



# Albuquerque Bernalillo County Water Utility Authority

Albuquerque/Bernalillo  
County  
Government Center  
One Civic Plaza  
Albuquerque, NM 87102

## Agenda

*Commissioner Debbie O'Malley, Chair*  
*Councilor Klarissa J. Peña, Vice-Chair*  
*Commissioner Maggie Hart Stebbins*  
*Councilor Trudy E. Jones*  
*Mayor Timothy M. Keller*  
*Commissioner Steven Michael Quezada*  
*Councilor Ken Sanchez*  
*Trustee Pablo Rael*

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Wednesday, September 25, 2019

5:00 PM

Vincent E. Griego Chambers

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1. **CALL TO ORDER**
2. **INVOCATION/PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF MINUTES - August 21, 2019**
4. **PROCLAMATIONS AND AWARDS**
5. **PUBLIC COMMENT**
6. **ANNOUNCEMENTS/COMMUNICATIONS**
- A. **Next Scheduled Meeting – October 23, 2019 at 5:00 PM**
7. **INTRODUCTION (FIRST READING) OF LEGISLATION**
  - A. [R-19-23](#) Amending Funds for the Capital Implementation Program of the Albuquerque Bernalillo County Water Utility Authority for the Fiscal Year 2020
8. **CONSENT AGENDA**

*(Any Board Member may request that a Consent Agenda item be placed under Approvals)*

  - A. [C-19-32](#) Increase to Contract with Hoffman Southwest Corp. dba Professional Pipe Services for Small Diameter Sanitary Sewer Line Inspections
  - B. [C-19-33](#) Approval of Contract with Hazen and Sawyer for the Winrock Water Resource Recovery Plant
  - C. [C-19-34](#) Approval of Contract with Unison Solutions for Gas Treatment Equipment

- D. [C-19-35](#) Reappointment to the Technical Customer Advisory Committee

**9. APPROVALS**

- A. [R-19-19](#) Authorizing an Agreement Between the Albuquerque Bernalillo County Water Utility Authority and the Pueblo Los Cerros Homeowners' Association to Allow a Private Sanitary Sewer Service Connection
- B. [R-19-20](#) Authorizing the Water Utility Authority to Submit an Application for Funding to the Water Trust Board for Advanced Meter Infrastructure Project Phase 5
- C. [R-19-21](#) Authorizing the Albuquerque Bernalillo County Water Utility Authority to Submit an Application for Funding to the Bureau of Reclamation for WaterSMART Grant BOR-DO-20-F002
- D. [R-19-22](#) Amending Water Service Policies for the South Valley Drinking Water Project

**10. OTHER BUSINESS**

- A. [OB-19-16](#) Water Resources and Regulatory Compliance Update
- B. [OB-19-17](#) Drought and Precipitation Probability Report

**11. ADJOURNMENT**

*Visit Our Website at [www.abcwua.org](http://www.abcwua.org)*

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in this meeting, please contact the Authority Office as soon as possible before the meeting date at 289-3100 or by the TTY at 1-800-659-8331.



Meeting Date: September 25, 2019  
Staff Contact: Stan Allred, Chief Financial Officer

**TITLE: R-19-23 - Amending Funds for the Capital Implementation Program of the Albuquerque Bernalillo County Water Utility Authority for the Fiscal Year 2020**

**ACTION: Introduction September 25, 2019; Final Action October 23, 2019**

**SUMMARY:**

This legislation appropriates additional funding for the FY20 Capital Implementation Program (CIP). This appropriation allows for carryover of all unobligated funds remaining at the end of the 2019 fiscal year and miscellaneous adjustments to the fiscal year 2020 budget for current contractual commitments.

**FISCAL IMPACT:**

The FY20 capital program appropriation totals \$68.3 million, which has been previously approved through Resolution R-19-9. Capital funds categories that have an excess/deficit budget amount carry their cumulative balance from one year to the next. This means the Water Authority starts the fiscal year with more money in a category if underspent in previous years, or with less money in a category if overspent.

The Water Authority Financial Services Division (FSD) shall record carryover of all unobligated funds remaining at the end of a budget year to the next budget year to cover allowable costs in that budget period. Restricted funds, grants, bond and loan proceeds, and cash transfers that are recorded in Capital funds are the only cumulative balances allowed.

The FY19 carryover amount totals \$55,371,482, which is detailed below in the various decade line categories:

	<b>FY20 Budget</b>	<b>FY 19 Carryover Amounts</b>	<b>FY20 Adjusted Budget</b>
<b>Basic Program Appropriations:</b>			
Sanitary Sewer Pipeline Renewal	\$9,525,000	\$6,701,173	\$16,226,173
Drinking Water Pipeline Renewal	6,150,000	2,161,144	8,311,144

Southside Water Reclamation Plant			
Renewal	23,220,000	4,891,473	28,111,473
Soil Amendment Facility (SAF)			53,566
Renewal	50,000	3,566	
Lift Station and Vacuum Station			4,252,610
Renewal	2,950,000	1,302,610	
Odor Control Facilities Renewal	250,000	(51,601)	198,399
Drinking Water Plant Groundwater			
System Renewal	4,775,000	2,738,987	7,513,987
Drinking Water Plant Treatment			
System Renewal	1,750,000	1,152,411	2,902,411
Reuse Line and Plant Rehab	150,000	469,524	619,524
Compliance	390,000	279,921	669,921
Shared Renewal	390,000	282,389	672,389
Franchise Agreement Compliance	3,950,000	4,417,146	8,367,146
Vehicles and Heavy Equipment	4,450,000	135,009	4,585,009
<b>Level 1 Priority Renewal Projects</b>			
<b>Total</b>	<b>\$58,000,000</b>	<b>\$24,483,752</b>	<b>\$82,483,752</b>
	<b>FY20</b>	<b>FY 19</b>	<b>FY20</b>
	<b>Budget</b>	<b>Carryover</b>	<b>Adjusted</b>
		<b>Amounts</b>	<b>Budget</b>
<b>Special Projects:</b>			
Steel Waterline Rehab	\$1,000,000	-	\$1,000,000
Automated Meter Infrastructure			
(AMI)	2,000,000	4,603,724	6,603,724
Renewable Energy Projects	350,000	1,874	351,874
Miscellaneous	2,691,000	21,118,114	23,809,114
<b>Special Projects Total</b>	<b>\$6,041,000</b>	<b>25,723,712</b>	<b>\$31,764,712</b>
<b>Combined Level 1 Priority</b>			
<b>Renewal and Special Projects</b>	<b>\$64,041,000</b>	<b>\$50,207,464</b>	<b>\$114,248,464</b>
<b>Growth Projects:</b>			
Development Agreements	940,000	1,544,644	2,484,644
Land & Easement Acquisition	500,000	24,425	524,425
MIS/GIS	2,000,000	491,038	2,491,038
Master Plans	500,000	223,505	723,505
Miscellaneous	60,000	631,170	691,170
<b>Growth Total</b>	<b>4,000,000</b>	<b>2,914,782</b>	<b>\$6,914,782</b>
Water 2120 Projects	300,000	2,249,236	2,549,236
<b>Level 1 Priority Growth/Other</b>			
<b>Projects Total</b>	<b>4,300,000</b>	<b>5,164,018</b>	<b>\$9,464,018</b>
<b>Grand Total</b>	<b>\$68,341,000</b>	<b>\$55,371,482</b>	<b>\$123,712,482</b>



**BILL NO. R-19-23**

5 WHEREAS, the Capital Implementation Program is governed by the requirements  
6 established under Section 2-1-8, 2006, of the Water Authority's Budget Policies and  
7 Procedures Ordinance, which provides for amendments to the approved program; and  
8 WHEREAS, appropriations for the Fiscal Year ending June 30, 2020 that were  
9 previously approved under R-19-9 require an amendment to align the approved budget  
10 amounts with fiscal year 2019 carryover amounts totaling \$55,371,482.  
11 BE IT RESOLVED BY THE WATER AUTHORITY:

12 That the adjustments for the projects as stated below are hereby made.

### 13 Basic Program Appropriations:

14	Sanitary Sewer Pipeline Renewal	6,701,173
15	Drinking Water Pipeline Renewal	2,161,144
16	Southside Water Reclamation Plant Renewal	4,891,473
17	Soil Amendment Facility (SAF) Renewal	3,566
18	Lift Station and Vacuum Station Renewal	1,302,610
19	Odor Control Facilities Renewal	(51,601)
20	Drinking Water Plant Groundwater System Renewal	2,735,987
21	Drinking Water Plant Treatment Systems Renewal	1,152,411
22	Reuse Line and Plant Rehab	469,524
23	Compliance	279,921
24	Shared Renewal	282,389
25	Franchise Agreement Compliance	
26	4,417,146	
27	Vehicles and Heavy Equipment	135,009

**28 Special Project Appropriations:**

[+Bracketed Material+] - New  
[-Bracketed Material-] - Deletion

1	Automated Meter Infrastructure (AMI)	4,603,724
2	Renewable Energy Projects	1,874
3	Miscellaneous	21,118,114
4	<u>Growth Projects:</u>	
5	Development Agreements	1,544,644
6	Land & Easement Acquisition	24,425
7	MIS/GIS	491,038
8	Master Plans	223,505
9	Miscellaneous	631,170
10	<u>Water 2120 Projects:</u>	
11	Water 2120 Projects	2,249,236
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Meeting Date: September 25, 2019  
Staff Contact: H. Warren, Field Division manager

**TITLE: C-19-32 – Increase to Contract with Hoffman Southwest Corp. dba Professional Pipe Services for Small Diameter Sanitary Sewer Line Inspections**

**ACTION: Recommend Approval**

**SUMMARY:**

An increase to the purchase order (PO) with Hoffman Southwest Corp. for small diameter sanitary sewer line inspections is requested. The increase from \$315,300 to \$630,600 is to complete inspections for FY20. These sanitary sewer line inspections fulfill the Water Authority's Capacity Management Operations and Maintenance plan commitment to inspect 5% of its small diameter lines during FY20.

If approved by the Board, an amended PO will be issued by the Water Authority to enable Vendor to continue to provide small diameter sanitary sewer line inspections.

**FISCAL IMPACT:**

\$630,600 (excluding all taxes) and all amounts have already been appropriated in the FY20 budget. Any additional increase to the contract that exceeds 20% of the amounts previously approved shall require additional approval.

**SMALL DIAMETER SANITARY SEWER LINE INSPECTION**

**1. SCOPE OF WORK:**

The Albuquerque Bernalillo County Water Utility Authority (Water Authority or OWNER) desires to gain substantial information on the condition of its small diameter sewer lines. Therefore, the primary purpose of this contract is to conduct closed circuit television (CCTV) inspections for condition assessment of approximately 700,000 feet of lined and unlined concrete, asbestos cement (AC), and vitrified clay pipe (VCP) sanitary sewer lines ranging in size from 6 inches in diameter to 12 inches in diameter. The intent is to award two Phases of approximately 350,000 feet each. Due to funding cycles only Phase 1 will be bid and awarded. Phase 2 will be awarded by the mutual consent of the OWNER and the Contractor and will be at the bid prices. Phase 1 must be complete prior to June 30, 2019. Phase 2 must be completed prior to June 30, 2020. The Contract may be further extended by written agreement by the parties, as permitted by law.

The approximate line lengths by pipe size are indicated in the Bid Schedule. These lengths are based on GIS information and are anticipated to change as better information is field determined. The work is located throughout the Water Authority sanitary sewer system. Specific sanitary sewer CCTV location(s) will be defined in the Scope of Work provided to the Contractor. At the mandatory Pre-Bid Conference, a contractually non-binding map will be provided that identifies the lines anticipated to be issued to the Contractor; however, it is anticipated that some lines will be added or deleted in the work orders provided to the Contractor.

The WORK to be performed under this contract consists of furnishing all labor, equipment, tools, materials, supplies, hardware, software, services, and performance of all work required for the fulfillment of the Contract in accordance with the Contract Documents. Any materials and services not specifically stated in the Contract Documents, which may prove necessary to complete the WORK, shall be provided by the Contractor and will be considered incidental with no additional payment made by the Water Authority. Such items include but are not necessarily limited to:

- A.** Review and compile available data on the sanitary sewer system provided by the Water Authority.
- B.** Plan and schedule all CCTV activities each week.
- C.** Perform field reconnaissance for location and access to appropriate manholes.
- D.** Communicate and coordinate with the public in an effective, efficient, and professional manner.
- E.** Immediately report any urgent maintenance actions to the Water Authority.

- F.** Development of traffic control plans, to include but not limited to:
1. Provision of truck mounted beacons and arrow boards
  2. Advance warning signs
  3. Vertical panels
  4. Cones delineating the work area
  5. Trailer mounted arrow boards
- G.** Fully, and at all times, coordinate the schedule of work with Water Authority staff in advance, providing information as to when and where the Contractor or its Subcontractors will be in the sanitary sewer system.
- H.** Perform CCTV condition assessments of the Water Authority sanitary sewer collection system.
- I.** Report any deficiencies or defects found in the sanitary sewer system.
- J.** Perform all required quality assurance/quality control (QA/QC).
- K.** Submit reports and other documentation of the WORK.
- L.** Perform other work as required by the Contract Documents.
- M.** Inspection and documentation:
- a. Shall be in accordance with the National Association of Sewer Service Companies Pipeline Assessment Certification Program (NASSCO PACP), version 6.
  - b. The Water Authority has transitioned to Maximo as its Computerized Maintenance Management System (CMMS) and to ITpipes software by Infrastructure Technologies as the CCTV software. As described below:
    - i. The Water Authority will create and provide inspectIT work orders.
    - ii. The contractor will populate the work orders and upload the resulting data to the Maximo CMMS and the ITpipes repository.
  - c. Inspection and documentation is required to utilize ITpipes software by Infrastructure Technologies. The Water Authority's experience indicates that the required data upload will be much quicker and more successful if ITpipes software is utilized.
  - d. If there is a conflict between PACP and these Water Authority specifications, the Water Authority specifications shall have precedence.

**2. MANDATORY PRE-BID CONFERENCE:**

A mandatory Pre-Bid Conference will be held on Thursday, August 23, 2018, 9:00 AM to 10:00 AM local time in West Training Room, Southside Water Reclamation Plant, 4201 Second St. SW. Attendance at the Pre-Bid Conference for this project is **mandatory** to qualify to submit a Bid for this project.

**3. QUALIFICATION REQUIREMENTS:** All Contractors submitting bids on the project are required to meet the Water Authority Bidder Qualification Requirements for this project. **Previous pre-qualification by the Water Authority will not be considered as meeting this requirement.** Water Authority Purchasing Administrator, Candida Kelcourse, will review the bids submitted and contact the two apparent Lowest Bidders. The two apparent Lowest Bidders shall submit the following required documentation no later than 5:00 p.m. (local time) four (4) working days after notification by the Water Authority. All required documentation shall be delivered to Water Authority Purchasing Administrator, Candida Kelcourse at:

ABCWUA  
Attn: Candida Kelcourse  
One Civic Plaza NW  
Room 5027  
Albuquerque, NM 87102

**Failure to comply with this requirement may render the bid nonresponsive and the bid may be rejected at the Water Authority's discretion.**

**A. Cover Letter**

Information must include the name of a responsible individual that the Water Authority may contact for additional information if needed. The cover letter must be included with Bidder Qualification Form.

**B. Contractor Experience**

The importance of this project to the Water Authority requires a highly trained contractor with extensive experience performing work of both the same nature and technical level. Company experience listed shall have been performed by the Contractor's own crews and not be work subcontracted by another firm. Experience must be on comparable projects that were completed no more than five (5) years prior to the date on which bids will be received. References shall be submitted for a minimum of three (3) projects. The referenced projects must contain a minimum of 250 miles (total for the referenced projects) of small diameter (12" diameter and smaller) sanitary sewer main inspection. References must include a contact person name, telephone number, project name and total cost, and the specific work done.

