 9	Exp. 1	Special 3	Asst. 4	Total	Fixed Costs	Survey or Other Items	Sub Consultants	Total
1 Project Management and Communication											
a. Kick-off Meeting	\$242.00	\$218.00	\$155.00	\$100.00	\$83.00	\$85.00					\$2,443.50
b. Bi-Weekly Teleconference Coordination (8 total)	0.5	4	4	4	4	4					\$1,820.00
c. Funding Administration	2	2	2	2	2	2					\$480.00
TOTAL TASK 1	6.5	12	6	6	6	6					4,943.50
2 Pre-Design Phase Services and Permitting											
a. BPI Surveying Services	1	4	4	4							\$13,900.00
b. Geotechnical Investigation											
c. NADCOIT Utility Permit											
d. Traffic Control Blank (TRT)	1										\$2,715.00
e. Temporary Erosion and Sediment Control (in Design Phase)											\$0.00
f. Plan and Profile Sheet (in Design Phase)											
g. NADCOIT Utility Permit		0.5		2		2					\$0.00
h. Coordination with NADCOIT	2	2									\$477.50
i. NADCOIT DMS Application	1	4	4	4							\$450.00
TOTAL TASK 2	6	7.5	6	6	6	6					17,892.50
3 Preliminary Design Phase											
a. Pre-Design Meeting (in Task 1 - Kick Off Meeting)											
b. Consultation Drawings											
c. File Sheet / General Notes											
d. Survey Edited Plans											
e. Temporary Erosion and Sediment Control	2	2									\$558.00
f. Temporary Erosion and Sediment Control	2	2									\$558.00
g. Temporary Erosion and Sediment Control	2	2									\$558.00
h. Civil Details	4	4									\$1,423.00
i. Construction Details	2	2									\$711.50
j. Specifications and Contract Documents	4	4									\$1,423.00
k. Cost Estimate	4	4									\$1,423.00
l. Submitted to VDOT	4	4									\$1,423.00
m. Review Meeting with VDOT	4	4									\$1,423.00
n. QA/QC	4	4									\$1,423.00
TOTAL TASK 3a	3	29	6	6	6	6					\$4,801.50
3b Final Design Phase											
a. Construction Drawings											
b. Title Sheet											
c. Survey control sheet	1	1									\$387.00
d. Temporary Erosion and Sediment Control	0.5	1									\$0.00
e. Transmission Line Plan Sheet (in 100 LF-8 sheets)	1	24									\$3,715.00
f. Civil Details	2	2									\$4,583.00
g. Construction Details	2	2									\$3,715.00
h. Applications and Contract Documents	4	4									\$1,423.00
i. Cost Estimate	4	4									\$1,423.00
j. Submitted to VDOT 50% plans and design meeting	4	4									\$1,423.00
k. Incorporate 50% Comments	4	4									\$1,423.00
l. Submit to VDOT 100% plans	4	4									\$1,423.00
m. QA/QC	4	4									\$1,423.00
TOTAL TASK 3b	3	37	6	6	6	6					\$20,000.00
TOTAL PROJECT FEE WITH INHURT											\$47,843.50
Subtotal											\$47,843.50
INHURT @ 7.811%											\$3,733.25
TOTAL PROJECT FEE WITH INHURT											\$51,576.75

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
JULY 1, 2019

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	\$100	\$115	\$135	\$155	\$175	\$215	\$240
SURVEYOR	\$100	\$115	\$135	\$155	\$175	\$215	\$240
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	\$100	\$115	\$135	\$155	\$175	\$215	\$240
PLANNER Community, Transportation	\$95	\$105	\$120	\$135	\$150	\$190	\$230
SOFTWARE DEVELOPER	\$100	\$125	\$150	\$175	\$200	\$225	\$250
GIS PROFESSIONAL Geographic Information Systems	\$90	\$100	\$115	\$130	\$145	\$180	\$210
TECHNICAL CONSULTANT IT & CADD Consulting	\$90	\$110	\$125	\$135	\$145	\$155	\$175
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	\$72	\$77	\$82	\$82	\$102	\$115	\$135
CONSTRUCTION OBSERVER	\$70	\$75	\$80	\$90	\$105	\$120	\$160
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	\$55	\$65	\$70	\$75	\$85	\$105	\$125
ADMINISTRATIVE PROFESSIONAL Administrative, Marketing, Technical Writing	\$105	\$115	\$125	\$140	\$160	\$210	\$235
ADMINISTRATIVE ASSISTANT	\$55	\$65	\$75	\$85	\$95	\$105	\$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing, and Binding – As Invoiced at cost of labor and materials.

Courier / Delivery Service – As Invoiced by provider.

Mileage – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.

Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus \$0.10 per mile.

Per Diem / Travel – Field personnel in accordance with the latest GSA Schedule based on location of service.

Office / Professional staff travel costs, meals and lodging will be billed at cost.

Survey Equipment Charge – \$25.00/Hour.

Survey Material Charge – \$2.00/Hour.

Expert Witness – Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

Other Direct Project Expenses – At Cost.

Overtime – Performed upon request of the client; will be Invoiced at 1.50 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax – Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

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

THIS Agreement, made this 24th day of October 2019 (effective date) by and between Village of Magdalena hereinafter referred to as the OWNER, and Bohannon Huston, Inc. hereinafter referred to as the ENGINEER. This contract expires on ____.

The OWNER intends to construct a Project consisting of the completion of a single water supply well to provide additional supply for the Village of Magdalena. The Village is also considering the need to replace the Trujillo Well. A replacement well would be located within 100 feet of the Trujillo Well.

in Socorro 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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ATTACHMENTS

- ☒ Attachment I – Insurance - required
- ☐ Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be Not Applicable calendar days from Authorization to proceed date.
This phase expires on _____.
- ☒ Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This _____ day of October, 2019
Contract Time shall be 180 calendar days from Authorization to proceed date. This
phase expires on _____.

- ☒ Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This _____ day of October, 2019
Contract Time shall be 180 calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ 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 _____.
- ☐ _____

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 one hundred dollars (\$100.00) per day (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 for more than thirty (30) percent of the total phased compensation due to the ENGINEER and Attachments without prior written approval of the OWNER and funding agency.

We will need to request approval of this item; add language to the cover letter.

12. Insurance

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

13. Environmental Condition of Site

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

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

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

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

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

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

Agreement.