**C. Personnel Experience**

The names and resumes for the proposed project manager and project superintendent shall be presented to the Water Authority. This information shall include a list of all sanitary sewer inspection projects that the proposed project manager and project superintendent successfully completed within the last five (5) years to demonstrate their ability to perform small diameter sanitary sewer inspection. Resumes must be included with Bidder Qualification Form.

**D. Work Sample**

A DVD demonstrating the quality of their work on 4-6", 8", and 10-12" sewers shall be submitted with the Bidder Qualification Form. The samples may be of different sewers and shall be of CCTV inspection for sewers of 4-12" diameter.

## **E. Certification**

1. The National Association of Sewer Service Companies Pipeline Assessment Certification Program (NASSCO PACP). This pipeline condition rating system includes five standard levels of pipeline structural defect coding.
2. The Project Manager for the Contractor must possess NASSCO PACP certification at the time of bid and submit a copy of PACP certification with the Bidder Qualification Form. Each Operator performing CCTV inspections shall be certified in PACP and a photocopy of the certification shall be submitted to the Water Authority as part of the Bidder Qualification Form.
3. Prior to starting the Work, the Awarded Contractor's project team members shall attend training from Infrastructure Technologies on the use of ITpipes software. Each CCTV Operator shall be trained and pass a test prior to commencing any inspections. The Contractor shall assume a minimum of one eight-hour day of on-line training and a half day of testing at the Infrastructure Technologies Albuquerque office. All costs associated with this training shall be the responsibility of the Contractor and incidental to the Work.

## **4. INSPECTION PRIORITIES:**

After Award of the Contract, the Contractor will submit a schedule of work. The Water Authority desires that the Contractor schedule and sequence the work in a highly efficient manner. The inspections from this project are required to meet commitments made to the Environment Protection Agency ("EPA") by the Water Authority.

### **A. Initial Submittal and Approval**

Upon award of the Contract, the Contractor shall perform one (1) day of inspection, for which payment will be made at bid prices, and submit the Contract-required digital data to the Water Authority. The Water Authority will then validate and process the digital data into its CMMS. The Contractor will be notified if changes are required in data formatting. Upon approval of the formatting of this initial data, the Contractor will be authorized to proceed with full scale inspections. Each CCTV truck utilized by the Contractor will be subject to this requirement for initial submittal and approval.

### **B. Work Hour Limitations**

The Contractor shall be prepared to conduct all operations between the hours of 7:00 am and 10:00 pm unless instructed otherwise by the Water Authority. The Contractor may be required to limit hours of work to non-peak traffic hours on busy arterial roadways if required by the Water Authority. No extra pay shall be made by the Water Authority for limiting the Contractor work hours.

## **5. TRAFFIC CONTROL:**

- A. The Contractor shall obtain a Barricade Permit for all work. Contact the Construction Coordinator, Construction Services Division, City of Albuquerque Department of Municipal Development, at 505-924-3400 for further information. The Contractor shall submit a traffic control plan to the Construction Services Division at least five working days prior to the commencement of work within the City of Albuquerque municipal

limits for residential streets and one (1) week prior for arterials. Traffic control plans shall be developed in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 Edition. Night time work will meet the requirements of Section 4B. The Contractor will be responsible for compliance with this policy. If the work is located within the unincorporated area of Bernalillo County, the Contractor shall submit a traffic control plan to the Bernalillo County Traffic Control Manager and obtain permits for work within the County (contact David Hall at 505-848-1542, e-mail to: dhall@bernco.gov).

- B. The Contractor shall be responsible for providing all necessary labor, materials, tools, and equipment, including, but not limited to, all advance warning signs, barricades, flagmen, arrow panel boards, and reflective barrels necessary to perform the work in accordance with all permits, the City Traffic Control Manual, and the Manual on Uniform Traffic Control Devices (MUTCD). This includes but is not limited to site cleanup, replacement and resetting of devices moved, damaged, stolen, or otherwise taken from the site; coordination with agencies, residents, and others necessary to achieve required traffic control. Traffic control signs and barricades shall be removed when no work is being performed.
- C. It is anticipated that many inspections will be accomplished without additional traffic control beyond that required under the requirements incidental to the inspection pay item. Supplemental traffic control is expected at intersections and other locations. The Water Authority will provide supplemental traffic control through its on-call contract and pay all permitting fees associated therewith directly to the City of Albuquerque and/or Bernalillo County.

#### **6. PRIVATE PROPERTY EASEMENTS:**

For any sewer lines that pass through private property easements, it is the responsibility of the Contractor to coordinate with the property owner for construction on these pipe segments and to minimize the disruption of the property owner's legitimate activities.

#### **7. BYPASS PUMPING AND FLOW CONTROL:**

- A. Bypass pumping operations and other forms of Contractor provided flow control should not be required except as approved by the Water Authority, in which case a change order shall be negotiated.
- B. Should Bypass pumping operations prove necessary and be approved by the Water Authority, the operations shall be performed as follows:
  - 1. The Contractor shall provide in writing, a bypass pumping plan, the sequence of construction and a list of all piping, pumps, plugs, etc., for review and approval by the Water Authority. The Contractor shall be responsible for all required bulkheads, pumping, equipment, piping, etc. to accomplish the sequence of construction.
  - 2. All piping(s), joints and accessories shall be designed to withstand at least twice the maximum system, pressure, or a minimum of 50 psi, whichever is greater. During bypass pumping, no sewage shall be leaked, dumped, or spilled in or onto, any area outside of the existing sanitary sewer system. When bypass pumping operations are complete all piping shall be drained into the sanitary sewer prior to disassembly.



## **8. STUCK MANHOLES:**

- A.** The Contractor shall make a good faith effort to open "stuck" manholes. If the Contractor cannot open a "stuck" manhole, the Contractor shall notify the Water Authority. The Water Authority shall open the "stuck" manhole as soon as their work schedule allows. Time spent by the Contractor attempting to open a "stuck" manhole and returning to the site to conduct televising after the manhole is opened by the Water Authority is considered incidental to the bid item for sewer line televising. The Contractor shall incorporate into the bid item for sewer line televising the costs to meet this requirement.
- B.** If the Contractor breaks a manhole cover, manhole ring, or otherwise damages a manhole while attempting to open a "stuck" manhole, it shall be the Water Authority's responsibility to repair this damage. The Contractor will not be charged for repair of the damaged manhole. However, the Contractor is required to leave the damaged manhole in a safe condition and to immediately notify the Water Authority (by calling Dispatch at 842-9287) of the damaged manhole so the Water Authority can repair it in a timely manner.

## **9. SEWAGE SPILLAGE OVERFLOWS (SSO):**

- A. Disallowable Discharges** are defined by the New Mexico Environment Department as, "[a]ny amount of any material in such quantity as may with reasonable probability injure or be detrimental to human health, animal or plant life, or property; or may unreasonably interfere with the public welfare or the use of property must be reported. This includes chemical, bio hazardous, petroleum-product, and sewage spills and incidents. In addition to recent spills, the discovery of evidence of previous unauthorized discharges, such as contaminated soil or ground water, also must be reported."

- B. Notification of Disallowable Discharges and SSO**

The Contractor shall notify the Water Authority Collections Section and the Water Authority Project Manager immediately both verbally and by E-mail after learning of any construction related **SSO** event. The Water Authority is responsible for submitting a report in no less than 12 hours. Based on information provided by the Contractor, the Water Authority Project Manager or designee will prepare and submit the report. In the event that the SSO occurs during non-standard working hours, the Contractor shall contact the Standby Supervisor for preparation and submittal of the 12-hour SSO Notification. The Standby Supervisor can be identified by contacting Dispatch (842-WATR, i.e. 842-9287) and stating the reason for the call. The Contractor will also provide a written report within 24 hours of the occurrence. At a minimum, the written report shall include the following information:

- 1. Contractor name, contact representative, and phone number;
- 2. Time, date, address or exact location for the incident;
- 3. Source and cause of the release or spill along with a detailed description of incident including any observed environmental impacts;
- 4. Types of material(s) released or spilled;

5. Quantity of materials released or spilled, including quantity contained, quantity uncontained;
6. Methods used for containment;
7. Medium (e.g. land, water) affected by release or spill;
8. Danger or threat posed by the release or spill;
9. Number and types of injuries or fatalities (if any);
10. Weather conditions at the incident location;
11. Name of the carrier or vessel, vehicle number/railcar, pipeline, or other identifying information;
12. Whether an evacuation has occurred or was needed;
13. Other agencies notified or about to be notified;
14. Any other information that may help emergency personnel respond to the incident;
15. Any known future remediation that will be required as a result.

**C. Immediate Action Required**

If sewage is spilled onto public or private property,

1. That SSO shall immediately be contained and cleanup operations shall commence. The Contractor shall wash down, clean up, and disinfect the spillage at its own expense to the satisfaction of the property owner. Cleanup of sewage spills and notification shall be incidental to the inspection item.
2. The Contractor shall immediately stop work, contain the SSO and cleanup operations shall commence.
3. The Contractor shall wash down, clean up, and disinfect the spillage at its own expense to the satisfaction of the property owner.

**D. Failure to Comply**

1. In the event Contractor's failure to comply with any portion of this section results in fines and/or penalties being assessed to the Water Authority as a result of the SSO, the Contractor shall reimburse the Water Authority for total costs associated with payment of such fines and/or penalties.
2. The Contractor shall indemnify, defend and hold harmless the Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arising out of or resulting from any fines and/or penalties issued to the Water Authority as a result of any SSO related events resulting from the Contractor's construction activities.

## **10. GIS/MAP CORRECTIONS:**

Field conditions are expected to differ at times from those in the Water Authority's GIS and maps. Where discrepancies are noted, the Contractor's CCTV Operator shall sketch the actual conditions on a map and provide this sketch to the Water Authority. Also, Contractor shall populate the GIS Update field in ITpipes. GIS/Map Corrections shall be incidental to the inspection item.

## **11. STANDARD SPECIFICATIONS:**

The **City of Albuquerque Standard Specifications for Public Works Construction**, 1986 Edition, General Conditions and Technical Specifications, as updated and amended, are incorporated by reference, the same as if fully written herein and shall govern this Project, except where revised, updated or supplemented by the Supplemental Special Provisions, Special Provisions and/or the Supplemental Technical Specifications. The **City of Albuquerque Standard Specifications for Public Works Construction**, 1986 Edition, through the most recent update (Update 9), may be viewed on and printed from the City's web page at:

<https://www.cabq.gov/planning/development-review-services/design-review-construction-forms>

## **12. INCORPORATION OF SUPPLEMENTAL GENERAL CONDITIONS:**

The following Supplemental General Conditions are incorporated to the most recent update of the General Conditions of the **City of Albuquerque Standard Specifications for Public Works Construction**, 1986 Edition:

### **A. Section 1, Definitions and Terms**

#### **1. Section 1.2. Abbreviations:**

##### **a. Revise the following abbreviation:**

1. **CIP** – delete “cast-iron pipe” and replace it with “complete in place”.

##### **b. Delete the following abbreviations:**

1. **NMSHD** – New Mexico State Highway Department
2. **NMSHTD** – New Mexico State Highway and Transportation Department

##### **c. Add the following abbreviations:**

1. **ABCWUA** – Albuquerque Bernalillo County Water Utility Authority
2. **NMDOT** – New Mexico Department Of Transportation

#### **2. Section 1.4. Definitions:**

##### **a. Revise the following definitions:**

1. **Debarment** – third line, change “that” to “than”
2. **Modification** – last sentence, change “my” to “may”
3. **Owner** – change City of Albuquerque to Albuquerque Bernalillo County Water Utility Authority

b. Add the following definitions:

1. **Architect** – This term shall be used interchangeably with "Engineer" throughout the Contract Documents.
2. **Punch List** – a list of items to be completed or corrected following Engineer's issuance of Substantial Completion.

**B. Section 3, Correlation, Interpretation, and Intent of Contract Documents**

**1. Section 3.2:**

Delete the third sentence of this subsection and replace it with the following:

“In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplemental Special Provisions, Special Provisions, Bid Proposal, Advertisement for Bids, Instructions to Bidders, Supplemental General Conditions, General Conditions, Supplemental Technical Specifications, Specifications, Drawings and Standard Drawings.”

**C. Section 5, Bonds and Insurance**

**1. 5.2.1, General Conditions:**

Add the following sentence to the end of the first full paragraph ending with the word "time."

"Policies of insurance shall be procured for all insurance required in this Section 5 and coverage limits of such policies of insurance shall not be reduced or replaced in part or in whole by self-insurance, including self-insurance retention amounts."

**2. 5.2.3.1:**

a. Delete "comprehensive" on line 3.

b. Add the following sentence to the end of the section:

“Albuquerque Bernalillo County Water Utility Authority and the Architect/Engineer shall be named additional insureds on the Commercial General Liability insurance coverage.”

**3. 5.2.6.2:**

Revise the last sentence to read as follows:

"The deductible for the flood and earthquake coverage shall not be greater than twenty percent (20%) of the insurable value of the work, and in no event shall the deductible be more than Twenty-Five Thousand Dollars (\$25,000.00)."

**D. Section 6, Contractor's Responsibilities:**

**1. 6.1.2:**

Delete "that" and replace with "who" on line 3.

**2. 6.3, Substitute Materials or Equipment:**

Delete "accept" and replace with "be solely responsible for payment of" on line 23.

**3. 6.11.2:**

Add the following sentence to line 18 after the sentence ending with the words "construction work":

“Contractor shall comply with 29 CFR Part 1926, Subpart P, Department of Labor Occupational Safety and Health Administration, Occupational Safety and Health Standards - Excavations, Final Rule, and all amendments thereto, whenever the Contractor is performing excavation activities.”

**E. Section 11, Change of Contract Price:**

**1. 11.4.5.3.1:**

Delete from the last sentence:

“published by Equipment Guide Book Co., Palo Alto, California)” and replace it with “available at [www.ironmax.com](http://www.ironmax.com)).”

**2. 11.4.5.3.2:**

Delete from the third line the words:

“to be used”.

**F. Section 12, Change of the Contract Time:**

Add a new subsection 12.4, to read as follows:

**“12.4 Early Completion.**

Contractor is entitled to complete the Work early, but in the event that the Owner, other contractors or other individuals or entities cause a delay in Contractor’s performance that does not cause the Contractor to exceed the allocated contract completion time, Contractor shall not be entitled to additional compensation.”

**G. Section 13, Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work:**

**1. 13.1.2:**

Delete from the end of the first sentence the words:

(“including but not limited to existing retainage held by Owner in accordance with Section 14 of these General Conditions”), and substitute a period for the preceding comma.

**2. 13.7, One Year Correction Period:**

Add to the end:

“Nothing herein shall be construed as limiting the warranty and guarantee provisions pursuant to Section 13.1 herein.”

#### **H. Section 14, Payments to Contractors and Completion:**

**1. 14.2.1:**

Delete the last two words (“less retainage”) and substitute a period for the preceding comma.

**2. 14.2.2:**

Delete this section in its entirety.

**3. 14.4.3.7:**

Add a new subsection 14.4.3.7 to read as follows:

“14.4.3.7 of contractor’s failure to submit progress schedules.”

**4. 14.9.2:**

a. Revise so that the second sentence reads:

“If Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with Contractor’s request for such payment.”

b. Delete from the second sentence the following words:

“If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and”

**5. 14.13:**

Add a new Section 14.13 to read as follows:

**“14.13. Electronic Payments.**

All payments made pursuant to this contract shall be made by direct deposit to Contractor’s account. Contractor shall submit, with his executed contract documents, all documentation required by the Owner to allow the Owner to make payments by this mechanism.”