14. Mutual Waiver

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

15. Independent Contractor

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

16. Equal Employment Opportunity

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

17. Gratuities

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

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

18. Covenant Against Contingent Fees

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

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

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

20. Remedies

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

21. Assurance Against Debarment

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

SECTION B –ENGINEERING SERVICES

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

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

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

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

☐ None

☐ 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 Richard Rumpf
Title Mavor, Village of Magdalena

By: _____ Date: _____
ENGINEER
Type Name Todd Burt
Title Sr. Vice President
Address 7500 Jefferson St. NE
Albuquerque, NM 87109

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

ATTACHMENT I – Insurance

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



BOHAHUS-01

BMOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2019

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

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

PRODUCER License # 0787776
HUB International Insurance Services (NM)
7770 Jefferson Street NE, Suite 101
Albuquerque, NM 87109

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS:

INSURED

Bohannon Huston, Inc.
7800 Jefferson St. NE
Albuquerque, NM 87109-4336

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	29424
INSURER B: Hartford Fire Insurance Company	19682
INSURER C: New Mexico Mutual Casualty Company	40627
INSURER D: Advantage Workers Compensation Insurance Company	40517
INSURER E: Continental Casualty Company	20443
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADOL	BLDR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$0	X	X	34UUNZG0204	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	34UENZG0117	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34XHUVT9367	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	70812	8/1/2019	8/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Worker's Compensation			3483893	8/1/2019	8/1/2020	Per Statute \$ 1,000,000
E	Prof/Poli Liability			AEH28836977	8/1/2019	8/1/2020	\$4 Agg/100,000 Ded \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / USES: (See ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 24th day of October, 2019 (effective date) by and between the Village of Magdalena, the OWNER, and Bohannon Huston, Inc., the ENGINEER, the OWNER and ENGINEER agree this _____ day of October, 2019 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

- A. Perform or provide the following tasks and/or deliverables:
See attached EXHIBIT B.1 – DESIGN SERVICES SCOPE OF WORK
- B. Cost Proposal – Include hourly breakdown for each task
See attached Exhibit B.2 - DESIGN PHASE SERVICES FEE
- C. Reimbursable Expense Schedule
See attached hourly rate sheet dated July 1, 2019
- D. Contract Time shall be 180 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by _____ (DATE). If design phase services have not been completed and accepted by _____ the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

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

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$149,133.87, excluding gross receipt tax.

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

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

4. Signatures

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

By: _____ Date: _____

OWNER

Type Name Richard Rumpf

Title Mayor, Village of Magdalena

By: _____ Date: _____

ENGINEER

Type Name Todd Burt

Title Sr. Vice President

Address 7500 Jefferson St. NE

Albuquerque, Nm 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____



**Exhibit B.1. Design Phase Scope of Services
Village of Magdalena – Supplement Water Supply Well**

PROJECT DESCRIPTION

The Scope of Services for the Village of Magdalena supplemental water supply well includes the completion of a single water supply well to provide additional supply for the Village of Magdalena. In prior years, the Village has had issues with providing service to their residences when the Trujillo Well is not in service. The supply available from the Benjamin and Spears well are not sufficient to meet the demands of the community. This unanticipated situation lead the Village to recognize there was a deficiency in the supply for their community which needs to be addressed.

This Scope of Services provides tasks through the design phase of this project for the well drilling activities. This work will be accomplished with DWSRF funds available for the project. A separate Scope of Work will be provided for the Well Equipping services once the well has been completed.

ENGINEERING SCOPE OF SERVICES

Task 1 – Project Management and Communication

Objective: This task consists of team communication, coordination, meetings, and project administration and management for the project. The Engineer will conduct a Project Kickoff Meeting with the Village and other stakeholders to obtain additional project information, Village and stakeholder input, and to develop critical success factors for design and implementation of the Project. The Project Kickoff Meeting will also serve as a design workshop with the Engineer's team and the Village's staff.

Design Review meetings will be held at the Village's offices and will include representatives that may have express interest in the project development. Bi-weekly conference calls will focus on action items and items critical to the project schedule. The Engineer will also provide the Village with monthly progress reports summarizing project technical status. These reports will include progress made, problems resolved, anticipated problem areas and recommended solutions, and upcoming activities which will be submitted with the monthly invoice.

Other project management activities that will be performed under this task are management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

1. The duration of project management includes a design phase of six (6) months.
2. The Project Kickoff Meeting will be held at the Village's offices with Village staff, project manager and project engineer, and subconsultants (if needed).

3. Review meetings will be held at the Village's office, unless otherwise agreed upon by the parties, and are included in other Tasks within this scope of work.
4. Design phase bi-weekly progress meetings will be conducted via conference call.
5. Monthly Progress Reports will be provided with monthly invoices.

Deliverables:

- Kick-off meeting agenda, presentation, and meeting minutes
- Monthly progress reports – delivered via e-mail
- Monthly progress meeting agenda and minutes
- Monthly Invoices for Engineer's services

Task 2 – Pre-Design Phase Services and Permitting

Objective: As a subcontractor to BHI, JSAI will prepare a Hydrogeologic Assessment and Report for this project. The goal of the report shall be to review the hydrogeologic conditions within the project area as well as obtain additional information from the existing wells. Constant rate pumping tests shall be performed at the Benjamin, Spears, and Trujillo Wells to collect additional data on the aquifer which will be analyzed to determine properties of the aquifer. Water quality samples shall also be collected and analyzed for constituents that may alter the design specifications of the well construction or are of a health and safety concern to the residents. Additional field testing shall also be conducted during this phase to further define the location of the fault within this area due to its impact on potential well production. With this information, JSAI shall identify three (3) potential well sites the Village may consider as possibilities for the supplemental well site. All three (3) selected sites shall be included as exploratory borings during the design phase of the project.

To meet the NEPA requirements for the project, an Environmental Information Document (EID) will be prepared to meet the requirements of the Federal funding obtained for this project. The scope of the EID will include all three (3) selected well sites along with the proposed transmission line alignments for each of the site. The EID will recognize that only one of the three (3) sites will ultimately be incorporated into the water system but the final selection will not be known until after the exploratory boring(s) are completed. The EID process will include a public meeting to discuss the project with the community and request comments from the public. Field investigations including archaeological and biological surveys will be conducted for the three (3) alternates considered for this project.

Approach: ENGINEER will provide the following services:

1. Prepare a Hydrogeologic Report to identify three (3) potential well locations.
2. Prepare an Environmental Information Document (EID) Report.
3. Attend a single (1) public meeting after the three (3) selected well sites have been identified with the Village.

Assumptions:

1. Village shall provide all existing documentation on the existing wells that is available (i.e. well records, OSE documentation, metering data, water quality testing, etc.).
2. For sites not on Village owned property, the Village shall work with the property owner to obtain access to the site to complete investigations to complete the preparation of the report(s).
3. An OSE permit for exploratory well(s) shall be submitted to the OSE.
4. A single public meeting will be held once the three (3) selected well sites have been determined.
5. Additional Information on the JSAI and Pathfinder Scope and fee can be found in the documents attached to this exhibit.

Deliverables

- Hydrogeologic Investigation Report
- Environmental Information Document (EID) Report

Task 3. Design Phase Services (60, 95, 100% Submittals)

Objective: This initial design phase of the project will be to develop contract documents for the drilling of up to three (3) exploratory wells for the project. The exploratory wells will be monitored during the drilling operations and field data shall be collected to log the soils encountered during the drilling operation. The information will be used to identify which one (1) of the borings shall be used for completion of the Supplemental Well location. The selected location shall be completed as the Supplement Well for the Village of Magdalena. The well completion criteria shall be included within the plans and specifications for the bidding of this project, however, the criteria will likely be modified once the analysis of the exploratory borings is complete.

Approach: BHI will perform services throughout this period as follows:

1. Preparation of plans to complete the following:
 - a. Title Sheet
 - b. General Notes Sheet
 - c. Overall Site Layout
 - d. Well Completion Details
2. The New Mexico Standard Specifications for Public Works Construction (NMPWSS) shall be referenced as the Standard Specifications for the project.
3. BHI shall provide Supplemental Specification for special or unique equipment or criteria required for the construction of this project.
4. BHI shall provide a bid proposal form to be used during the bidding phase of the project.