#### **I. Section 15, Suspension of Work and Termination:**

Add a new Subsection 15.2.4 to read as follows:

“15.2.4 In the event that Owner terminates the contract pursuant to this Section 15.2 and an arbitrator determines that the Owner was not justified in terminating the Contract pursuant to Section 15.2.2, the termination shall then be deemed to be a termination for convenience pursuant to Section 15.4 and Contractor’s remedies are solely those contained in Section 15.4.”

#### **J. Section 16, Dispute Resolution:**

**1. 16.1, Arbitration:**

Delete from lines 25 through 27 the following words:

"award attorneys' fees and other costs in their discretion, and shall have the power to"

**16.4, Arbitration Provision Required:**

Delete the second sentence (lines 6 through 11).

**13. INSPECTION:**

**A. General**

1. The work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence to perform all operations required to professionally execute the internal inspection of sewers in strict accordance with this specification, subject to the terms and conditions of the contract.
2. Information concerning depths of flow, manhole depths, air quality in the sewers, accessibility of manholes, traffic conditions, and other safety considerations are to be the sole responsibility of the Contractor. The Contractor shall also obtain and incorporate the necessary provisions into the overall contract price to complete the specified work under the conditions existing in the sewers to be inspected.
3. Lines shall be inspected in their existing condition. The Contractor shall be responsible for having the necessary camera skids, floats, and rafts available to allow for inspection of these lines in a manner acceptable to the Water Authority under live flow conditions.
4. All work shall comply with applicable building codes and environmental requirements
  - a. Water Authority, city, state, and national codes as a minimum or the requirements of these documents if more stringent than codes.
  - b. Water Authority, city, state, and national environmental requirements.

**B. Pre-Examination and Field Quality Control**

1. The Contractor shall visually inspect both upstream and downstream manholes prior to starting condition assessment on a segment of sanitary sewer. Any flow monitoring or other devices that are observed shall be brought to the attention of the OWNER prior to starting work on that segment.
2. The Contractor shall record the depth of the manhole (distance between the manhole lid and the floor). This accuracy shall be made to the nearest inch.
3. The Contractor shall record the global positioning system (GPS) horizontal coordinates of each manhole center. The GPS receiver shall be capable of obtaining a minus 1 meter accuracy for the horizontal coordinates.
4. The Contractor shall measure the inside diameter of each pipe connecting to the manholes and record the measurement to the nearest inch.

### **C. Access to Sewer Lines and Manholes**

1. Legal access to all manholes shall be provided by the Water Authority. Proper ingress and egress from off road locations shall be secured by the Contractor. Locating manholes is the responsibility of the Contractor.
2. When it is necessary to expose manholes in unpaved areas or under asphalt pavement, the Contractor shall expose the manholes in order to have access for the sewer cleaning. Manhole exposure less than one (1) inch deep in asphalt pavement or less than twelve (12) inches deep in unpaved areas shall be considered incidental to the line item bid cost for sewer main cleaning on this project. The Contractor shall notify the Water Authority of any manholes thus exposed. For manholes that do not conform to the above criteria, the Contractor shall immediately contact Angelo Baca by E-mail at [arbaca@abcwua.org](mailto:arbaca@abcwua.org) with the following information:
  - a. manhole number
  - b. lateral number
  - c. station and/or address
  - d. action required
3. The Water Authority shall expose all manholes not conforming to the criteria outlined above.

### **D. Damage to Public and Private Property**

1. The Contractor shall abide by all practices set forth in Section 6.11 of the General Conditions.
2. Satisfactory precautions shall be taken to protect the sewer line, particularly the potentially corroded pipe crown, sidewalls and manholes from damage that might be inflicted by the improper use of equipment. The Contractor shall immediately notify the Water Authority if fresh soil, pieces of pipe, or other visible signs of potential problems occur during the inspection operation.
3. Precautions shall be taken to insure that the inspection processes do not cause any damage due to flooding of public or private property being served by the sewer section(s) involved. Any damage done to public or private property by the Contractor shall be repaired to the satisfaction of the Water Authority and/or the property owner by the Contractor at no additional cost to the Water Authority.
4. The Contractor is alerted that care must be taken to not damage equipment and/or conduits that may be in manholes or pipes. The Contractor is alerted that the Water Authority installs temporary monitoring and sampling devices in the sewer system and the Contractor shall not disturb these devices and may need to reschedule inspection of a particular line until the monitoring/sampling effort is completed. Monitoring/sampling equipment will be typically removed no more than a week after installation. In addition, the Contractor is notified that some fiber optic lines are in the sewer lines and manholes. These fiber optics lines are in conduit and are not anticipated to be an obstacle to inspecting the lines.



#### **E. Waste and Debris Disposal**

1. This Contract is for the purpose of inspection and removal of waste and debris is not required nor anticipated. However, in the event the Contractor determines it necessary to remove waste or debris in the process of inspection, the Contractor shall remove and properly dispose of all debris removed from sanitary sewer pipelines and manholes. Passing debris from one section of sanitary sewer pipeline to the next section shall not be acceptable.
2. The Contractor shall load removed debris into an enclosed, sealed container for temporary storage and transport to the final point of debris disposal. The storage/hauling containers shall be acceptable for use in this application by local and state approval and permitting agencies. The containers must be sealed to prevent any debris loss, spillage, or dripping.
3. Do not accumulate debris, liquid waste, or sludge on the work site except in totally enclosed containers approved by the OWNER and approval/permitting agencies.
4. **UNDER NO CIRCUMSTANCE SHALL SEWAGE OR SOLIDS REMOVED FROM THE DOWNSTREAM MANHOLES BE DISCHARGED ONTO STREETS OR INTO DITCHES, CATCH BASINS, STORM DRAINS, OR SANITARY SEWER MANHOLES, CLEANOUTS, OR DUMPS.**
5. The Contractor shall dispose of the debris removed from the sanitary sewers in a lawful manner and shall obtain all permits and pay all associated costs associated with this work. Debris may be disposed at the Owner's Soils Amendment Facility (SAF) located near Double Eagle Airport if it passes a paint filter test and the Owner determines that the debris is suitable for disposal at the SAF. CONTRACTOR shall be responsible for all debris loading, unloading, intermediate handling, reloading, and transportation to the point of disposal. There will be no charges by the OWNER for disposal of accepted debris at the SAF. The OWNER will be responsible for spreading dried debris disposed at the SAF after it is dumped. The CONTRACTOR is notified that the SAF may have limited hours in which material may be hauled to the site. Should the material not pass the paint filter test, or is unsuitable for disposal at the SAF, the CONTRACTOR shall find a disposal location that is acceptable to the ENGINEER and OWNER.
6. All costs associated with collection, temporary storage, transport, and disposal of debris shall be incidental to the cleaning of sanitary sewer manholes and pipelines.

#### **F. Cleaning**

1. Pipe cleaning operations are as described below. Cleaning is not a part of this project except as required to allow for CCTV inspection.
2. All cleaning activities shall be performed by experienced personnel. All cleaning shall be done from the downstream manhole unless otherwise authorized by the Water Authority.

3. Equipment:
  - a. The Contractor shall select the cleaning equipment and methods based on the condition in the sanitary sewer pipelines at the time work begins. More than one method or type of equipment may be required on a single segment of pipeline.
  - b. When requested by the OWNER, the Contractor shall demonstrate the performance capabilities of cleaning equipment and methods proposed for use. If results obtained by demonstration are not satisfactory, the Contractor shall provide other equipment that will clean the sewer pipelines and manholes.
  - c. For high-velocity cleaning, the Contractor shall use a water jet capable of producing a minimum volume of 50 gallons per minute (gpm) with a pressure of 1500 pounds per square inch (psi) at the pump discharge. A pressure gauge shall be installed on the pump discharge to allow observation of the actual pressure.
  - d. When hydraulic or high-velocity cleaning equipment is used, it is required that the vacuum chute be in the downstream manhole to remove all debris loosened in the pipe cleaning operation. Additionally, the Contractor may install a suitable sand trap, weir, dam or suction device in the downstream manhole so that debris is trapped for removal.
4. Normal Cleaning operations may include the following:
  - a. Initial manhole wall washing with high pressure water.
  - b. Repair of manholes damaged by the Contractor during cleaning.
  - c. Collection, removal, temporary work site storage, transportation, and legal disposal of debris, liquid wastes, and any other materials removed from the sanitary sewer system during cleaning regardless of the quantity of material.
  - d. Use of variable pressure water nozzles (up to 3,000 psig), rods and snakes, or owner approved hand winching devices.
5. Heavy Cleaning operations include the following:
  - a. Utilization of mechanical cleaning equipment such as, very high pressure water nozzles (up to 10,000 psig), surcharging, buckets, scrapers, scooters, porcupines, heavy duty brushes, rods, hand winching devices, root saws, sewer balls, metal pigs, kites, gas or electric propelled devices, or owner approved power winching machines.
  - b. Mechanical cleaning is limited to locations approved by the OWNER on a case-by-case basis after normal cleaning methods have failed to produce satisfactory results, as determined by viewing video of the normally cleaned pipeline.
6. The Contractor shall take precautions to protect sanitary sewer manholes and pipelines from damage that might occur by improper selection and use of cleaning equipment. When using hydraulically-propelled devices, take precautions to ensure that the water pressure created does not cause damage to or flooding of public or private property. Do not surcharge any sanitary sewer to an elevation that could cause overflow of sewage including backup into laterals.

7. Where possible, use the flow of wastewater present in the sanitary sewer pipeline to provide the fluid for hydraulic cleaning.
8. The Contractor shall operate high-velocity cleaning equipment so that the pressurized nozzle moves continuously. Turn-off or reduce the flow to the nozzle to prevent damage to the pipeline any time the nozzle becomes stationary.

#### **G. Water Use**

1. The Contractor shall be responsible for obtaining any required clean water for use in the inspection operations. The Contractor shall be responsible for all costs associated with obtaining clean water.
2. As specified herein, the Contractor shall use an approved reduced pressure backflow prevention device for any connections to the OWNER's potable water system or any other area potable water system.
3. The Contractor shall use a fire hydrant water meter obtained from the OWNER's Customer Service Division for withdrawal of water from the OWNER's potable or non-potable water systems. See [http://www.abcwua.org/Fire\\_Hydrant\\_Permit.aspx](http://www.abcwua.org/Fire_Hydrant_Permit.aspx) for further information.
4. The Contractor shall instruct its employees in the proper operation of fire hydrants when used to obtain potable water. All valves shall be very slowly opened and closed so as not to create water surges in the potable water system piping.
5. Conserve water. Do not waste water from the potable water system through improperly made connections (leaks), hydrants left open, or any other cause.
6. Do not use or obstruct fire hydrants when there is a fire in the area. Remove water meters, fittings, and piping from fire hydrants at the end of each working day.

#### **H. Television Inspection Requirements**

1. The CCTV camera(s) shall be specifically designed and constructed for sewer main inspection and shall be intrinsically safe, consisting of a self-contained color camera, 12-inch minimum monitoring unit, power sources, recorder, and other equipment. The camera and television monitor shall produce a minimum of 400 vertical lines of resolution and 460 horizontal lines of resolution. The camera itself shall have a minimum of 3-lux illumination sensitivity.
2. The CCTV camera(s) shall be mounted on a skid, floatable raft system, or transporter/crawler, based upon the conditions of the pipe to be televised. The camera and mounting system shall be capable of televising 6-inch through 12-inch sanitary sewer pipe in 100 percent humidity conditions.
3. The CCTV camera(s) shall be a pan/tilt and rotating head camera capable of providing a full view of the inside of all connections and any pipe defects. Recording shall be in color and shall have the best quality possible. The image shall be in focus at all times. The recording shall be done with adequate lighting to provide a clear view of the entire periphery of the sewer including any defects while keeping glare to a minimum. The image shall not be obscured by "fog" in the sewer. If any submitted recording has unacceptable focus, lighting, sound, data, imaging, or

interferences the sewer shall be re-inspected at the Contractor's expense.

The CCTV camera(s) shall pause for a sufficient length of time to adequately document and provide accurate distance measurements of all the defects in the pipe and the connections observed in the sewer. The camera shall rotate and look directly at each defect, and look into each connection to thoroughly document the conditions and determine if the connection is in service. In the same manner, the Contractor shall identify all sewer connections at each manhole including the manholes at the beginning and end of setup and all intermediate manholes. The Contractor shall capture photos of all observations noted on the inspection report.

4. The CCTV camera(s) shall be moved through the sewer, from upstream to downstream, at a uniform rate of not more than 35 feet per minute, achieving no less than 450 feet per hour. Distance of sewer between adjacent manholes shall be measured and recorded. The distance measurements shall be made from the centerline of the manhole that the camera is traveling from and shall be accurate to within 2 feet for every 1,000 feet inspected. If more than one manhole reach is inspected in a single run, the footage counter shall be reset to zero at the center of all the intermediate manholes.
5. If, during CCTV inspection, the television camera will not pass through the entire sewer main section, the Contractor shall set up his equipment at the downstream manhole and attempt to inspect the section of the pipe from the opposite direction. If the camera fails to pass through the entire section, it shall be assumed that an obstruction exists. Efforts to televise the section of pipeline shall be temporarily suspended and the Contractor shall notify the Water Authority. If the Water Authority agrees the inspection cannot be completed, the Contractor shall submit the completed inspection and payment shall be made for the inspected footage.
6. The equipment and skill of the operators shall be capable of providing a continuous clear recorded and viewed picture of the entire length of the sewer main under all normally expected pipe atmospheric conditions and flow conditions. The Contractor shall have adequate cabling and wiring equipment to perform CCTV inspection of sewer interceptor mains up to a length of 1,600 feet without causing degradation of recorded and viewed picture quality.
7. Televising shall provide a clear, definitive recorded and viewed TV picture. The recording shall not contain intervals of more than 20 seconds when the camera is stationary. When the tape is stopped due to obstructions or equipment malfunction and then restarted, the TV operator shall state the length of time or delay and the reason for the delay. The importance of accurate distance measurement is emphasized. The remote reading footage counter shall be accurate to +/- 0.2 percent over the length of the section being inspected. Each pipe segment shall be defined as one manhole to manhole run, and pipe lengths shall be defined as the intervening distance between the centers of manholes along a line parallel to the pipe invert. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device and the accuracy shall be satisfactory to the Water Authority.

8. The Water Authority desires to inspect the entire corroded upper pipe surface along with a portion of the non-corroded sidewall for comparison purposes and to verify that the entire corroded surface has been examined. If the water level is too high to successfully examine the corroded upper surface or for all the CCTV equipment to move within a segment, the Contractor shall move on to the next segment and immediately inform the Water Authority.
9. All equipment and all Contractor operations shall be conducted at a low noise level suitable for night time CCTV inspection in residential areas.
10. The Contractor may inspect through existing manholes.

**14. REPORTING:**

**A. Electronic Data Storage**

The Water Authority will load the Maximo work orders on a Contractor provided hard drive and return to the Contractor. The Contractor will then perform the inspections and upload the inspections to the Water Authority's Network via hard wire connection. Prior to downloading or uploading, ABCWUA-IT will verify current and adequate antivirus on the Contractor's PC equipment. The Contractor will provide a 50 ft Category 5 cable (for each CCTV unit) for this process. Successful upload of the inspections to the Water Authority's Network shall complete the required transfer of CCTV related data and a separate transfer via DVD, etc. shall not be required. The Contractor is required to keep, until final acceptance and close-out of the project, a backup of all work completed.

**B. Submittal Frequency**

The Contractor shall make weekly uploads of completed inspections. On a monthly basis, a digital Excel log book with index will be submitted with the invoice requesting payment for the completed work, but a monthly resubmittal of the digital data will not be required.