Assumptions:

1. The exploratory well shall be located on Village owned land or the Village will work with property owners to obtain a Temporary Easement for the completion of the exploratory well drilling. If necessary, the Village shall also work with the property owner to either acquire property or obtain an easement for the final well site location.
2. The documents shall be prepared for Well Completion only. Equipping of the well and also electrical extensions (if needed) shall occur under a separate Task Order once the final location of the well is determined.
3. The Standard Specifications for the project shall be the New Mexico Public Works Standard Specifications.

Deliverables

- 60% Design Plans and Specifications to include the following:
 - Title Sheet
 - General Notes Sheet
 - Overall Site Layout
 - Well Completion Details
- Meeting to Discuss 60% Review Comments
- 95% Design Plans and Specifications to include the following:
 - Incorporation of comments from 60% submittal
 - Final Plans and Specs
 - Final Specifications and Contract Documents
 - Final Cost Estimate
 - PDF copy submitted to VoM for review
- Meeting to Discuss 95% Review Comments
- 100% Plans and Specifications
 - Incorporation of comments from 95% submittal
 - Stamped Plans (Including PDF copy) for use during the bidding phase of the project

**Village of Mapleton
Supplemental Water Supply Well
Bohannon Hunter Inc - Proposal Fee and Manhour Estimate
B.2 - Design Phase Services
24-Oct-16**

	Engr. 7	Engr. 8	Engr. 9	Engr. 1	Specialist 3	Asst. 4	Total	Fixed Costs	Survey	Sub Consultants	Total
Fee Schedules Rates	\$342.00	\$219.00	\$135.00	\$101.00	\$82.00	\$95.00			for Other Groups		
1 Project Management and Communication											
a. Kick-off Meeting	2	8		8			18				\$3,000.00
b. 10-Week Teleconference Coordination (12 hrs)	8	24					24				\$8,000.00
c. Funding Administration	2	8					4				\$1,342.00
TOTAL TASK 1	10	38	0	8	0	0	44	\$	\$	\$	10,640.00
2 Pre-Design Phase Services and Permitting											
a. Preliminary Investigation (P&A)	1	8		8			17			\$70,820.00	\$70,820.00
b. Review T1 Alignments / Define Project Limits		4		8			12				\$1,690.00
c. Environmental Information Document (EID)	1	4		4			8			\$35,742.87	\$32,242.87
d. Public Meeting (1)	2	8		16			26	\$200.00			\$4,250.00
							0				\$0.00
TOTAL TASK 2	4	24	0	36	0	0	84	\$	\$	101,362.87	\$111,332.87
3A Preliminary Design Phase											
a. Pre-Design Meeting (in Task 1 - Kick Off Meeting)							0				\$0.00
b. Construction Drawings				2	4		7				\$741.00
c. Title Sheet / General Notes		1		2	4		7				\$1,271.00
d. Overall Site Layout		1		2	4		7				\$1,432.00
e. Well Completion Diagrams	2	2		12	16		32				\$3,100.00
f. Specifications and Contract Documents	2	4		8	12		26				\$830.00
g. Civil Estimate		2		4	8		14				\$240.00
h. Review Meeting with VAM	1	8		8			19	\$250.00			\$2,770.00
i. QA/QC	1	8		8	2		19				\$2,304.00
TOTAL TASK 3A	6	29	0	40	36	16	127	\$	\$	\$	14,886.00
3B Final Design Phase											
a. Pre-Design Meeting (in Task 1 - Kick Off Meeting)							0				\$0.00
b. Construction Drawings		1		2	2		5				\$570.00
c. Title Sheet / General Notes		1		2	2		5				\$570.00
d. Overall Site Layout		1		2	4		7				\$763.00
e. Well Completion Diagrams	1	2		4	4		11				\$1,410.00
f. Specifications and Contract Documents		1		2	4		7				\$410.00
g. Civil Estimate		1		2	4		7				\$140.00
h. 95% Submittal to VAM		2		8			10				\$2,530.00
i. Review Meeting with VAM for 95% submittal	1	4		4	8		17				\$2,150.00
j. Incorporate Comments for 95% Submittal											\$0.00
k. 100% Submittal to VAM											\$0.00
l. QA/QC	4	1		1	2		8	\$250.00			\$1,525.00
m. Submittal to NMED Drinking Water Quality Bureau		4		2	2		10				\$1,280.00
TOTAL TASK 3B	6	23	0	27	18	14	88	\$	\$	\$	12,661.00
Subtotal	23	108	0	113	48	30	313	\$	\$	101,362.87	\$149,133.87
PMGRY @ 1.875%											\$11,744.39
TOTAL PROJECT FEE WITH PMGRY											\$ 160,878.18

**BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
JULY 1, 2019**

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	\$100	\$115	\$135	\$155	\$175	\$215	\$240
SURVEYOR	\$100	\$115	\$135	\$155	\$175	\$215	\$240
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	\$100	\$115	\$135	\$155	\$175	\$215	\$240
PLANNER Community, Transportation	\$95	\$105	\$120	\$135	\$150	\$190	\$230
SOFTWARE DEVELOPER	\$100	\$125	\$150	\$175	\$200	\$225	\$250
GIS PROFESSIONAL Geographic Information Systems	\$90	\$100	\$115	\$130	\$145	\$180	\$210
TECHNICAL CONSULTANT IT & CADD Consulting	\$90	\$110	\$125	\$135	\$145	\$155	\$175
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	\$72	\$77	\$82	\$92	\$102	\$115	\$135
CONSTRUCTION OBSERVER	\$70	\$75	\$80	\$90	\$105	\$120	\$180
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	\$55	\$65	\$70	\$75	\$85	\$105	\$125
ADMINISTRATIVE PROFESSIONAL Administrative, Marketing, Technical Writing	\$105	\$115	\$125	\$140	\$160	\$210	\$235
ADMINISTRATIVE ASSISTANT	\$55	\$65	\$75	\$85	\$95	\$105	\$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing, and Binding – As Invoiced at cost of labor and materials.

Courier / Delivery Service – As Invoiced by provider.

Mileage – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.

Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus \$0.10 per mile.

Per Diem / Travel – Field personnel in accordance with the latest GSA Schedule based on location of service.

Office / Professional staff travel costs, meals and lodging will be billed at cost.

Survey Equipment Charge – \$25.00/Hour.

Survey Material Charge – \$2.00/Hour.

Expert Witness – Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

Other Direct Project Expenses – At Cost.

Overtime – Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax – Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 24th day of October, 2019 (effective date) by and between the Village of Magdalena, the OWNER, and Bohannon Huston, Inc., the ENGINEER, the OWNER and ENGINEER agree this _____ day of October, 2019 (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:

See attached EXHIBIT C.1 – CONSTRUCTION SERVICES SCOPE OF WORK

B. Cost Proposal – Include hourly breakdown for each task

See attached EXHIBIT C.2 - CONSTRUCTION SERVICES FEE

C. Reimbursable Expense Schedule

See attached hourly rate sheet dated July 1, 2019

D. Contract Time shall be 180 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by _____ (DATE). If construction phase services have not been completed and accepted by _____ the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

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

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$91,511.00, 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 \$72,491.00, 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 Richard Rumpf
Title Mayor, Village of Magdalena

By: _____ Date: _____
ENGINEER
Type Name Todd Burt
Title Sr. Vice President
Address 7500 Jefferson St. NE
Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

Exhibit C.1 Construction Phase Services Village of Magdalena – Supplement Water Supply Well

Task 4: Bidding Phase

Objective: To provide bidding phase services to meet all OWNER and funding agencies procurement requirements.

Approach: ENGINEER will provide the following services:

1. Prepare advertisement of Request for Bid to Contractors.
2. BHI will place newspaper advertisement in local paper.
3. Conduct pre-bid meeting at Village or BHI office to discuss project.
4. All project construction document distribution will be accomplished using a BHI On-line Management website called "Project Tracking and Bidding Process". All prospective bidders and plan rooms will access electronic files for their reproduction use at bidder's expense. Website will require bidders to log into for access and will record a plan holders list. All bidder clarification inquiries on construction documents will be recorded and responded accordingly in contract addenda issued through the website. All communication will be managed internally through the website.
5. BHI will attend the Bid Opening at Village's office.
6. Tabulate bids within a summary sheet and determine bidder qualifications have been met.
7. Advise OWNER as to any irregularities in any bid proposal.
8. Prepare a recommendation of award letter to the OWNER for review and concurrence by OWNER.
9. Prepare Notice of Award, Agreement, and Bonds and coordinate execution of agreements by OWNER, the contractor, and the funding agency.

Assumptions:

1. ENGINEER shall attend one (1) pre-bid meeting, including site tour.
2. ENGINEER shall attend one (1) bid opening meeting.
3. ENGINEER shall respond to all bidder questions in an addendum format.

Deliverables:

1. Notarized certification of the newspaper advertisement
2. Addenda to be distributed by ENGINEER
3. Bid Tabulation
4. Award recommendation letter

Task 5: Construction Phase

Objective: To provide Engineer services during the Construction Phase, including review of the Contractor's submittals, responding to requests for information (RFIs), and special site visits.

Approach: Construction phase services shall include the following items:

1. Conduct a pre-construction conference.
2. Make periodic visits to the site at such times (1 per month) as appropriate during the progress of the work to observe the progress and quality of the work and advise the Village accordingly.
3. Project will use BHI Project Tracker for construction administration management.
4. Provide RPR services with Full Time Observations during the construction activities. The RPR services shall be during the drilling of the well and conducted by the hydrogeologist as part of the team.
5. Review Contractor's Pay Applications and certify recommendations for payment.
6. Render interpretations of documents as necessary.
7. Review Contractor's Submittals for conformance with Design Concept and Contract Documents.
8. Prepare Change Orders as necessary to facilitate minor changes on work as required by field conditions.
9. Coordinate and conduct Final Inspection and obtain all written warranties and related documents as required by the Contract Documents.
10. Modify the original reproducible drawings delineating recorded as-built conditions provided by the contractor.
11. Coordinate and conduct 11-month warranty review.

Assumptions:

1. Record drawings from the Contractor shall be scanned and provided in PDF format to the Owner.
2. A maximum of six (6) site visits will be required by the ENGINEER.
3. Assumed construction duration is 180 days.
4. Full time inspection shall be completed by JSAI during the drilling of the exploratory borings.

Deliverables:

1. Copy of all Submittals.
2. Contractor pay request.
3. Change Orders as required.
4. Well Completion Report
5. Record Drawings

Task 6: Additional Services – Bidding and Construction Phase Services (Drilling of Replacement Trujillo Well)

Objective: To provide Engineer services during the Bidding and Construction Phase, including review of the Contractor's submittals, responding to requests for Information (RFIs), and special site visits. This Task is specifically for drilling of a new replacement well within 100 feet of the existing Trujillo Well

Approach: Bidding and Construction phase services shall be consistent with the items identified in Task 4 and 5 within this exhibit.

Assumptions:

1. Record drawings from the Contractor shall be scanned and provided in PDF format to the Owner.
2. A maximum of six (6) site visits will be required by the ENGINEER.
3. Assumed construction duration is 180 days.
4. Full time inspection shall be completed by JSAI during the drilling of the exploratory borings.
5. The design plans and contract documents will be the same for both the replacement well and the supplemental well. The design phase services in Exhibit B shall be completed separate from this Task.

Deliverables:

1. Copy of all Submittals.
2. Contractor pay request.
3. Change Orders as required.
4. Well Completion Report
5. Record Drawings
6. OSE permit for a Replacement Well Application

**Village of Nagelands
Supplemental Water Supply Well
Bokanan Huron Inc - Proposal Fee and Hour Estimate
C.J. - Construction Phase Services
25-Oct-19**

	Eng. 7	Eng. 6	Eng. 5	Eng. 4	Specialist 3	Asst. 4	Total	Fixed Costs	Survey	Sub Consultants	Total
Fee Schedules Rates	\$240.00	\$219.00	\$129.00	\$109.00	\$83.00	\$65.00					
4. Bidding Phase - L8											
a. Bidder Questions and Answers	1	4		4			9	\$210.00			\$1,750.00
b. Pre-Bid conference and Bid Opening	1	20		8			29				\$4,400.00
c. Bid Evaluation and Recommendation of Award	1	4		8			13				\$1,700.00
TOTAL TASK 4	3	28	0	20	0	0	31	\$210.00	\$ -	\$ -	\$6,850.00
5. Construction Phase - L8											
a. Pre-Construction Conference	2	8		8			18				\$2,000.00
b. Submittal Processing		4		8			12				\$2,340.00
c. Monthly Progress Meetings (Assumes 8)		12		48			60				\$7,560.00
d. On-Site Percent Complete Verification (Assumes 8 at same time as monthly meetings)							8				\$0.00
e. RPH Services (Full Time On-Site Inspection) - 25A							2			\$40,140.00	\$40,140.00
f. Pay Estimate Certification		2		12			14				\$2,210.00
g. Project Management		12		4			16				\$2,580.00
h. Record Drawings and Close Out Documents	1	2		4			7				\$1,120.00
i. 11-Month Warranty Inspection (not included)							1				\$0.00
TOTAL TASK 5	3	40	0	72	0	0	103	\$ -	\$ -	\$ -	\$88,050.00
Subtotal	6	68	0	92	0	0	134	\$ 210.00	\$ -	\$ -	\$94,900.00
MARKET @ 7.47%											\$7,306.49
TOTAL PROJECT FEE WITH MARKET											\$ 102,206.49
6. Additional Services (Replacement Well Drilling with Equipment) - L8M											
6A. Bidding Phase Services											
a. Bidder Questions and Answers	1	4		4			9				\$1,000.00
b. Pre-Bid conference and Bid Opening	1	10		8			19				\$2,400.00
c. Bid Evaluation and Recommendation of Award	1	4		8			13				\$1,700.00
6B. Construction Phase Services											
a. Pre-Construction Conference	2	8		8			18				\$2,000.00
b. Submittal Processing		4		8			12				\$2,340.00
c. Monthly Progress Meetings (Assumes 8)		12		48			60				\$7,560.00
d. On-Site Percent Complete Verification (Assumes 8 at same time as monthly meetings)							8				\$0.00
e. RPH Services (Full Time On-Site Inspection) - 25A							2			\$40,140.00	\$40,140.00
f. Pay Estimate Certification		2		12			14				\$2,210.00
g. Project Management		12		4			16				\$2,580.00
h. Record Drawings and Close Out Documents	1	2		4			7				\$1,120.00
i. 11-Month Warranty Inspection (not included)							1				\$0.00
TOTAL TASK 6	6	38	0	76	0	0	122	\$ -	\$ -	\$ -	\$90,750.00
Subtotal	12	106	0	168	0	0	256	\$ -	\$ -	\$ -	\$183,656.49
MARKET @ 7.47%											\$13,704.47
TOTAL ADDITIONAL SERVICES FEE WITH MARKET											\$ 207,360.96

**BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
JULY 1, 2019**

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	\$100	\$115	\$135	\$155	\$175	\$215	\$240
SURVEYOR	\$100	\$115	\$135	\$155	\$175	\$215	\$240
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	\$100	\$115	\$135	\$155	\$175	\$215	\$240
PLANNER Community, Transportation	\$95	\$105	\$120	\$135	\$150	\$190	\$230
SOFTWARE DEVELOPER	\$100	\$125	\$150	\$175	\$200	\$225	\$250
GIS PROFESSIONAL Geographic Information Systems	\$90	\$100	\$115	\$130	\$145	\$180	\$210
TECHNICAL CONSULTANT IT & CADD Consulting	\$90	\$110	\$125	\$135	\$145	\$155	\$175
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	\$72	\$77	\$82	\$92	\$102	\$115	\$135
CONSTRUCTION OBSERVER	\$70	\$75	\$80	\$90	\$105	\$120	\$160
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	\$55	\$65	\$70	\$75	\$85	\$105	\$125
ADMINISTRATIVE PROFESSIONAL Administrative, Marketing, Technical Writing	\$105	\$115	\$125	\$140	\$160	\$210	\$235
ADMINISTRATIVE ASSISTANT	\$55	\$65	\$75	\$85	\$95	\$105	\$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing, and Binding – As invoiced at cost of labor and materials.

Courier / Delivery Service – As invoiced by provider.

Mileage – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.

Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus \$0.10 per mile.

Per Diem / Travel – Field personnel in accordance with the latest GSA Schedule based on location of service.

Office / Professional staff travel costs, meals and lodging will be billed at cost.

Survey Equipment Charge – \$25.00/Hour.

Survey Material Charge – \$2.00/Hour.

Expert Witness – Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.

Other Direct Project Expenses – At Cost.

Overtime – Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax – Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.



October 16, 2019

Todd Burt, P.E.
Senior Vice President Water Resources
Bohannon Huston, Inc.
7500 Jefferson Street NE
Albuquerque, New Mexico 87109

tburt@bhinc.com

Re: Scope of work and cost estimate for hydrogeologic services relating to location, construction oversight, and testing of a new supply well, Village of Magdalena, New Mexico

Dear Todd:

John Shomaker & Associates, Inc. (JSAI) is pleased to provide this scope of work and cost estimate for Professional Hydrogeologic Services consisting of subsurface investigation and well siting, developing well drilling specifications, oversight of exploratory well drilling and aquifer testing, and oversight of drilling, construction, and test pumping of a new production well for the Village of Magdalena (Village), New Mexico. The proposed well is intended to serve as a redundant potable water supply well for the Village. The Village water system is currently served primarily by the Trujillo Well, which is reported to produce 180 gallons per minute (gpm). The Benjamin and Spears wells are each reported to supply 75 gpm.

Our proposed scope of work and estimated project costs are provided below.

Hydrogeologic Investigation for Well Siting Study and Development of Drilling Specifications

Our proposed scope of work includes:

- Attend kickoff meeting in Magdalena
- Review of published and unpublished hydrogeologic data
- Field mapping and reconnaissance including gauging area wells
- Geophysical investigation to determine trace of Magdalena Fault
- Conduct 1,000-minute constant rate pumping tests on Benjamin, Spears, and Trujillo wells, and assist contractor in collecting water quality samples
- Provide Technical Memorandum including summary of hydrogeologic research and interpretation, with 3 potential supply well installation sites, prioritized on basis of hydrogeology and proximity to infrastructure
- Prepare exploratory well permit applications
- Attend one meeting to present the Technical Memorandum to the Village

- Development of drilling specifications for exploratory and production well, including allowable drilling methods, materials of construction, plumbness and alignment, well completion methods, development procedures, test pumping and data collection, and water-quality sampling
- Support of bid process, including respondent information requests, bid evaluation, and drilling contractor selection
- Support of NEPA process for potential well locations
- Participate in pre-bid and pre-construction meetings

Installation Oversight and Testing of Exploratory Boreholes and Data Interpretation

Our proposed scope of work includes:

- Provide oversight (anticipated 12 hours per day, 3 days per borehole) during the drilling of up to 3 exploratory boreholes
- Lithologic description of drill cuttings
- Monitor and document water production during drilling
- Interpret geophysical logs
- Provide oversight and document the installation of test pump and appurtenances
- Direct and document development, and data collection during pumping tests
- Provide Draft and Final Technical Memorandum summarizing project, well completion details, interpretation of pumping test data, calculation of estimated aquifer hydraulic properties, and recommend location for production well
- Review contractor submittals throughout the project
- Provide daily project updates via email

Installation Oversight and Testing of Supply Well, Data Interpretation, and Final Report

Our proposed scope of work includes:

- Provide full-time oversight (24 hours per day, anticipated 3 days) during the reaming of the production borehole
- Provide final recommendations for screen setting, screen slot size, filter-gravel gradation, and other well construction details
- Provide full-time oversight and document the installation of the well casing and filter gravel, and part-time oversight (8 hours per day, anticipated 3 days) during installation of annular seal
- Provide part-time oversight and direct work associated with well development and pumping tests, and assist contractor with collection of water quality samples
- Provide 90-percent complete well report, and final well report summarizing project, interpretation of pumping test data, calculation of aquifer hydraulic properties, recommendations for pump setting and maximum pumping rate, review and summary of water-quality data, and well as-built completion diagram.
- Attend one meeting to present well report data to the Village

JSAI Professional Hydrogeologic Services	Estimated Cost
Hydrogeologic Investigation and Well Siting Study and Development of Drilling Specifications <small>* includes \$23,280 for geophysical investigation, JSAI and subcontractor costs</small>	\$64,200*
Installation Oversight and Testing of Exploratory Boreholes and Data Interpretation	\$29,900
Installation Oversight and Testing of Supply Well, Data Interpretation, and Final Report	\$27,500
Total (does not include NM gross-receipts tax)	\$121,600

JSAI Additive Alternate Item	Estimated Cost
Hydrogeologic Services For Replacement of Trujillo Well, Including Field Oversight, Testing of Supply Well, Data Interpretation, and Final Report	\$41,900*

* does not include NM gross-receipts tax

Our estimated cost for the proposed scope of work is \$121,600 plus applicable New Mexico gross-receipts tax. An additive alternate estimate for hydrogeologic services related to replacement of the Trujillo Well is estimated at \$41,900. We would invoice at time and material rates. In the event that unforeseen conditions arise that could increase the costs of our field services, we will notify you immediately. Unforeseen conditions could include abnormally difficult drilling conditions, borehole deviation problems, loss of drilling tools or drill pipe in the borehole, lost-circulation, pump failure, re-drilling of failed boreholes, etcetera. Preparation of exploratory well applications does not include any related mediation, development of hearing documents, or testifying at hearings or other similar activities.