**C. Video Format and Contents**

1. Videos shall be prepared and submitted in H.264 formatted .mp4 with a resolution of 640 X 480. Data shall be encoded onto video as enabled within ITpipes software.
2. At the beginning of each inspection run, the general information of the inspection shall be displayed in the following format:
  - a. Date of the recording
  - b. Time of the recording
  - c. Name of the Contractor performing the CCTV inspection
  - d. Map page
  - e. Direction of inspection (upstream or downstream)
  - f. Pipe type or liner material
  - g. Pipe diameter
  - h. Length of reach to be televised

- i. Manhole number from which the camera is traveling
  - j. Manhole number to which the camera is traveling
- 3. In addition, each recording shall continuously display the following information:
  - a. Zone Atlas Page
  - b. Number of the manhole from which the camera is traveling
  - c. Number of the manhole to which the camera is traveling
  - d. Date of recording
  - e. Pipe diameter
  - f. Pipe type/material
  - g. Footage (continuously updated as indicated below)
- 4. The information shall be displayed at the lower left hand corner of the image in accordance with the following format:
  - a. Zone Atlas Page
  - b. Manhole No. \_\_\_\_\_ to Manhole No. \_\_\_\_\_
  - c. Pipe Size and Type/Material \_\_\_\_\_
  - d. Date \_\_\_\_\_
  - e. Footage \_\_\_\_\_
- 5. In the event that Contractor observes pipe conditions which are subject to imminent collapse, the Contractor shall alert the ABCWUA the next morning. Imminent collapse is defined as a PACP code of SMW, BSV, BVV, HSV, or HVV. The Contractor shall immediately alert Dispatch (842-WATR; 842-9287) in the event a collapse (PACP rating of XP) is encountered.

**D. Audio Requirements**

The recording shall include an audio portion describing the condition of the sewer with the video image. The audio portion shall be in English and be sufficiently free of background noise to produce an oral report that is clear and easily discernible. At the beginning of each inspection run, the audio shall identify the Contractor name, date, time, street location, quarter section, pipe size, pipe type/material, direction of inspection (upstream or downstream), and the manhole numbers at the beginning and end of each run. The audio shall note the location and condition of the pipe defects, including all cracks, breaks, cracked or misaligned joints, root intrusion, infiltration, missing pieces of pipe, corrosion, deposits, obstructions, dips in the pipe which cause the camera to go underwater, and any other items which reflect the condition of the sewer line. The audio shall also note the location of the connections to the nearest foot, clock positions of the connections, condition of connections, and whether the connection is in service.

#### **E. Digital Recording**

Continuous digital recordings of the inspection view as it appears on the monitor shall be stored. Unless directed otherwise by the Project Manager, the recording shall be H.264 formatted .mp4. H.264 video compression is the standard format for streaming video over web browsers. It provides high quality video with reduced file sizes. The inspection image files (pictures) shall have the ability to be exported to Industry Standard Formats, including JPEG, BMP, and TIFF formats, and shall be transferable to an external personal computer, however, the need to transfer is not anticipated. The operator shall pause the digital recording at any time there is a delay in the inspection. The pause shall in no way affect, freeze or interrupt the replay of the video and shall not close the video file during the inspection. The data shall be time coded using the elapsed time from the video file. The naming of the associated picture or video files shall be automated and shall match the Water Authority's inspectIT template settings for video/media file naming.

### **15. MEASUREMENT AND PAYMENT**

#### **A. CCTV Inspection**

Payment shall be full compensation for all labor, materials, and equipment for all CCTV inspections specified in the Contract Documents. This includes the required documentation of completed work. This includes the GPS coordinates per Specification 13.B.3. This includes project management and meetings. Measurement for televising shall be the intervening distance between the centers of manholes along a line parallel to the pipe invert, paid per linear foot.

#### **B. Normal Cleaning**

For this contract, the purpose of cleaning sanitary sewers is to allow for condition assessment of the upper half of the pipelines by allowing CCTV equipment to successfully pass through the pipeline from one manhole to another while videoing the condition of the upper half of the pipeline. Full cleaning of all debris from the pipeline is not required as part of this contract. Normal cleaning will be considered incidental to the CCTV operations.

#### **C. Heavy Cleaning**

Payment for heavy cleaning will be made when a minimum of two passes of incidental high velocity normal cleaning is not sufficient to remove roots or heavy debris to allow CCTV inspection. Heavy cleaning will require the Water Authority to inspect the site condition and approve payment prior to commencement of cleaning work. Measurement for heavy cleaning shall be the intervening distance between the centers of manholes along a line parallel to the pipe invert, paid per linear foot.



### **Mobilization and Demobilization**

Payments for Mobilization and Demobilization will be made according to the following schedule:

1. 25% of bid item upon completion of 0 - 5% of WORK
2. 50% of bid item upon completion of 5 - 10% of WORK
3. 75% of bid item upon completion of > 90% of WORK
4. 90% of bid item upon completion of 95 - 100% of WORK
5. Remainder of bid item upon completion of 100% of WORK

Separate lump sum payments shall be made for Phase 1 and, if awarded, Phase 2.

## **16. PAYMENTS TO CONTRACTOR AND COMPLETION**

### **A. Schedule**

At least ten (10) days prior to the first Application for Payment, Contractor shall submit to the Water Authority a progress schedule. This schedule shall be satisfactory in form and substance to the Water Authority.

### **B. Application for Progress Payment**

Payment to Contractor will be made from Water Authority funds as follows:

1. Progress payments will be made monthly, commencing upon receipt of the order to commence work (Notice to Proceed). After each such Application for Payment has been approved by the Water Authority, the Water Authority will make payment to the Contractor in the amount of each such Application for Payment.
2. If the Water Authority fails to make a particular progress payment to Contractor as specified herein, such a failure shall not be held to violate or void this contract and no interest or penalty payment shall be owing to Contractor on such progress payment.



**SMALL DIAMETER SANITARY SEWER LINE INSPECTION**  
**BID ITEMS**

<b><u>Item No.</u></b>	<b><u>Activity Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Total Cost</u></b>
1.	Mobilization / Demobilization (Section 15.D)	1	LS	_____
2.	CCTV Inspection (Section 15A)	350,000	LF	_____
3.	Heavy Cleaning (Section 15.C)	35,000	LF	_____
<b><u>TOTAL BID PRICE</u></b>				_____

Notes

LS = Lump Sum.

LF = Linear Feet.

Large Diameter Sewers are not included in this contract.

Unit Prices to include all necessary travel time, mileage, vehicles, lodging, applicable taxes, and per diem allowances.

No separate payment will be made for costs associated with bid preparation.

## **BIDDER QUALIFICATION FORM**

**Project Name: Small Diameter Sanitary Sewer Line Inspection**

**Project No. B2019000003**

Water Authority Purchasing Administrator, Candida Kelcourse, will review the bids submitted and contact the two apparent Lowest Bidders. The two apparent Lowest Bidders shall submit the completed Bidder Qualification Form and other required documentation (as set forth in Section 3 of the Specifications) **no later than 5:00 p.m. (local time) four (4) working days after the bid closing date.** All required documentation shall be delivered to Purchasing Administrator, Candida Kelcourse at **the address below**. Failure to comply with this requirement may render the bid nonresponsive and the bid may be rejected at the Water Authority's discretion.

Questions regarding this solicitation shall be directed to Water Authority Purchasing Administrator, Candida Kelcourse, whose contact information is as follows:

Albuquerque Bernalillo County Water Utility Authority  
ATTN: Candida Kelcourse, Purchasing Administrator  
One Civic Plaza, NW  
Room 5027  
Albuquerque, NM 87102  
Office: (505) 289-3227  
Fax: (505) 289-3249  
Email: [ckelcourse@abcwua.org](mailto:ckelcourse@abcwua.org)

### **COMPANY INFORMATION**

1. Provide the name and address of the Contractor to perform the CCTV video inspection.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. How many years has this organization been in business as a Contractor or Subcontractor under the present business name? \_\_\_\_\_ years
3. Provide the name of field Superintendent proposed for this project.  
\_\_\_\_\_
4. List the Contractor's proposed project manager and field superintendent's experience. Information shall include at least three (3) successfully completed projects within the last five (5) years that meet the superintendent qualifications specified in Section 3.C. The proposed superintendent must have been superintendent for the three (3) listed projects. Use additional sheets if necessary. Resumes must be included with this Bidder Qualification Form.  
\_\_\_\_\_  
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\_\_\_\_\_

**REFERENCED PROJECT 1 (Refer to Section 3.B.)**

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

a. Location of Project: \_\_\_\_\_

b. Dates of work: \_\_\_\_\_

c. Project Owner's Name: \_\_\_\_\_

d. Contact Name, Address, and Phone No.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Superintendent's Name: \_\_\_\_\_

f. PACP Certification Date: \_\_\_\_\_

g. Equipment Used: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

h. Experience with ITpipes software (Y/N) \_\_\_\_\_

i. Footage of small diameter sewer main video collected: \_\_\_\_\_

j. Cleaning performed: (Y/N) \_\_\_\_\_

k. Pavements cut to expose manholes: (AC, Concrete, Soil) \_\_\_\_\_

l. Were there any sewer spillages / overflow occurrences? Describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

m. Project Cost: \_\_\_\_\_

**REFERENCED PROJECT 2 (Refer to Section 3.B.)**

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

a. Location of Project: \_\_\_\_\_

b. Dates of work: \_\_\_\_\_

c. Project Owner's Name: \_\_\_\_\_

d. Contact Name, Address, and Phone No.:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e. Superintendent's Name: \_\_\_\_\_

f. PACP Certification Date: \_\_\_\_\_

g. Equipment Used: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

h. Experience with ITpipes software (Y/N) \_\_\_\_\_

i. Footage of small diameter sewer main video collected: \_\_\_\_\_

j. Cleaning performed: (Y/N) \_\_\_\_\_

k. Pavements cut to expose manholes: (AC, Concrete, Soil) \_\_\_\_\_

l. Were there any sewer spillages / overflow occurrences?

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

m. Project Cost: \_\_\_\_\_

**REFERENCED PROJECT 3 (Refer to Section 3.B.)**

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

a. Location of Project: \_\_\_\_\_

b. Dates of work: \_\_\_\_\_

c. Project Owner's Name: \_\_\_\_\_

d. Contact Name, Address, and Phone No.:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e. Superintendent's Name: \_\_\_\_\_

f. PACP Certification Date: \_\_\_\_\_

g. Equipment Used: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

h. Experience with ITpipes software (Y/N) \_\_\_\_\_

i. Footage of small diameter sewer main video collected: \_\_\_\_\_

j. Cleaning performed: (Y/N) \_\_\_\_\_

k. Pavements cut to expose manholes: (AC, Concrete, Soil) \_\_\_\_\_

l. Were there any sewer spillages / overflow occurrences? Describe:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

m. Project Cost: \_\_\_\_\_

This Bidder Qualification Form is hereby respectfully submitted by:

Name of Bidder (Company): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) Date

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

---

**BIDDER QUALIFICATION FORM  
CHECK LIST**

- \_\_\_\_\_ Cover Letter (Refer to Section 3.A)
  
  - \_\_\_\_\_ Contractor Experience (Refer to Section 3.B)
  
  - \_\_\_\_\_ Personnel Experience (Refer to Section 3.C)
  
  - \_\_\_\_\_ Work Sample DVD (Refer to Section 3.D)
  
  - \_\_\_\_\_ Certification (Refer to Section 3.E.1 to 3)
  
  - \_\_\_\_\_ Referenced Project #1
  
  - \_\_\_\_\_ Referenced Project #2
  
  - \_\_\_\_\_ Referenced Project #3
-





ABCWUA  
Albuquerque Bernalillo County  
Water Utility Authority  
1 Civic Plaza NW  
Room 5027  
Albuquerque, NM 87102

LINE ITEM LUMP SUM VIEW of Abstract of Responses for Request for Quotation <a href="#">#B2019000003</a> <b>SORTED BY VENDOR</b>			
NIGP Nbr: <b>96292</b>		Short Desc: <b>Mobilization / Demobilization (Section 15.D)</b>	
Contract Start Date		Solicitation Line Items: <b>3</b>	Requisition Nbr
<b>Mon Oct 01 2018 00:00:00</b>		Sorted by Line Item Amount View	<b>R2019000014</b>
Estimated Price: <b>0</b>			

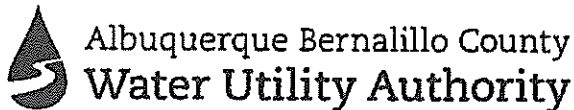
Vendor Prices							
ITM	Qty/ UOM	NIGP/ Descr	<a href="#">JP MAINLINE P00000114654</a>	<a href="#">HOFFMAN SOUTHWE P00000111231</a>	<a href="#">PIPELINE VIDEO P00000114682</a>	<a href="#">ACE PIPE CLEANI P00000099929</a>	
1	1 EA	<b>96292</b> <a href="#">Mobilization / Demobiliza</a>	\$2000.00 (\$2000.00)	\$3800.00 (\$3800.00)	\$10000.00 (\$10000.00)	\$16000.00 (\$16000.00)	
2	350000 LF	<b>96292</b> <a href="#">CCTV Inspection (Section</a>	\$0.70 (\$245000.00)	\$0.80 (\$280000.00)	\$0.80 (\$280000.00)	\$1.50 (\$525000.00)	
3	35000 LF	<b>96292</b> <a href="#">Heavy Cleaning (Section 1</a>	\$0.70 (\$24500.00)	\$0.90 (\$31500.00)	\$1.30 (\$45500.00)	\$1.50 (\$52500.00)	
000	0	<a href="#">N/A</a>	N/A	N/A	N/A	N/A	N/A (N/A)

[Document Status Report](#)
[Sorted by Line Item Amount View](#)
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- agency\_buyer\_AbstractLS\_ByVndrView (revised: 2012.10.19) - Machine: sc107p-rh70\_ProdAppV7b IP: 52.9.174.53 DB:QUASAR Wed, 12 Sep 2018

Agency ID: A00000000054 Dept ID: AGENCY User ID: cakelcourse



Albuquerque Bernalillo County  
Water Utility Authority

PO Box 568  
Albuquerque, NM 87103-0568  
505-289-3100  
www.abcwua.org

**Chair**

Trudy E. Jones  
City of Albuquerque  
Councilor, District 8

**Vice Chair**

Debbie O'Malley  
County of Bernalillo  
Commissioner, District 1

Pat Davis

City of Albuquerque  
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Mayor

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City of Albuquerque  
Councilor, District 3

Steven Michael Quezada

County of Bernalillo  
Commissioner, District 2

Lonnie Talbert

County of Bernalillo  
Commissioner, District 4

**Ex-Officio Member**

Pablo R. Rael  
Village of Los Ranchos  
Board Trustee

**Executive Director**

Mark S. Sanchez

**Website**

www.abcwua.org

October 4, 2018

**Hoffman Southwest Corp., dba Professional Pipe Services** is the lowest responsive bidder for B2019000003, Small Diameter Sanitary Sewer Line Inspection.

A line item abstract is attached for your review. As no preferences were applied for, there is not a preference worksheet to review.

All Pro Sewer and Dain was not the apparent low bidder and was notified of being non-responsive based on noncompliance with an electronic submittal of the bid as required in Section 11.1 of the Request for Bids General Instructions, Terms and Conditions.

JP Mainline LLC was notified of being non-responsive based on noncompliance with meeting the minimum required contractor experience in Section 3.B of the bid specifications.

If the bid result is acceptable, please sign in the appropriate place and return the document to me.

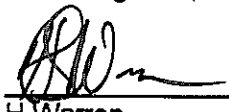
Respectfully,

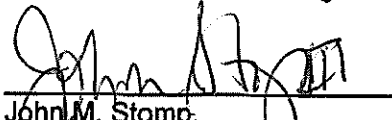
Andrea Chandler

APPROVED:

 10/4/18  
Kevin Lukow, (Date)  
Research Analyst, Field

 10/4/18  
Mark Holstad, (Date)  
Chief Engineer, Field-Collections

 10/4/18  
H Warren, (Date)  
Field/Plant Division Manager

 10/8/18  
John M. Stomp, (Date)  
Chief Operating Officer

cc: B2019000003



LINE ITEM LUMP SUM VIEW of Abstract of Responses for Request for Quotation #B2019000003 <b>SORTED BY VENDOR</b>			
NIGP Nbr: 96292	Short Desc: Mobilization / Demobilization (Section 15.D)		
Contract Start Date	Solicitation Line Items: 3	Requisition Nbr	
Mon Oct 01 2018 00:00:00	Sorted by Line Item Amount View	Back	R2019000014
Estimated Price: 0			

				Vendor Prices			
ITM	Qty/ UOM	NIGP/ Descr	JP MAINLINE P00000114654	HOFFMAN SOUTHWEST P00000111231	PIPELINE VIDEO P00000114682	ACE PIPE CLEAN P00000099929	
1	1 EA	96292 Mobilization / Demobiliza	\$2000.00 (\$2000.00)	\$3800.00 (\$3800.00)	\$10000.00 (\$10000.00)	\$16000.00 (\$16000.00)	
2	350000 LF	96292 CCTV Inspection (Section 1)	\$0.70 (\$245000.00)	\$0.80 (\$280000.00)	\$0.80 (\$280000.00)	\$1.50 (\$525000.00)	
3	35000 LF	96292 Heavy Cleaning (Section 1)	\$0.70 (\$24500.00)	\$0.90 (\$31500.00)	\$1.30 (\$45500.00)	\$1.50 (\$52500.00)	
000	0	N/A	N/A	N/A	N/A	N/A	N/A (N/A)

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Meeting Date: September 25, 2019  
Staff Contact: John M. Stomp, Chief Operating Officer

**TITLE: C-19-33 – Approval of Contract with Hazen and Sawyer for the Winrock Water Resource Recovery Plant**

**ACTION: Recommend Approval**

**BACKGROUND:**

Winrock shopping center has been undergoing major renovations over the last several years and approached the Water Authority about developing a reuse project that would provide non-potable water for irrigation, landscaping and potential food crops. Winrock solicited and obtained funding of \$ 2.1 million from the State Legislature to design and construct a water resource recovery plant that will be located adjacent to Winrock.

**SUMMARY:**

The Albuquerque Bernalillo County Water Utility Authority issued the Request for Proposals (RFP) P2020000001, Winrock On-Site Water Resource Recovery Plant to solicit proposals from qualified vendors to provide engineering design and consulting services for the project described above.

The RFP was posted on BidSync and advertised in the local newspaper. Eight (8) responses were submitted for evaluation. The Selection Advisory Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP.

Based on the recommendations of the Selection Advisory Committee, the Executive Director recommends the award of a contract to Hazen and Sawyer, as they had the highest composite score, are qualified to perform the work, and meets the requirements of the RFP. The highest total composite score possible without preferences applied is 100. All scores listed are the combined average of all Committee members with applicable preferences applied. The respective scores are as follows:

<u>Respondent Score</u>	
Hazen & Sawyer	89
NCS Engineers	76
Stantec	83
Tierra West	83
Smith Engineering Company	85
Huitt-Zollars, Inc.	85
Wilson & Co.	88

This approval is intended to delegate signature authority to the Executive Director to enter into a contract with Hazen and Sawyer to provide engineer design and consulting services based on the Recommendation of Award of RFP P2020000001.


If approved by the Board, an Agreement will be executed between the Water Authority and Hazen to enable them to provide these services.


**FISCAL IMPACT:**

The fiscal impact is expected to be \$ 300,000.00, excluding taxes, for the current fiscal year from grant funding received from the State Legislature. The Water Authority is administering and managing the project. Approval of this item shall also serve as delegation of authority for the Executive Director to approve all future amendments to this purchase order, if any.

# Memo

**To:** Mark S. Sanchez, Executive Director

**From:** Candida Kelcourse, Purchasing Administrator 

**Through:** Jonathan Daniels, Chief Purchasing Officer 

**Date:** September 4, 2019

**Re:** Recommendation of Award, P2020000001, Winrock On-Site Water Resource Recovery Plant

The Albuquerque Bernalillo County Water Utility Authority issued the referenced Request for Proposals (RFP) to solicit proposals from qualified vendors to provide engineering services for the Winrock On-Site Water Resource Recovery Plant Project.

The RFP was posted on the BidSync website and advertised in the local newspaper. Eight (8) responses were received and submitted for evaluation. The Selection Advisory Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP.

Listed are all the respondents' average composite scores with preferences applied for the offeror(s) with an asterisk (\*). The largest total composite score possible without preferences applied is 100.

<u>Offeror</u>	<u>Total Composite Score</u>
Hazen & Sawyer	89
NCS Engineers	76*
Stantec	83
Tierra West	83*
Smith Engineering Company	85*
Huitt-Zollars, Inc.	85*
Wilson & Co.	88*
Carollo Engineers	88*

The Committee recommends the award of contract to **Hazen & Sawyer, DPC** as that company had the highest average composite score after final scoring and is qualified to perform the work. I concur with the Committee's recommendation.

Water Authority Board approval is required for this procurement.

Approved:

Recommended:

  
\_\_\_\_\_  
Mark S. Sanchez                      Date  
Executive Director

 9/5/19  
\_\_\_\_\_  
John M. Stomp                      Date  
Chief Operating Officer

Enclosures: Composite Score Sheet



**Composite Score Tabulation**  
**P2020000001 WINROCK ON-SITE WATER RESOURCE RECOVERY PLANT**

EVALUATION CRITERIA	EVALUATION FACTORS (Max pts)	OFFERORS							
		Hazen	NCS	Stantec	Tierra West	Smith	Huitt Zollars	Wilson & Co	Carollo
1. General Information: Establishment of the firm; number of employees; technical disciplines; registrations; location the services will be performed.	5	4	4	4	5	5	5	5	5
2. Assigned Personnel: Organization plan for the management of the Services; organizational chart; list of all consultants and subconsultants to be used for the Services and a summary description of the proposed work to be performed by each; qualifications of all personnel including unique knowledge, experience, field(s) of specialization, and education.	15	13	10	13	9	10	12	12	11
3. Experience of the Offeror: Previous projects of a similar nature; client contacts; examples of the Project Manager's experience.	25	21	17	21	17	18	18	18	23
4. Technical Approach: Offeror's understanding of the Scope of Services; list of deliverables; a detailed work breakdown; projected person-hours; schedule for the Project; use of subconsultants and other third party contractors; quality control procedures; specialized problem solving.	35	32	26	28	24	26	27	27	27
5. Cost Control: Cost control and estimating techniques; cost control of the design process; cost control of the construction cost; cost estimating techniques; comparison of bid awards to final cost estimates	10	9	7	8	8	7	7	8	8
6. Quality and Content of Proposal: Each Offeror shall exhibit their ability to submit a quality Proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this RFP. Points may be deducted in this category if Proposal contains errors in spelling, punctuation, grammar, formatting or organizational mistakes. Clarity and realism in approach, technical soundness, and proposed enhancements to elements that are outlined in the RFP may also affect points in this category.	10	9	7	8	6	8	6	9	9
<b>TOTAL COMPOSITE SCORES</b>		<b>89</b>	<b>71</b>	<b>83</b>	<b>68</b>	<b>75</b>	<b>75</b>	<b>78</b>	<b>83</b>
Resident Business Preference	Up to 5%		5		5	5	5	5	5
Resident Veteran Business Preference	Up to 10%								
Recycled Content Goods Preference	Up to 5%								
Local Business Preference	Up to 5 %				5	5	5	5	
Small Business Preference	Up to 5%				5				
Pay Equity Preference (NOT CURRENTLY AVAILABLE)	Up to 5%								
15% Preference Max		0	5	0	15	10	10	10	5
<b>TOTAL COMPOSITE SCORES WITH PREFERENCES</b>		<b>89</b>	<b>76</b>	<b>83</b>	<b>83</b>	<b>85</b>	<b>85</b>	<b>88</b>	<b>88</b>
<b>RANKING</b>		<b>1</b>	<b>8</b>	<b>6</b>	<b>7</b>	<b>4</b>	<b>5</b>	<b>2</b>	<b>3</b>
		Hazen	NCS	Stantec	Tierra West	Smith	Huitt Zollars	Wilson & Co	Carollo



**AGREEMENT  
BETWEEN THE  
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY  
AND  
HAZEN AND SAWYER, D.P.C.  
2020000001 WINROCK ON-SITE WATER RESOURCE RECOVERY PLANT  
PROJECT NO. 02199.00**

**THIS AGREEMENT** is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, hereinafter referred to as "Owner" or the "Water Authority", and Hazen and Sawyer, D.P.C., hereinafter referred to as the "Consultant," a New York Corporation, whose address is 498 7th Ave., 11th fl., New York, NY 10018.

In consideration of the mutual obligations stated herein, the parties hereto agree as follows:

**1. Scope of Services:** Consultant shall perform the following professional engineering services (hereinafter the "Services") for the Project identified above in a satisfactory and proper manner, as determined by Owner:

- Basic Services as described in Exhibit A to this Agreement.
- Additional Services which are not included in Exhibit A and not reasonably inferable as part of the Basic Services. Prior to commencing any Additional Service, Consultant shall prepare an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee. Consultant shall perform the Additional Service only after written acceptance of the Additional Services Proposal by Owner and execution of an amendment to this Agreement by the parties. Upon acceptance by Owner, each Additional Services Proposal and the Services performed by Consultant pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

**2. Term of Agreement:** This Agreement shall commence on the date of final execution by Owner and continue through **June 30, 2022**. If the Project is completed sooner, the Agreement shall terminate at such time. If the Project is in progress but not completed by the end of the term, the Agreement shall continue until Project completion, but may not exceed the term allowed by the Procurement Ordinance for contracts of this type; except that the Chief Procurement Officer may approve, by written Determination, a continuation beyond the term allowed.

**3. Compensation and Method of Payment:**

3.1 *Total Compensation.* For performing the Services specified in Section 1 hereof, Owner agrees to pay Consultant up to the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), plus any applicable gross receipts taxes (the "Total Compensation"). Such amount consists of:

- the **Basic Services Fee**, estimated to be \$ \_\_\_\_\_ ,
- **Reimbursable Expenses** estimated to be \$ \_\_\_\_\_ , and
- **subconsultants' charges** estimated to be \$ \_\_\_\_\_ .

The estimated Total Compensation constitutes full and complete compensation for Consultant's Services under this Agreement, including all expenditures made and expenses incurred by Consultant in performing such Services.

3.1.1 The estimated amounts contained in this Section 3 are not the minimum or maximum amounts which may be payable to Consultant under this Agreement.

3.1.2 Consultant shall give Owner written notice if it becomes apparent that an estimated amount will be exceeded. Upon such notice, Owner and Consultant shall promptly review the Services remaining to be performed and compensation for such Services. Owner may exercise its right to suspend or terminate Consultant's Services for Owner's convenience, agree to compensation exceeding said estimated amount, or agree to a reduction in the remaining Services to be rendered by Consultant. If Owner decides not to suspend Consultant's Services during negotiations and Consultant exceeds the estimated amount before Owner and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining Services, the Consultant shall be paid for all Services rendered hereunder.

3.2 *Basic Services Compensation.* The Basic Services Fee shall consist of:

- a lump sum amount distributed as follows over the Phases listed below:

Preliminary Design Phase	\$ _____	
Final Design Phase	\$ _____	
SUBTOTAL Lump Sum Services (Fixed Amount)		\$ _____

- an amount equal to Consultant's Direct Labor Costs ("DLC") times a factor of \_\_\_\_\_ for the Services of Consultant's personnel engaged on the Project distributed as follows over the Phases listed below:

Construction Phase	\$ _____	
Post Construction Phase	\$ _____	
SUBTOTAL DLC Services (Estimated Amount)		\$ _____
TOTAL Basic Services Fee		\$ _____

3.2.1 The lump sum amounts stated above include compensation for Consultant's Services and Services of subconsultants, if any; and appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses. The DLC amounts above incorporate all labor, overhead, and profit.

3.2.2 "Direct Labor Costs" or "DLC" means salaries and wages paid to employees but does not include payroll-related costs or benefits.

3.2.3 A schedule of all personnel who will be assigned to the Project along with their titles and DLC hourly wage is attached to this Agreement as Exhibit B, and may be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Consultant.

3.2.4 Consultant may alter the allocation of funds between the Phases set out above to be consistent with Services actually rendered, but shall not exceed the Subtotals for Lump Sum or DLC Services or the Total set out above unless approved in writing by Owner.

3.3 *Reimbursable Expenses.*

3.3.1 Reimbursable Expenses include actual and reasonable expenses incurred by Consultant solely and directly in connection with the performance of Consultant's Services as follows:

- Expenses of transportation (including coach class air travel) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of New Mexico are not reimbursable unless expressly approved by the Owner in advance.
- Fees paid for securing approval of authorities having jurisdiction over the Project.
- Professional models and renderings if requested by Owner.
- Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other Project-related work product, other than that used solely in-house by Consultant.
- Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.
- Other expenses approved in writing by Owner.

3.3.2 Consultant shall not be entitled to receive payment for legal services which Consultant procures or employs for any matter related to the Project except when advance written approval is given by Owner's Attorney.

3.3.3 Reimbursable Expenses shall be billed at the actual cost to Consultant unless otherwise provided herein.

3.4 *Subconsultants' Charges.* Subconsultants' charges shall be billed to Owner at the actual cost to Consultant times a factor of \_\_\_\_\_ unless otherwise provided herein.

3.5 *Monthly Payments.* The portion of the Total Compensation billed each month for Consultant's Services will be based:

- For Lump Sum Services, upon the agreement of the project managers of Owner and Consultant as to the percentage of total Services actually completed for each Phase during the billing period;
- For DLC Services, on the Direct Labor Costs attributable to the cumulative hours charged to the Project by Consultant's principals and employees multiplied by the above-designated factor during the billing period;
- For Reimbursable Expenses on those billed during the billing period; and
- For subconsultant's charges on those billed to Consultant during the billing period.

3.6 *Additional Services.* Owner shall pay Consultant for Additional Services of Consultant's personnel engaged directly on the Project, pursuant to an Additional Services Proposal approved by Owner, utilizing one or a combination of the following methods:

- Payment of a lump sum amount which includes compensation for Consultant's Services and Services of subconsultants, if any, and incorporates amounts to account for labor, overhead, profit, and Reimbursable Expenses.
- Payment of an amount equal to the cumulative hours charged for the Additional Services by each class of Consultant's personnel times Standard Hourly Rates for each applicable

billing class for all Services performed on the Project, which amount incorporates all labor, overhead, profit, Reimbursable Expenses and subconsultants' charges, if any.

- Payment of an amount equal to Consultant's Direct Labor Costs times a factor of \_\_\_\_\_ for the Services of Consultant's personnel engaged in providing the Additional Services which amount incorporates all labor, overhead, profit, Reimbursable Expenses, and subconsultants' charges, if any.
- As otherwise provided in the approved Additional Services Proposal.

A Schedule of Standard Hourly Rates for Consultant's personnel is attached to this Agreement as Exhibit C, and may be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Consultant.

3.7 *Invoice Required.* Payments shall be made to Consultant upon receipt by Owner of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of Owner and on the condition that Consultant has accomplished the Services to the satisfaction of Owner. Applicable taxes will be stated separately on each invoice and paid by Owner at current rates. Taxes may not be billed more than sixty (60) days after completion of the Services to which they apply.

3.8 *Gross Receipts Tax/Non-Taxable Transactions.* Consultant shall use and require the use of non-taxable transaction certificates by subcontractors and suppliers whenever allowed by law. In any event, Consultant shall not include gross receipts taxes paid to others as a part of the base dollar amount upon which Consultant calculates its gross receipts taxes when billing Consultant's fees and expenses to Owner.