We look forward to working with you on this project. Please contact me if you have any questions or comments.

Sincerely,

JOHN SHOMAKER & ASSOCIATES, INC.



Andrew P. Feltman, CPG, PG
Senior Hydrogeologist

APF:af

PATHFINDER ENVIRONMENTAL, LLC

City of Magdalena, Water Well Project

City of Magdalena, New Mexico

ENVIRONMENTAL COST PROPOSAL

October 23, 2019

WORK TASK	TASK LEADER		HOURS PER TASKS	AMOUNT PER TASK
	Krista Dearing	Deynn Kennermore		
	Project Manager, Senior Environmental Scientist	President, Senior Environmental Specialist, Biologist		
Task 1 (T1) - Administration				
1. Contract Administration	0	4	4	
2. Project Kickoff Meeting	5	5	10	
3. Project Team Meetings, Coordination, Management	24	16	40	
Task 1 (T1) - Administration Total:	29	25	54	\$ 4,775.00
Task 2 (T2) - Prepare Environmental Information Document				
1. Conduct Biological Review for Protected Species	0	16	16	
2. Conduct Research and Literature Review for Draft EID	40	0	40	
3. Prepare Draft EID	60	0	60	
4. Prepare Final EID	8	0	8	
5. EID QA/QC	0	4	4	
Task 2 (T2) - Prepare Environmental Information Document Total:	108	20	128	\$ 12,300.00
Task 3 (T3) - Public and Agency Scoping				
1. Prepare and Mail Agency and Tribal Scoping Letters	8	0	8	
2. Prepare and Publish Advertisement for Public Meeting	8	0	8	
3. Preparation for Public Meeting	12	0	12	
4. Conduct Public Meeting	8	0	8	
5. Prepare Public Meeting Summary	6	0	6	
Task 3 (T3) - Public and Agency Scoping Total:	42	0	42	\$ 4,200.00
Total Labor:				\$ 21,275.00

OTHER DIRECT COSTS

AMOUNT

Reproduction	\$100.00
Postage/Mailings/Meeting Advertisements (1 public meeting)	\$1,000.00
Mileage	\$400.00
Archaeological Subconsultant	\$4,673.06
GIS Mapping Services	\$500.00

Other Direct Costs Subtotal: \$4,673.06 Subtotal: \$27,948.06

NMGRT (exempt): \$0.00

TOTAL: \$27,948.06

PROPOSAL:

Pathfinder Environmental, 1800 Old Pecos Trail, Suite E, Santa Fe, NM 87505

Tel: 505.699.5175

Assumptions:

- An Environmental Information Document will be required for this project.
- The NMFA DWSRF SERP will be followed to complete the environmental process for this project.
- No NMDOT involvement at this time.
- Noise analysis and air quality technical reports will not be prepared.
- Permitting from the US Army Corps of Engineers will not be required.
- No wetlands or riparian areas are located within the study areas.
- No prime or unique farmland or farmland of statewide or local importance will be impacted.
- No federal or State protected species are present within the study areas.
- No hazardous materials are present in the study areas that would require an Initial Site Assessment or higher level review.
- One public meeting will be held.
- The NEPA level for the project will be an Environmental Assessment and FONSI.
- The project footprint consists of three (3) 100' x 100' square sites located within 1 mile of the "Steer Tank" east of Magdalena, plus a 50'-wide transmission corridor up to 2500' long for each potential well site.
- A Class III 100 percent pedestrian archaeological survey with a 25' buffer of the study areas will be required.
- Cultural resources will likely be discovered; therefore, a positive finding report form is the anticipated level of effort for reporting.
- HPD/SHPO will be the reviewing agency.
- The cost does not include any cultural resource monitoring or mitigation efforts that may ultimately be required for this project, or the production of monitoring/mitigation plans associated with these efforts. If needed, monitoring and/or mitigation would take place under a separate contract.
- The public meeting will be held in a facility that does not require user fees.
- Client to issue a Type 5 NTTC to Pathfinder to exempt from NMGRT.

City of Magdalena Well Project – Environmental Scope of Services

Pathfinder Environmental, LLC (Pathfinder) proposes to provide the following services to complete the environmental compliance requirements for the Magdalena Well Project. The project will be funded by the Drinking Water State Revolving Fund (DWSRF) co-administered by the New Mexico Finance Authority (NMFA) and the New Mexico Environment Department (NMED). DWSRF funds are originated by the US Environmental Protection Agency (EPA). This federal nexus triggers the need for compliance with the National Environmental Policy Act (NEPA). NMFA is responsible for completing the NEPA compliance process for DWSRF funded projects. Pathfinder anticipates that this project will not qualify for NEPA compliance under a Categorical Exclusion (CE) because the new well is not expected to be co-located with the existing well. Therefore, it is most likely that an Environmental Assessment (EA) will need to be prepared to support a Finding of No Significant Impact (FONSI). The NMFA uses the 2009 version of the State Environmental Review Process (SERP) to complete the NEPA requirements for DWSRF-funded projects.

In order to complete the SERP as early in the project as possible, Pathfinder will prepare a comprehensive Environmental Information Document (EID) that considers the potential environmental effects of three different potential well locations with associated 100 foot by 100 foot well pads and up to 2500 feet of transmission lines to tie each potential well location back to the existing system. Pathfinder will conduct biological and archaeological surveys of the proposed well sites and transmission corridors and prepare the associated reports describing the potential effects of the project on protected cultural and biological resources. The information from these reports will be incorporated into the EID along with a review of potential effects to land use, floodplains, wetlands, water resources, air quality, socioeconomic resources, environmental justice, and other resources as applicable to the project.

The draft EID will be submitted to NMFA for review and comment. Simultaneously, Pathfinder will consult with various State and federal agencies and Native American tribes that are potential stakeholders to identify any concerns they may have about the project. Pathfinder will also prepare for a local public meeting and advertise it in a local newspaper 45 days in advance. Pathfinder will conduct the public meeting with City officials and project engineers to present the project to the public and take comments. After the meeting, Pathfinder will prepare a summary of public comments to include in the final EID.

Any agency comments received during the 45 day review period will be incorporated into the final EID along with any comments NMFA may have as well. The final EID will be submitted to NMFA for acceptance along with all other supporting documentation prepared for the project. NMFA will then take the EID and use it to prepare the EA and FONSI to complete the NEPA process.



**VILLAGE OF MAGDALENA
ORDINANCE 2019-06**

**AN ORDINANCE PROVIDING FOR THE PERMITTING OF
PAWNBROKERS; IMPOSING FEES; AND ESTABLISHING
PROCEDURES FOR SUSPENSION OR REVOCATION**

WHEREAS, NMSA 1978, Section 56 Article 12 (“The Pawnbrokers Act”) provides that every pawnbroker shall obtain a pawnbroker permit from his local government, in addition to the imposition of fees, standards, reporting requirements, and suspension or revocation procedures.