3.9 *Appropriations.* Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Water Authority Board, this Agreement may be terminated at the end of Owner's then current fiscal year upon written notice given by Owner to Consultant. Such event shall not constitute an event of default. All payment obligations of Owner and all of its interest in this Agreement will cease upon the date of termination. Owner's decision as to whether sufficient appropriations are available shall be accepted by Consultant and shall be final.

3.9.1 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 Consultant written notice of such termination. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. Consultant hereby waives any rights to assert an impairment of contract claim against the Owner or the New Mexico Environment Department or the State of New Mexico in the event of immediate or early termination of this Agreement by the Owner or the Department.

3.10 *Non-Exclusivity.* With respect to the purchase of Services on an as needed basis, Owner is not obligated to make any such purchases under this Agreement and Owner may contract with other firms to provide such services at any time.

3.11 *Final Payment.* Consultant, by its acceptance of final payment of the amounts due under this Agreement, releases Owner, its officers and employees, from all liabilities and obligations for

fees and costs due under this Agreement, including, but not limited to, all damages, losses, costs, liability, and expenses (including, but not limited to, attorney's fees and costs of litigation) that Consultant may have. All representations, including standard of care issues made in this Agreement will survive final payment and termination or completion of this Agreement.

#### **4. Consultant's Responsibilities and Limitations.**

4.1 *General Terms and Conditions.* Except as limited by this Agreement, Consultant's duties and responsibilities, Consultant's relationship with the Contractor, and the limitations of Consultant's authority during the Project shall be in accordance with the General Terms and Conditions, as amended and in effect on the date of Owner's execution of this Agreement, or such other or additional terms and conditions of the Contract between Owner and the Contractor for construction of the Project, all of which are incorporated herein as though set forth in full. Said Contract shall not be modified without Consultant's written consent, to the extent such changes affect the Services required by this Agreement.

4.2 *Standard of Care.* Consultant shall perform the Services required by this Agreement as expeditiously as is consistent with professional standards of care and the orderly progress of the Project. Failure of Consultant to perform in such a manner or to meet the Project Schedule attached as Exhibit B shall constitute a basis for termination and/or withholding of payment until timely performance is achieved by Consultant.

4.3 *Responsible Party.* Consultant shall provide the services of the following named New Mexico registered architect(s) or engineer(s) who will be in responsible charge of providing the Services required of Consultant under this Agreement in accordance with the New Mexico Architectural Act and/or the New Mexico Engineering and Surveying Act.

---

**Architect or Engineer's name**

---

**New Mexico Certificate Number**

This responsible party shall not be changed without prior approval of Owner, which approval shall not be unreasonably withheld.

4.4 *Limit on Authority.* Consultant agrees not to purport to bind Owner to any obligation not assumed herein by Owner, unless Consultant has express written authority to do so, and then only within the strict limits of that authority.

#### **5.0 Owner's Responsibilities.**

5.1 Owner's responsibilities with respect to the Project, Consultant and the Contractor are described in the General Terms and Conditions and other documents which make up Owner's Contract with the Contractor for construction of the Project, all of which are incorporated herein.

5.2 Owner shall make accessible to Consultant, but not copy, all of its maps, records, reports, or other data pertinent to the Services to be performed by Consultant pursuant to this Agreement, and also make accessible any other maps, records, or other materials available to Owner from any other public agency or body.

5.3 Consultant shall indicate to Owner any additional information needed for the rendering of Services hereunder. Owner shall provide to Consultant such information as is available to Owner and Owner's consultants and contractors, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

**6. Independent Contractor:** Neither Consultant nor its employees are considered to be employees of Owner for any purpose whatsoever. Consultant is considered as an independent contractor at all times in the performance of the Services. Consultant further agrees that neither it nor its employees are entitled to any benefits from Owner under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of Owner under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**7. Personnel:**

7.1 Consultant represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement in a timely manner. Such personnel shall not be employees of or have any contractual relationships with Owner.

7.2 All the Services required hereunder will be performed by Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services. All Services shall be performed in accordance with the standards of the profession.

7.3 None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of Owner. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement. Such agreements shall not be construed as a diminution of Consultant's liability and responsibilities to Owner.

**8. Indemnity:**

8.1 *Indemnification by Consultant.* Consultant agrees to indemnify, and hold harmless Owner and its officers, agents and employees from and against liability, claims, damages, losses or expenses, including attorneys' fees, only to the extent that the liability, damages, losses or costs are caused by or arise out of the acts or omissions of Consultant, its officers, agents or employees in the performance of this Agreement. Nothing in the Agreement shall be construed to require Consultant to indemnify and hold harmless Owner, its officers, agents and employees from and against liability, claims, damages, losses or expenses, including attorneys' fees, arising out of the acts or omissions of Owner or its officers, agents and employees. Receipt by Owner of Consultant's Services under this Agreement and Owner's authorization for Consultant to proceed with the various phases of Services shall not be construed as approval of Consultant's work product by Owner or as the giving of instructions or directions by Owner. This indemnification provision is subject to the limitations and provisions of Section 56-7-1 NMSA 1978.

8.2 *Time and Expenses.* Consultant's time and expenses spent in defending allegations in claims or lawsuits arising from the acts or omissions of Consultant shall be at Consultant's own expense. Consultant shall cooperate with Owner in defending claims and lawsuits arising out of the acts or omissions of Consultant. This will not require of Consultant analyses, computations, and other architect/engineering work which is not in the scope of this Agreement.

8.3 *Indemnification by Contractor.* Owner will require in the general conditions of any construction contract, language which states that the Contractor is required to indemnify and save harmless Owner and Consultant and their officers, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of the performance of the Work by

Contractor, or by reason of any act or omission, neglect or misconduct of Contractor, his agents or employees or any subcontractor, his agents or employees. Owner shall require the Contractor to name Owner and Consultant as additional insureds on the Contractor's commercial general liability insurance policy.

**9. Insurance:** Consultant shall not commence any work under this Agreement until the insurances required in Part II of the RFP, Special Instructions, have been obtained and the proper certificates, riders or endorsements (or policies) have been submitted to Owner.

**10. Reports and Information:** At such times and in such forms as Owner may require, there shall be furnished to Owner such statements, records, reports, data and information, Owner may request pertaining to matters covered by this Agreement. Unless authorized by Owner, Consultant will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to Owner.

**11. Establishment and Maintenance of Records:** Records shall be maintained by Consultant in accordance with applicable law and requirements prescribed by Owner with respect to all matters covered by this Agreement. Except with respect to lump sum fees, records of Consultant's expenses and those of its consultants pertaining to the Services provided shall be kept on the basis of generally accepted accounting principles. Except as otherwise authorized by Owner, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement and shall be available to Owner until all applicable statutes of limitation have run. This Section 11 shall survive and continue beyond the termination of this Agreement or any of its provisions.

**12. Audits:** At any time during normal business hours and as often as Owner may deem necessary, there shall be made available to Owner, or its representative, for examination all of Consultant's records with respect to all matters covered by this Agreement. Consultant shall permit Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Owner shall have the right to audit all such records and billings both before and after payment. Payment under this Agreement shall not foreclose the right of Owner to recover excessive or illegal payments. Consultant and its sub-consultants shall not be compensated under this Agreement for time or costs incurred in complying with this Section.

**13. Ownership and Use of Documents:**

**13.1 Ownership.** All designs, drawings, specifications, notes, computer discs and generated work, regardless of the media used, and other work developed in the performance of this Agreement are the sole property of Owner. This includes, but is not limited to, original construction documents such as calculations, technical data, and data related specifically to the Project, field notes, project manuals, and related documents and other such items developed by Consultant in connection with the Project. All such documents shall vest in and shall become the sole property of Owner whether the Project for which they are made is constructed or not. Production costs of such materials are included within Consultant's Basic Services Fee. With respect to computer programs and computer data, Owner, at its option and at its cost, may require that Consultant provide any and all computer licensing agreements necessary to permit Owner to use computer programs and data related to the Project. As part of the Basic Services Fee, Consultant may

maintain and retain a complete reproducible set of any and all record documents developed under this Agreement. Delivery of original documents shall not be required by Owner prior to completion of the performance or termination of this Agreement. Electronic data delivered to and accepted by Owner shall not include the professional stamp or signature of an engineer or architect. Owner agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with the decline of accuracy or readability of accepted electronic data due to inappropriate storage conditions or duration.

13.2 *Prohibition on Reuse.* All documents, including drawings and specifications prepared by Consultant pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented by Consultant to be suitable for reuse by the Owner on any other project. The original drawings may be marked by Owner or Consultant to designate the restrictions on use of these documents as set forth in this Section.

13.3 *Copyright.* No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant. However, Consultant may use these documents as reference and research materials and as representations of the design of the Project, including photographs of the work among Consultant's promotional and professional materials, provided however that such documents and materials shall not include Owner's confidential or proprietary information in the event Owner has previously advised Consultant in writing of matters that Owner considers confidential or proprietary. Owner shall provide professional credit for Consultant in promotional materials for the Project if so requested, in writing, by Consultant.

13.4 *Additional Copies.* In the event Owner requires additional copies of the documents prepared under this Agreement, prior to Consultant's delivery of the original documents to Owner, Consultant agrees to promptly provide copies upon request and Owner agrees to reimburse Consultant for reasonable costs of reproduction, not to exceed actual costs of reproduction including labor costs expended in providing the requested copies.

#### **14. Ethical Conduct:**

14.1 *General.* Consultant warrants that it will perform the Services under this Agreement in compliance with the Ethical Conduct provisions (§2-390) and Unfair Business Practices provisions (§2-376) of the Procurement Ordinance, the Water Authority Code of Conduct, the Governmental Conduct Act (Sections 10-16-1 through 10-16-18, NMSA), the New Mexico criminal statutes prohibiting bribes, gratuities and kickbacks (Sections 30-41-1 through 30-41-3 NMSA 1978), and any other Water Authority or New Mexico laws, ordinances, rules and regulations, policies, procedures and administrative instructions applicable to ethical conduct. Consultant warrants that is presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement.

14.2 *Employee Conflicts.* Consultant further covenants that, in the performance of this Agreement, no person having a direct or indirect interest which would conflict in any manner or degree with his or her performance in connection with this Agreement shall be employed by Consultant. Consultant also agrees that neither it nor anyone employed by it shall have an interest, direct or indirect, in any company hired for the Project as a contractor, subcontractor, supplier, or manufacturer, except for those areas of construction for which Owner provides construction phase inspection that is independent of Consultant.



14.3 *Litigation.* Consultant agrees to not serve in the capacity of architect, engineer, consultant, expert, or expert witness for any party to litigation or pending litigation holding an adverse position to, or claim against, Owner on the same subject matter for which Consultant performs Services pursuant to the terms of this Agreement.

**15. Unfair Business Practices:** Consultant agrees to comply with the Unfair Business Practices provisions (§2-376) of the Procurement Ordinance and the New Mexico Unfair Business Practices Act, Section 57-12-1 et seq. NMSA 1978 (the “Act”). If during the term of this Agreement Consultant has been found to engage in any Unfair Business Practices Consultant agrees to report that finding to the Water Authority Central Purchasing Office. Unfair Business Practices are defined as a system or pattern of acts or practices that a federal or State enforcement agency has made a formal finding within the last three years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the Act, or an applicable federal or State consumer protection law relating to the Scope of this Agreement or that have violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency, or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

**16. Compliance with Laws:** In providing the Services outlined herein, Consultant shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments, including, but not limited to the New Mexico Human Rights Act, Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all federal, State and local statutes, regulations and executive orders relating to civil rights.

**17. Changes:** If changes occur in the terms and conditions of this Agreement, scope of services, or the description of the Project, a supplemental agreement may be negotiated at the request of either party.

**18. Assignability:** Consultant shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of Owner thereto.

**19. Dispute Resolution:**

19.1 *Mediation Procedures.* In the event a dispute concerning this Agreement arises, any party seeking relief shall mail or deliver a written demand to the other party, describing the relief sought and the basis for such relief within a reasonable time after the claim, dispute or other matter in question has arisen. Owner and Consultant shall attempt to informally negotiate a resolution of such demand. In the event the negotiations fail or no resolution is reached within fifteen (15) days after receipt of the demand, whichever first occurs, the dispute shall be submitted to non-binding mediation. Each party shall pay in equal shares all fees and costs assessed by the mediator. Unless agreed in writing otherwise, the failure of any party making a demand to request mediation within thirty (30) days of the original submission of the demand shall be deemed a waiver of mediation requirements herein, and the parties shall proceed pursuant to arbitration. In the event the dispute is submitted to arbitration, the parties may enter into a written agreement to stay arbitration pending completion of mediation.

19.2 *Arbitration.* If mediation is not successful, any dispute concerning this Agreement, or the performance, interpretation, or breach thereof, shall then be settled by arbitration pursuant to the Uniform Arbitration Act, Section 44-7A-1 et seq. NMSA 1978 (the “NMUAA”) then in effect.

The arbitrator(s) shall have no power to render an award, which has the effect of altering or amending or changing in any way any provision of this Agreement. The award of the arbitrator(s) shall be final and binding. Judgment upon any such award shall be rendered only by any state or federal court sitting in Bernalillo County, New Mexico. Any and all arbitration proceedings, including discovery ordered by the arbitrator(s) shall take place in Bernalillo County, New Mexico. In any such arbitration, the arbitrator(s) shall have the powers of a court having jurisdiction as well as all of the powers pursuant to the NMUAA. Without limiting the generality of the foregoing, the arbitrator(s) shall have the power to issue orders for injunctive relief.

19.3 *Demand for Arbitration.* Notice of demand for arbitration must be filed in writing with the other parties subject to this Section in accordance with the NMUAA. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen, or mediation has terminated, whichever event occurs last. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

19.4 *Injunctive Relief.* Owner and Consultant consent and agree to the issuance of any temporary restraining order or preliminary injunction, by any Court sitting in Bernalillo County, New Mexico having jurisdiction, upon the application of any party to the arbitration. Such authority of a Court to order injunctive relief shall terminate upon completion of the appointment of an arbitrator(s) who will then have jurisdiction to issue orders for injunctive relief. Any party to the arbitration may apply to the arbitrator(s) for issuance of an injunction or similar relief, and such application shall be heard by the arbitrator(s) within ten (10) days after the application is filed. Any Court in Bernalillo County having jurisdiction to render an order confirming the award of the arbitrator(s) shall have jurisdiction to enter an order confirming the issuance of such injunction and making it an order of the Court.

19.5 *Consolidation and Joinder.* Owner and Consultant consent to the joinder in arbitration of any party necessary for the complete resolution of all disputes arising out of the performance of contracts pertaining to the Work of the Project, including but not limited to the Contractor and its subcontractors and suppliers and any other interested party. Owner and Consultant also consent to the consolidation of any arbitration under this Agreement with any other arbitration involving the performance of contracts pertaining to the Work of the Project.

19.6 *Dispute Resolution.* In the event Owner enters into a construction contract for the Project, Owner shall include a similar dispute resolution provision (with appropriate changes in the description of the parties) in its contract with the Contractor.

**20. Project Suspension:** If the Project is suspended for more than three (3) months or abandoned in whole or in part, Consultant shall be compensated for its Services performed prior to receipt of written notice from Owner of such suspension or abandonment, together with expenses then due. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be subject to renegotiation. In the event fees cannot be agreed upon, Owner may select another consultant, and Consultant shall be entitled to no further fees.

## **21. Termination:**

21.1 *Termination for Default.* If either party should fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party should violate any of the covenants, agreements, or stipulations of this Agreement, such party, in addition to remedies available under

the terms of this Agreement, thereupon shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. Consultant shall be responsible for all direct and consequential costs and damages which may arise out of Consultant's failure to complete the Services in accordance with the schedule of Consultant's Services defined in or pursuant to this Agreement, provided however, Consultant shall not be responsible for damages caused by Owner's delay. Consultant shall not be entitled to delay damages against Owner for delay of the performance of this Agreement caused by Owner or any third parties.

21.2 *Termination Due to Abandonment.* In the event that the Project is abandoned by Owner, Owner may terminate this Agreement at any time by giving at least fifteen (15) days written notice to Consultant.

21.3 *Termination for Convenience of Owner.* Owner may terminate this Agreement, in whole or in part, without cause and for Owner's convenience at any time by giving at least fifteen (15) days written notice to Consultant.

21.4 *Termination Due to Non-Funding.* In the event the construction project funds out of which this Agreement is funded are depleted to the extent the funds are inadequate for Owner to make the payments required pursuant to this Agreement, Owner may terminate this Agreement by giving at least ten (10) days written notice to Consultant.

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

21.5 *Effect of Termination.* Upon Consultant's receipt of a notice of termination, Consultant shall promptly discontinue all Services affected, unless otherwise directed in writing by Owner. All finished or unfinished documents, data, sketches, calculations, summaries, estimates, records, schedules, studies, surveys, drawings, maps, models, photographs, reports, and such other information and data accumulated in the performance of Services under this Agreement, whether complete or in progress, prepared by Consultant under this Agreement shall become Owner's property regardless of the cause for termination. Consultant shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including reimbursable expenses authorized by Owner which are then due, but shall not be entitled to recover any consequential damages, including, but not limited to, loss of anticipated profits, for any termination allowed pursuant to this Section. In the event of termination, Owner may take over the Work of the Project and continue the Project by contract with another party or with its own staff.

**22. Formal Notices:** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid. In the instance of termination of this Agreement, notice shall be sent by certified mail, addressed as follows:

Albuquerque Bernalillo County Water Utility Authority  
One Civic Plaza NW, Room 5012  
Albuquerque, New Mexico 87102

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided. In addition, nothing contained herein shall preclude the transmission of routine correspondence, messages and information between the respective parties to this Agreement, either at the Project site or at the home offices of either party, or by an official of either party or their representatives.

**23. Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**24. Enforcement:** Consultant agrees to pay to Owner all costs and expenses including reasonable attorneys' fees incurred by Owner in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

**25. Entire Agreement:** The RFP, Consultant's Proposal submitted in response to the RFP, and all Exhibits and other documents attached or referred to in this Agreement, or within the standard of care of the industry, are hereby incorporated into and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. The terms RFP, Proposal, and Agreement as used herein, include all Addenda, modifications, amendments and supplements to these documents unless otherwise stated. In the event of a conflict, the documents shall have precedence as follows: the Exhibits to the Agreement, the Agreement, the RFP and the Proposal.

This Agreement and incorporated documents contain the entire agreement of the parties and supersede any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**26. Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the ordinances, rules and regulations of the Water Authority.

**27. Approval Required:** This Agreement shall not become effective or binding until approved by the Executive Director of the Water Authority.

**IN WITNESS WHEREOF,** Owner and Consultant have executed this Agreement as of the date last written below.

**ALBUQUERQUE BERNALILLO  
COUNTY WATER UTILITY  
AUTHORITY**

**Approved By:**

\_\_\_\_\_  
Mark S. Sanchez, Executive Director

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

**Recommended By:**

\_\_\_\_\_  
John M. Stomp III, P.E.  
Chief Operating Officer

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

**Reviewed by:**

\_\_\_\_\_  
Peter Auh, General Counsel

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

**CONSULTANT:**

\_\_\_\_\_

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

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

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

New Mexico Architect/Engineer Certificate No:

\_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

- A. The project is to provide planning and design services which includes, but are not limited to the following: diversion and screening of sewer flows from the existing sanitary sewer system to the new Plant; new lift station; on-site water resource recovery plant; facility enclosure with odor control; non-potable water pump station and storage, expansion of and connection to existing non-potable piping; discharge of Plant effluent and solids to existing sanitary sewer and; power supply and site development. It is anticipated that the Plant will utilize membrane bioreactor (MBR) technology for treatment. However other technologies may be considered and ultimately selected during the pre-design phase of this project.

The project also includes any necessary services from the Engineer to complete: site investigations, development plan approvals, design package submittal reviews, asset on-boarding for the project's vertical and linear assets, permitting, contractor bidding and construction administration and inspection phase services.

The project scope will generally include the following components:

- a. Project Coordination
  - i. Selected Engineer shall coordinate with the Water Authority and its representatives; other Water Authority contractors/consultants and their representatives; local, state and federal governmental agencies, to assure that design and installation works are performed in full compliance with applicable local, state, and federal regulations and standards.
  - ii. The Engineer will be responsible for conducting design review meetings at each phase of the design. The Engineer will provide meeting minutes for each review meeting. Review comments received by the Engineer from the Water Authority and other governmental regulatory agencies will be incorporated into the respective design package and be included in a formalized list of responses noting how comments were incorporated into the design package.
  - iii. In coordination with the Water Authority, Engineer will develop a groundwater discharge permit for application of non-potable water for the project which will include Winrock and other potential sites. The discharge permit will be submitted to the New Mexico Environment Department's Ground Water Quality Bureau. Engineer will also coordinate with the Water Authority on working with NMED to determine allowable end uses for non-potable water and associated required treatment and system monitoring.
- b. Pre-Design Package
  - i. Prior to initiating design work the Engineer will complete a DAR that will provide the basis of design for the project. The DAR will include at a minimum, analysis, sizing and selection of the following: available site

sanitary sewer flows to the Plant, wastewater treatment system technology, non-potable water quality treatment criteria, odor control systems, non-potable water demands and uses, non-potable water disinfection and residual requirements, back up water supply connections, Plant discharges to the existing sanitary sewer, site power requirements, site layout options, pre- design drawings, architectural renderings of the facility and a preliminary opinion of construction cost.

- ii. During this phase of design the Engineer will be required to complete any necessary site survey, geotechnical investigation, subsurface utility exploration or other site investigations required for completion of the pre-design package.

c. 30% Design Package

- i. Services shall include development and submittal for review by Water Authority and other regulatory agencies: design drawings, supplemental technical specifications and an updated opinion of construction cost. The 30% design package shall incorporate final recommendations from the DAR.

d. 60% Design Package

- i. Services shall include development and submittal for review by Water Authority and other regulatory agencies: design drawings, supplemental technical specifications and an updated opinion of construction cost. The 60% design package shall include all Water Authority and regulatory comments from the 30% design review.

e. 90% Design Package

- i. Services shall include development and submittal for review by Water Authority and other regulatory agencies: design drawings, supplemental technical specifications and an updated opinion of construction cost. The 90% design package shall include all Water Authority and regulatory comments from the 60% design review.

f. Final Design Package

- i. Services shall include the development of a final design package for bidding including: final design drawings, supplemental technical specifications, a final opinion of construction cost, estimated construction schedule and assistance with development of Water Authority bid documents. The 100% design package shall include all Water Authority and regulatory comments from the 90% design review.

g. Bid Phase

- i. The Engineer shall provide services during the Bid Phase inclusive of: conducting pre-bid meetings, answer bidder questions/provide addendums and review of contractor bids.
- h. Construction Administration and Inspection Services
  - i. The Engineer shall provide services during construction inclusive of: conducting pre-construction and routine construction progress meetings, review contractor submittals, issue interpretations and clarifications, authorize minor changes, change order requests and change orders, certify progress payments, administer construction schedule, conduct progress, substantial and final completion inspections, record drawing development and assisting the Water Authority with its asset onboarding requirements.
- i. Standard Operating Job Procedures and Staff Training Plan
  - i. If required the Engineer may be responsible for development of standard operation job procedures and staff training plans. This will include the development of a Facility Operations Manual for the Plant and associated non-potable system.



**EXHIBIT B**  
**CONSULTANT'S PERSONNEL**

**EXHIBIT C**  
**STANDARD HOURLY RATES**

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Meeting Date: September 25, 2019  
Staff Contact: David Laughlin, Chief Engineer

**TITLE: C-19-34 – Approval of Contract with Unison Solutions for Gas Treatment Equipment**

**ACTION: Recommend Approval**

**SUMMARY:**

The Albuquerque Bernalillo County Water Utility Authority issued the Request for Proposals (RFP) P2020000004, Gas Treatment Equipment to solicit proposals from qualified vendors to identify and select a gas treatment equipment manufacturer whose system will be purchased by the Water Authority and incorporated into the design of a new biogas treatment facility and incorporated into the Southside Water Reclamation Plant Gas Treatment Equipment Design Project.

The RFP was posted on BidSync and advertised in the local newspaper. Two (2) responses were submitted for evaluation. The Ad Hoc Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP.

Based on the recommendations of the Ad Hoc Committee, the Executive Director recommends the award of a contract to Unison Solutions, as they had the highest composite score, presented qualified equipment, and meet the requirements of the RFP. The highest total composite score possible without preferences applied is 1000. All scores listed are the combined average of all Committee members with applicable preferences applied. The respective scores are as follows:

<u>Respondent</u>	<u>Score</u>
Unison Solutions	911
Granite Fuel	680

This approval is intended to delegate signature authority to the Executive Director to enter into a contract with Unison Solutions to provide the gas treatment equipment based on the Recommendation of Award of RFP, P2020000004.

If approved by the Board, an Agreement will be executed between the Water Authority and Unison to enable them to provide the equipment.

**FISCAL IMPACT:**

\$1,330,975.00 (excluding all taxes) and all amounts have already been appropriated in the FY20 budget. Any additional increase to the contract that exceeds 20% of the amounts previously approved shall require additional approval.

## Memo

**To:** Mark S. Sanchez, Executive Director  
Charles Lee, Electrical Engineer

**From:** Candida Kelcourse, Purchasing Administrator *OK*

**Through:** Jonathan Daniels, Chief Purchasing Officer *JD*

**Date:** August 1, 2019

**Re:** Ad Hoc Committee for P2020000004, "Gas Treatment Equipment"

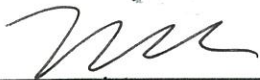
The following individuals are recommended to serve as members of the Ad Hoc Advisory Committee ("Committee") for the Request for Proposals for "Gas Treatment Equipment." This Committee will review and evaluate proposals and submit a ranked list of offerors to you for selection.

- Charles Lee, Committee Chair
- David Laughlin, Member
- Charles Leder, Member
- Eric Pederson, Lead Mechanical Engineer, Carollo, SME

I will manage the Request for Proposals and serve as a procedural advisor to the Committee. Subject Matter Experts may be added throughout the RFP process as deemed necessary by the Purchasing Department.

I respectfully request your approval of this Committee in order to start the Request for Proposals process.

APPROVED:



Mark S. Sanchez  
Executive Director  
Date: 8/5/19

RECOMMENDED:



Charles Lee  
Electrical Engineer  
Date: 8/1/2019

Original: RFP File

Copy: Luz del Carmen Carreon, Executive Services Coordinator

# Memo

**To:** Mark S. Sanchez, Executive Director

**From:** Candida Kelcourse, Purchasing Administrator *ok*

**Through:** Jonathan Daniels, Chief Purchasing Officer

**Date:** September 5, 2019

**Re:** Recommendation of Award, P2020000004, GAS TREATMENT EQUIPMENT

The Albuquerque Bernalillo County Water Utility Authority issued the referenced Request for Proposals (RFP) to solicit proposals from qualified vendors to provide gas treatment equipment to be used in the Southside Water Reclamation Plant (SWRP) Gas Treatment Equipment Design Project.

The RFP was posted on the BidSync website and advertised in the local newspaper. Two (2) responses were received and submitted for evaluation. The Ad Hoc Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP.

Listed are all the respondents' average composite scores with small and/or local preferences and the NM Resident Preference applied for the offeror(s) with an asterisk (\*). The largest total composite score possible without preferences applied is 1000.

<u>Offeror</u>	<u>Total Composite Score</u>
Granite Fuel	680
Unison Solutions	911

The Committee recommends the award of contract to **Unison Solutions** as that company had the highest average composite score after final scoring and is qualified to perform the work. I concur with the Committee's recommendation.

Water Authority Board approval is required for this procurement.

Approved:

Recommended:

 9/11/19

Mark S. Sanchez  
Executive Director

Date

 9/11/2019

Charles Lee  
Electrical Engineer

Date

Enclosures: Composite Score Sheet

**Composite Score Tabulation  
P2020000004 GAS TREATMENT EQUIPMENT**

EVALUATION CRITERIA	EVALUATION FACTORS (Max pts)	OFFERORS	
		DCL/ Granite	Unison
1. Experience and Qualifications, Response to Vendor Qualification Questionnaire and conformance with the Specifications. Level of conformance with United States installations of digester gas treatment systems at waste water treatment plants. Manufactures references requirements for similar size digester gas treatment in the United States at waste water treatment plants.	400	227	363
2. Favorability of References, Actual performance in comparison to specified or guaranteed values. Quality and timeliness of service. Required maintenance and ease of maintenance. Ease of operation and controls.	200	143	190
3. Service Capability, Proximity of currently operating service centers and service center capabilities near Water Authority. Level of conformance with service requirements for service calls and spare part delivery.	200	150	177
4. Cost Proposal – Response to the Vendor Price Summary form.	100	100	84
5. Warranty – Conformance with warranty Specification.	50	28	48
6. Clarity, Quality, and Organization of Proposal; Each Offeror shall exhibit their ability to submit a quality Proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this RFP. Points may be deducted in this category if Proposal contains errors in spelling, punctuation, grammar, formatting or organizational mistakes. Clarity and realism in approach, technical soundness, and proposed enhancements to elements that are outlined in the RFP may also affect points in this category.	50	32	48
<b>TOTAL COMPOSITE SCORES</b>		<b>680</b>	<b>911</b>
Resident Business Preference	Up to 5%		
Resident Veteran Business Preference	Up to 10%		
Recycled Content Goods Preference	Up to 5%		
Local Business Preference	Up to 5 %		
Small Business Preference	Up to 5%		
Pay Equity Preference (NOT CURRENTLY AVAILABLE)	Up to 5%		
15% Preference Max		0	0
<b>TOTAL COMPOSITE SCORES WITH PREFERENCES</b>		<b>680</b>	<b>911</b>
<b>RANKING</b>		<b>2</b>	<b>1</b>
		DCL/ Granite	Unison

## **AGREEMENT**

**REQUEST FOR PROPOSALS NAME: GAS TREATMENT EQUIPMENT**

**REQUEST FOR PROPOSALS NUMBER: P2020000004**

**THIS AGREEMENT** is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority"), and Unison Solutions, Inc. (hereinafter referred to as the "Contractor"), an Iowa corporation, whose address is 5451 Chavenelle Rd, Dubuque, IA 52002.

In consideration of mutual obligations stated herein, the parties agree as follows:

**1. Scope of Services:** The Contractor shall provide the services described in Exhibit A attached hereto (hereinafter the "Services") in a satisfactory and proper manner, as determined by the Water Authority.

**2. Term of Agreement:** This Agreement shall commence on the date of final execution by the Water Authority and continue through \_\_\_\_\_. If the Project is completed sooner, the Agreement shall terminate at such time. If the Project is in progress but not completed by the end of the term, the Agreement shall continue until Project completion, but may not exceed the term allowed by the Procurement Ordinance for contracts of this type; except that the Chief Procurement Officer may approve, by written Determination, a continuation beyond the term allowed.

**3. Compensation and Method of Payment:**

3.1 *Compensation.* For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor up to the amount of One Million, Three Hundred Thirty Thousand, Nine Hundred Seventy-Five and 0/00 Dollars (\$1,330,975.00), plus any applicable gross receipts taxes. Such amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

3.2 *Method of Payment.* Such amount shall be paid to the Contractor in accordance with the Payment Schedule, provided in Exhibit A, upon receipt by the Water Authority of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority. Applicable taxes will be stated separately on each invoice and paid by the Water Authority at current rates. Taxes may not be billed more than sixty (60) days after completion of the Services to which they apply.