NOW THEREFORE, BE IT ORDAINED that the Board of Trustees of the Village of Magdalena adopts the following Ordinance pertaining to the permitting of pawnbrokers and establishing procedures for suspension or revocation of permits.

Section 1. DEFINITIONS

- A. Pawnbroker: means a person engaged in the business of making pawn transactions.
- B. Pawnshop: means the location or premises at which a pawnbroker regularly conducts his business.
- C. Pawn Transaction: means either the act between a pawnbroker and a person pledging a good of lending money or extending credit on the security of pledged goods or of purchasing tangible personal property with an express or implied agreement or understanding that it may be redeemed or repurchased by the seller at a stipulated price.
- D. Local Law Enforcement Agency: means the Magdalena Marshal’s Office.

Section 2. APPLICATION OF ADDITIONAL LAWS

- A. Permitted pawnbrokers must comply with all conditions of State and Federal Law that may not be contained within this Ordinance. There are several provisions of the Pawnbrokers Act in particular that are not included in this permitting Ordinance. Failure to so comply may result in suspension or revocation proceedings of the pawn permit.**
- B. Permitted pawnbrokers must register their pawnshop with the Village pursuant to its Business Registration Ordinance.**

Section 3. APPLICATION

- A. Submission of an application will be made on form(s) as promulgated by the Village Clerk/Treasurer and approved by the Mayor.**
- B. At a minimum, each application shall be accompanied by the name, social security number, address, and date of birth of each agent, servant and employee of the applicant engaged in the business of pawn transactions.**
- C. Each application must be accompanied by the yearly permit fee in the amount of \$100.00.**
- D. Each application must be accompanied by proof of execution and delivery of a bond to the Village in the sum of five thousand dollars (\$5,000.00). The bond shall be for the benefit of each and every person damaged by a breach of any condition set forth in the bond. Every pawnbroker shall provide the Village with thirty days' notice in writing of the cancellation of the bond.**

Section 4. PERMIT AND RENEWAL

- A. Permit. A Permit shall issue unless:**
 - i. There is a current suspension or revocation of a prior permit issued to the applicant.**
 - ii. The applicant has been convicted of a felony.**
 - iii. The Application required by Section 3(A) is not complete.**
- B. Responsibilities Upon Obtaining a Permit.**
 - i. Every Pawnbroker must register with the local law enforcement agency and follow the provisions of NMSA Section 56-12-9.**

- ii. Permits must be conspicuously displayed in the pawnbroker's place of business.

C. Renewal of Permit.

- i. Permits shall expire on July 1 of each year and must be renewed by application in writing before that date.
- ii. Changes in agents, servants, or employees must be listed with each renewal application.
- iii. The bond and permit fee required by Section 3 (C) and (D) must be included.

Section 5. SUSPENSION OR REVOCATION OF PERMIT

A. Notice.

- i. The Village may institute proceedings for the suspension or revocation of any permit issued pursuant to this Ordinance upon the filing of a written complaint by the local law enforcement agency or the Attorney General charging the permitted business or any of its employees with having violated any provision of the Pawnbrokers Act or this Ordinance.
- ii. The Village shall serve written notice upon the permit holder of the alleged violation and the date and time of the hearing not more than ten days nor less than five days following the date of notice. Notice may be accomplished by personal service on the permit holder or posting in a conspicuous place at the place of business.

B. Hearing.

- i. A hearing will be held before a quorum of the Board of Trustees.
- ii. The permit holder and any other interested person shall have the right to appear and produce evidence. The rules of evidence shall not apply.
- iii. If violation(s) are found, the Board shall issue, serve upon the permit holder in accordance with Section 5(A)(ii), and file with the Clerk for public inspection its written order within five business days after the hearing.
- iv. The official serving the order shall remove the permit from the premises and deliver the permit to the Clerk/Treasurer.

Section 6. SEVERABILITY

If any section, subsection, sentence, clause, word or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, word or phrase thereof irrespective of the fact that any one or more section, sub-section, sentence, clause, word or phrase thereof be held unconstitutional or otherwise invalid.

Section 7. REPEAL.

Any prior Ordinance concerning the permitting of pawnbrokers is hereby repealed.

PASSED, APPROVED, and ADOPTED this day of , 2019.

Approved:

Richard Rumpf, Mayor

Katherine Stout, General Counsel as to
legal sufficiency

Attested:

Veronica Chavez, Village Clerk/Treasurer

**VILLAGE OF MAGDALENA
POSITION DESCRIPTION**

TITLE: Deputy Marshal

EMPLOYMENT TERM: Full Time

DEPARTMENT: Law Enforcement

EXEMPT/NON-EXEMPT: Exemption for Police Officers

FUNDING SOURCE: General Fund

QUALIFICATIONS:

1. High School Diploma or GED
2. Is at least 18 years of age
3. Must be a certified officer or must complete training equivalent to the certification standards of the New Mexico Law Enforcement Academy and be able to meet the police officer hiring standards for the State of New Mexico under the New Mexico Law Enforcement Academy and New Mexico State Statutes within 12 months of appointment.
4. Possesses a valid driver's license;
5. Has not been convicted or pled guilty to or entered a plea of nolo contendere to any felony charge or, within the three-year period immediately preceding application, to any violation of any federal or state law or local ordinance relating to aggravated assault, theft, DWI, controlled substances or other crime involving moral turpitude and has not received a dishonorable discharge from the armed forces;
6. Must undergo a complete physical and psychological evaluation by a licensed physician and certified psychologist upon hiring;
7. Is of good moral character;

ADDITIONAL PREFERENCES:

1. Twelve months or more of related experience

SUPERVISED BY: Marshal

SUPERVISES: None

PAY RANGE: Grade E on entry without Officer Certification, Grade H with Officer Certification contingent upon appropriations by the Board.

WORKING HOURS: Works 8 hour or longer shifts as determined by supervisor. .

LUNCH HOUR: One hour (flexible)

POSITION GOAL: To enforce local, state and federal codes, ordinances and laws to protect life and property in the Village of Magdalena.

DUTIES & RESPONSIBILITIES:

1. Following Standard Operating Procedures:
 - a. Enforces local, state and federal codes, ordinances and laws; answers emergency and non-emergency calls for assistance from 911 and from the Marshal's dispatcher, providing assistance to the public.
 - b. Performs inspections with follow-ups, reviews and re-inspections, including issuing citations for code/ordinance non-compliance, preparing court case files, appearing in court, obtaining/serving warrants and subpoenas and other documentation as required by policy and procedures.
 - c. Conducts detailed investigations for suspected criminal activity/acts, including securing crime scenes, collecting evidence, interviewing witnesses and suspects/offenders, and completing detailed reports.
2. Communicates with Village residents regarding complaints/issues relating to emergency and non-emergency calls for assistance; resolves issues or refers persons to appropriate personnel for handling; prepares daily activity reports.
3. Maintains agency vehicles, including cleaning, scheduling maintenance, and performing daily inspections to ensure optimal functioning of equipment.
4. Assists with traffic control as needed to provide for safe and convenient flow of vehicular and pedestrian traffic within the community; assists with traffic accidents, enforces traffic laws, reports unsafe road conditions to appropriate personnel.
5. Performs clerical tasks related to the position, including maintaining records of daily activities, and performing data entry to prepare periodic reports and incident case cards.

**VILLAGE OF MAGDALENA
POSITION DESCRIPTION**

6. Attends staff meetings to exchange information; attends technical or professional classes or workshops to maintain certification.
7. Participates in on-call program as required.

EVALUATION: Will be evaluated in accordance with the Village of Magdalena policies and procedures.

ADVANCEMENT OPPORTUNITY: Promotion is dependent on experience, certification, job training availability, job performance, seniority and job opening.

BOARD APPROVED: December 14, 2015

CERTIFICATION

"I have carefully reviewed the above description of the qualifications, duties and responsibilities of this position and certify acceptance of this description as complete and accurate.

Employee

Date

**Village of Magdalena
Salary Scale**

Step Level	Grade A	Grade B	Grade C	Grade D	Grade E	Grade F	Grade G	Grade H	Grade I	Grade J	Grade K	Grade L
1	\$ 8.00	\$ 8.80	\$ 9.68	\$ 10.65	\$ 11.71	\$ 12.88	\$ 14.17	\$ 15.59	\$ 17.15	\$ 18.86	\$ 20.75	\$ 22.82
2	\$ 8.08	\$ 8.89	\$ 9.78	\$ 10.75	\$ 11.83	\$ 13.01	\$ 14.31	\$ 15.75	\$ 17.32	\$ 19.05	\$ 20.96	\$ 23.05
3	\$ 8.16	\$ 8.98	\$ 9.87	\$ 10.86	\$ 11.95	\$ 13.14	\$ 14.46	\$ 15.90	\$ 17.49	\$ 19.24	\$ 21.17	\$ 23.28
4	\$ 8.24	\$ 9.07	\$ 9.97	\$ 10.97	\$ 12.07	\$ 13.27	\$ 14.60	\$ 16.06	\$ 17.67	\$ 19.44	\$ 21.38	\$ 23.52
5	\$ 8.32	\$ 9.16	\$ 10.07	\$ 11.08	\$ 12.19	\$ 13.41	\$ 14.75	\$ 16.22	\$ 17.85	\$ 19.63	\$ 21.59	\$ 23.75
6	\$ 8.41	\$ 9.25	\$ 10.17	\$ 11.19	\$ 12.31	\$ 13.54	\$ 14.90	\$ 16.38	\$ 18.02	\$ 19.83	\$ 21.81	\$ 23.99
7	\$ 8.49	\$ 9.34	\$ 10.28	\$ 11.30	\$ 12.43	\$ 13.68	\$ 15.04	\$ 16.55	\$ 18.20	\$ 20.02	\$ 22.03	\$ 24.23
8	\$ 8.58	\$ 9.43	\$ 10.38	\$ 11.42	\$ 12.56	\$ 13.81	\$ 15.19	\$ 16.71	\$ 18.39	\$ 20.22	\$ 22.25	\$ 24.47
9	\$ 8.66	\$ 9.53	\$ 10.48	\$ 11.53	\$ 12.68	\$ 13.95	\$ 15.35	\$ 16.88	\$ 18.57	\$ 20.43	\$ 22.47	\$ 24.72
10	\$ 8.75	\$ 9.62	\$ 10.59	\$ 11.65	\$ 12.81	\$ 14.09	\$ 15.50	\$ 17.05	\$ 18.76	\$ 20.63	\$ 22.69	\$ 24.96
11	\$ 8.84	\$ 9.72	\$ 10.69	\$ 11.76	\$ 12.94	\$ 14.23	\$ 15.66	\$ 17.22	\$ 18.94	\$ 20.84	\$ 22.92	\$ 25.21
12	\$ 8.93	\$ 9.82	\$ 10.80	\$ 11.88	\$ 13.07	\$ 14.37	\$ 15.81	\$ 17.39	\$ 19.13	\$ 21.05	\$ 23.15	\$ 25.47
13	\$ 9.01	\$ 9.92	\$ 10.91	\$ 12.00	\$ 13.20	\$ 14.52	\$ 15.97	\$ 17.57	\$ 19.32	\$ 21.26	\$ 23.38	\$ 25.72
14	\$ 9.10	\$ 10.02	\$ 11.02	\$ 12.12	\$ 13.33	\$ 14.66	\$ 16.13	\$ 17.74	\$ 19.52	\$ 21.47	\$ 23.62	\$ 25.98
15	\$ 9.20	\$ 10.12	\$ 11.13	\$ 12.24	\$ 13.46	\$ 14.81	\$ 16.29	\$ 17.92	\$ 19.71	\$ 21.68	\$ 23.85	\$ 26.24
16	\$ 9.29	\$ 10.22	\$ 11.24	\$ 12.36	\$ 13.60	\$ 14.96	\$ 16.45	\$ 18.10	\$ 19.91	\$ 21.90	\$ 24.09	\$ 26.50
17	\$ 9.38	\$ 10.32	\$ 11.35	\$ 12.49	\$ 13.73	\$ 15.11	\$ 16.62	\$ 18.28	\$ 20.11	\$ 22.12	\$ 24.33	\$ 26.76
18	\$ 9.47	\$ 10.42	\$ 11.46	\$ 12.61	\$ 13.87	\$ 15.26	\$ 16.78	\$ 18.46	\$ 20.31	\$ 22.34	\$ 24.57	\$ 27.03
19	\$ 9.57	\$ 10.53	\$ 11.58	\$ 12.74	\$ 14.01	\$ 15.41	\$ 16.95	\$ 18.65	\$ 20.51	\$ 22.56	\$ 24.82	\$ 27.30
20	\$ 9.66	\$ 10.63	\$ 11.69	\$ 12.86	\$ 14.15	\$ 15.57	\$ 17.12	\$ 18.83	\$ 20.72	\$ 22.79	\$ 25.07	\$ 27.58
21	\$ 9.76	\$ 10.74	\$ 11.81	\$ 12.99	\$ 14.29	\$ 15.72	\$ 17.29	\$ 19.02	\$ 20.92	\$ 23.02	\$ 25.32	\$ 27.85
22	\$ 9.86	\$ 10.85	\$ 11.93	\$ 13.12	\$ 14.43	\$ 15.88	\$ 17.47	\$ 19.21	\$ 21.13	\$ 23.25	\$ 25.57	\$ 28.13
23	\$ 9.96	\$ 10.95	\$ 12.05	\$ 13.25	\$ 14.58	\$ 16.04	\$ 17.64	\$ 19.40	\$ 21.35	\$ 23.48	\$ 25.83	\$ 28.41
24	\$ 10.06	\$ 11.06	\$ 12.17	\$ 13.39	\$ 14.72	\$ 16.20	\$ 17.82	\$ 19.60	\$ 21.56	\$ 23.71	\$ 26.09	\$ 28.69
25	\$ 10.16	\$ 11.17	\$ 12.29	\$ 13.52	\$ 14.87	\$ 16.36	\$ 18.00	\$ 19.79	\$ 21.77	\$ 23.95	\$ 26.35	\$ 28.98

Note: 10% increase between grades and 1% increase between steps. Placement on the scale is based on qualifications and experience as promulgated on the position description.

Adopted:
M