3.3 *Appropriations.* Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Water Authority Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

3.4 *Non-Exclusivity.* Unless specifically provided herein, this Agreement is not exclusive to



the Contractor and the Water Authority may contract with other businesses to provide similar services at any time. In addition, if this Agreement is for the purchase of Services on an as needed basis, the Water Authority is not obligated to make any purchase of Services hereunder.

**4. Independent Contractor:** Neither the Contractor nor its employees are considered to be employees of the Water Authority for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Water Authority under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

**5. Personnel:**

5.1 The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement in a timely manner. Such personnel shall not be employees of or have any contractual relationships with the Water Authority.

5.2 All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

5.3 None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Water Authority. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**6. Indemnity:** The Contractor agrees to defend, indemnify and hold harmless the Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

**7. Insurance:** The Contractor shall not commence any work under this Agreement until the insurances required in Part II of the RFP, Special Instructions, have been obtained and the proper certificates, riders or endorsements (or policies) have been submitted to the Water Authority.

**8. Reports and Information:** At such times and in such forms as the Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the Water Authority.

**9. Establishment and Maintenance of Records:** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Water Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Water



Authority, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement and shall be available to the Water Authority until all applicable statutes of limitation have run. This Section 9 shall survive and continue beyond the termination of this Agreement or any of its provisions.

**10. Audits:** At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**11. Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Water Authority shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**12. Ethical Conduct:** The Contractor warrants that it will perform the Services under this Agreement in compliance with the Ethical Conduct provisions (§2-390) and Unfair Business Practices provisions (§2-376) of the Procurement Ordinance, the Water Authority Code of Conduct, the Governmental Conduct Act (Sections 10-16-1 through 10-16-18, NMSA 1978), the New Mexico criminal statutes prohibiting bribes, gratuities and kickbacks, (Sections 30-41-1 through 30-41-3 NMSA 1978), and any other Water Authority or New Mexico laws, ordinances, rules and regulations, policies, procedures and administrative instructions applicable to ethical conduct. Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement.

**13. Unfair Business Practices:** The Contractor agrees to comply with the Unfair Business Practices provisions (§2-376) of the Procurement Ordinance and the New Mexico Unfair Practices Act, Section 57-12-1 et seq. NMSA 1978 (the "Act"). If during the term of this Agreement the Contractor has been found to engage in any Unfair Business Practices the Contractor agrees to report that finding to the Water Authority Central Purchasing Office. Unfair Business Practices are defined as a system or pattern of acts or practices that a federal or State enforcement agency has made a formal finding within the last three (3) years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the Act, or an applicable federal or State consumer protection law relating to the Scope of this Agreement or that have violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

**14. Compliance with Laws:** In providing the Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments, including, but not limited to the New Mexico Human Rights Act, Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all federal, State and local statutes, regulations and executive orders relating to civil rights.

**15. Changes:** If changes occur in the terms and conditions of this Agreement, scope of services, or the description of the Project, a supplemental agreement may be negotiated at the request of either party.

**16. Assignability:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority thereto.

**17. Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, and fail to cure any such default within fifteen (15) days after receipt of a notice of default from the Water Authority, the Water Authority shall thereupon have the right to terminate this Agreement without further notice to the Contractor. The notice of default shall specify the date of termination. In the event of termination for cause, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the Water Authority, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

**18. Termination for Convenience of the Water Authority:** The Water Authority may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Contractor is terminated by the Water Authority as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

**19. Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**20. Enforcement:** The Contractor agrees to pay to the Water Authority all costs and expenses including reasonable attorney's fees incurred by the Water Authority in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

**21. Entire Agreement:** The RFP and Contractor's Proposal submitted in response to the RFP, and all Exhibits and other documents attached or referred to in this Agreement are hereby incorporated into and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. In the event of a conflict, the documents shall have precedence as follows: Exhibits, Agreement, RFP and Proposal.

This Agreement and incorporated documents contain the entire agreement of the parties and supersede any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**22. Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the ordinances, rules and regulations of the Water Authority.

**23. Approval Required:** This Agreement shall not become effective or binding until approved by the Executive Director of the Water Authority.

**IN WITNESS WHEREOF**, the Water Authority and the Contractor have executed this Agreement as of the last date written below.

**ALBUQUERQUE BERNALILLO COUNTY  
WATER UTILITY AUTHORITY**

**CONTRACTOR:**

\_\_\_\_\_

**Approved By:**

\_\_\_\_\_

Mark S. Sanchez, Executive Director

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

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

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

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

**Reviewed by:**

\_\_\_\_\_

Peter Auh, General Counsel

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

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Meeting Date: September 25, 2019

Staff Contact: Elizabeth Anderson, P.E., Chief Innovation and Performance Manager

**TITLE: C-19-35 - Reappointment to the Technical Customer Advisory Committee**

**ACTION: Recommend Approval**

**SUMMARY:**

The Technical Customer Advisory Committee (TCAC) was established in 2006 to assist in and facilitate public review and discussion of Water Authority policies, plans and programs. The TCAC was established to provide a professional/ technical group of volunteer individuals who represent the five core functional areas of operating a water and wastewater utility. This group is intended to provide outside expertise in best practices and private sector applications for continuous business improvement.

Amy Miller has completed her first term and is eligible to be reappointed to a second two-year term. Staff recommends that Ms. Miller continue to serve on the TCAC. Below is a summary of the nominee's background.

Amy Miller

Amy Miller is president of AMM Consulting with over 20 years of experience in business and nonprofit public affairs management and strategic planning with a goal for developing and implementing strategies that help build and enhance relationships and communicate key messages. She has significant expertise in the water, energy and environmental areas, having extensive experience in water conservation, renewable energy, and energy efficiency. She recently led the New Mexico Environment Department's strategic planning session, worked on a pilot project to bring energy efficiency and renewable energy to homes in the South Valley, and has served as a speaker on environmental sustainability for businesses at several recent regional and statewide meetings.

As a part of her experience, Amy previously served as the External Affairs Director for The Nature Conservancy's New Mexico Chapter where she worked on the development and implementation of strategies for water, energy, climate change, and urban programs in both public and private sector. She also worked at PNM for 14 years, serving as the Director of Community and Local Government Engagement, where she worked on regulatory and environmental policy issues as well as on community engagement strategies and programs.

Amy would like to continue her work on the Technical Customer Advisory Committee and use her expertise to advise the Water Authority on important topics or issues facing the

utility and its customers. She believes she can advise the utility on better stakeholder engagement, communications planning, outreach strategies and issues management.

**CURRENT MEMBERS:**

<b>Member</b>	<b>Category</b>	<b>Term Expiration</b>
Dave Hill	Financial/Business Management	4/2020
Scott Verhines	Water System Engineering	4/2020
Ron Schwarzwald	Water System Operations	6/2020
Janie Chermak	Resource Economics	12/2020
Andrew Bernard	Landscape Architecture	1/2021
Melissa Armijo	Customer Service / Stakeholder Engagement	5/2021
Erwin Melis	Hydrogeologist	6/2021
Robert Fowlie	Water System Engineer	6/2021
Amy Miller	Non-profit Water Management Advocacy/Education	8/2021

**FISCAL IMPACT:**

None

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Meeting Date: September 25, 2019  
Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

**TITLE: R-19-19 – Authorizing an Agreement Between the Albuquerque Bernalillo County Water Utility Authority and the Pueblo Los Cerros Homeowners’ Association to Allow a Private Sanitary Sewer Service Connection**

**ACTION: Recommend Approval**

**SUMMARY:**

Pueblo Los Cerros (PLC) is an existing 100 unit condominium community located in the Village of Corrales, outside of the Water Authority’s Adopted Service Area. The development is currently receiving water via a private well and is receiving sanitary sewer service via an onsite private wastewater treatment plant, which provides treated non-potable water to nearby irrigated areas.

PLC would like to abandon the onsite private wastewater treatment plant and obtain sanitary sewer service only from the Water Authority. PLC is seeking sanitary sewer service from the Water Authority as the New Mexico Environment Department (NMED) may not be willing to renew the existing land application permit for the PLC wastewater treatment plant that is deteriorating and near the end of its life. The addition of wastewater flows to the Water Authority’s system through this connection may generate return flow credits, which will be the sole property of the Water Authority.

Sanitary sewer service is contingent on PLC constructing a private sanitary sewer force main from the existing site to a connection with an existing Water Authority manhole located within the City limits. PLC will own, operate and maintain the private force main and dedicate the direct connection infrastructure to the Water Authority.

All services provided within the development will be subject to current Utility Expansion Charges for sanitary sewer.

**FISCAL IMPACT:**

None.

# ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-19-19

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT BETWEEN THE ALBUQUERQUE BERNALILLO**  
3 **COUNTY WATER UTILITY AUTHORITY AND THE PUEBLO LOS CERROS**  
4 **HOMEOWNERS' ASSOCIATION TO ALLOW A PRIVATE SANITARY SEWER**  
5 **SERVICE CONNECTION**

6 WHEREAS, The Property, Pueblo Los Cerros, is an existing development  
7 consisting of approximately 40 acres zoned for residential use on the west side of Loma  
8 Larga Rd. approximately 560 feet north of the Bernalillo County line in Sandoval County  
9 in the Village of Corrales ("Village"). The Property was developed in the 1980's as a  
10 condominium community of 100 units; and,

11 WHEREAS, Pueblo Los Cerros is located outside of the Water Authority's  
12 currently adopted Water Service Area; and,

13 WHEREAS, Pueblo Los Cerros is currently providing itself sanitary sewer service  
14 via an onsite private wastewater treatment plant which the Developer, the Pueblo Los  
15 Cerros Homeowners Association ("PLC"), would like to abandon and, instead, connect  
16 through a private force main to the Water Authority's sanitary sewer system; and,

17 WHEREAS, the Water Authority's Water and Wastewater System Expansion  
18 Ordinance requires that new service developed outside the Water Authority's service  
19 area will: incur no net expense to the Water Authority; be facilitated by a Board  
20 approved development agreement; and, be subject to provisions of relevant updated  
21 planning documents as approved by the City and/or County.

22 BE IT RESOLVED BY THE WATER AUTHORITY:

23 Section 1. PLC will obtain all permits, assurances, and approvals from the Water  
24 Authority, the Village of Corrales and the City of Albuquerque development/design  
25 review process. Construction of the private force main and connection infrastructure  
26 necessary to the provision of wastewater service to the Property shall be solely the  
27 responsibility of the Developer in conformance with the plans approved by the Water

1 Authority and all applicable plans, specifications, requirements, and standards of the  
2 Water Authority.

3 Section 2. The provision of wastewater service to the Property and the  
4 expansion of the Water Authority sanitary sewer system shall incur no net expense to  
5 the Water Authority or current ratepayers and shall be subject to Utility Expansion and  
6 Water Supply Charges current at the time of connection and as updated from time to  
7 time.

8 Section 3. The provision of wastewater service to the Property shall be  
9 contingent upon the Developer properly constructing, operating, maintaining and  
10 improving the necessary private infrastructure to establish and maintain a viable  
11 connection with the existing Water Authority sanitary sewer system and paying any  
12 applicable rates in the Water Authority's Water and Sewer Rate Ordinance. The Water  
13 Authority shall have exclusive right to claim any return flow credits which the State  
14 Engineer may authorize as a result of wastewater flows from the Property.

15 Section 4. PLC will be responsible for close coordination of the project with the  
16 Water Authority during the design and construction phases, including the review of the  
17 design details during the design process, and the approval of specifications and  
18 contract documents.

19 Section 5. The Executive Director is authorized to enter into an Agreement with  
20 PLC consistent with this Resolution and Water Authority Ordinances for the provision of  
21 sanitary sewer service to the Property.



**DEVELOPMENT AGREEMENT  
PUEBLO LOS CERROS HOMEOWNERS ASSOCIATION**

**Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision, (“Water Authority”) and **PUEBLO LOS CERROS HOMEOWNERS ASSOCIATION (PLC)**, a New Mexico non profit corporation, (“Developer”) (together, “Parties”), agree as follows:

**1. Recitals**

- A.** PLC is the “Developer” and owner of certain real property located in Sandoval County (collectively, the “Property”). The Property is more particularly described and shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is an existing condominium community consisting of 100 units located in the Village of Corrales (“Village”). The Property is located outside of the Water Authority’s currently adopted Water Service Area.
- B.** In a letter from the Village dated February 12, 2019, the Village indicated that it is in agreement with the proposed private force main within its public right-of-way and intends to finalize the use agreement between the Village and PLC. This letter is attached hereto and incorporated herein by reference as **Exhibit B**. PLC is also responsible for obtaining approval from the City of Albuquerque to the extent any of the proposed private force main is within the City of Albuquerque public right-of-way.
- C.** The Property is described as shown in **Exhibit C**.
- D.** The Property is seeking sanitary sewer service only and not water service. The Property is currently provided sanitary sewer service via an onsite private wastewater treatment plant which provides treated non-potable water to nearby irrigated areas. PLC would like to abandon the onsite private wastewater treatment plan and obtain only sanitary sewer service from the Water Authority. Sanitary sewer service is desired by PLC as the New Mexico Environmental Department may not be willing to renew the existing land application permit for the PLC wastewater treatment plant. The existing wastewater treatment plant is deteriorating and is near the end of its life. Any and all return flow credits generated by the Water Authority’s provision of sanitary sewer service to the Developer will be used by the Water Authority in its sole discretion.
- E.** The Property currently has water service via an internal private water system with sufficient water rights, therefore PLC is not seeking water service from the Water Authority.

- F.** The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide only sanitary sewer service to the Property. As a condition of such service, the Developer shall construct, or cause to be constructed, an extension of a private sanitary sewer force main and other necessary private infrastructure improvements (collectively, “Private Facility Improvements”) under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Letter for the Property reflecting necessary Private Facility Improvements referred to in this Agreement is attached hereto as **Exhibit D** and incorporated herein by reference and made a term of this Agreement.
- G.** The Private Facility Improvements shall connect to the Water Authority’s public sanitary sewer system at Manhole A14622 at the intersection of Ellison Dr. and NM 528 (collectively, the “Connection”). See **Exhibit E** for location of the Connection.
- H.** The Private Facility Improvements referenced in this Agreement are not considered Master Plan improvements by the Water Authority. As such, reimbursement of construction costs associated with their construction will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

## **2. Design and Construction of the Facility Improvements**

- A.** The Developer will cause definitive designs and plans of the Private Facility Improvements to be produced which will include estimates of all costs and expenses. The Developer will not connect the Private Facility Improvements to the existing sanitary sewer line at the Connection within the City of Albuquerque (“City”) public right-of-way or within public easements until the Water Authority and the City has approved the Private Facility Improvements. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority, City and Village, and the Developer will deliver a copy of such permits, assurances, and approvals to the Water Authority prior to the start of construction. Construction will be handled through the City work order process.
- B.** The Developer will complete, or cause to be completed, construction of the Private Facility Improvements as approved by the City of Albuquerque Design Review Committee, the Village and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the City and the Water Authority.
- C.** The Water Authority shall provide service to the Property only after the Water Authority has approved the Private Facility Improvements. The Private Facility Improvements, except that portion consisting of the Connection to the

Water Authority infrastructure as shown in Exhibit E, shall remain property of the Developer and shall be constructed, owned, operated, maintained and improved solely by the Developer. The Water Authority shall accept, operate and maintain only the portion of the infrastructure consisting of the Connection after the Developer conveys the Connection, at no expense to the Water Authority, together with all real and personal property rights which the Water Authority deems reasonably necessary which shall be free and clear of all claims, encumbrances and liens for the construction, operation and maintenance. The provisions of this Agreement constitute covenants running with the referenced Property for the benefit of the Water Authority and its successors and assigns until terminated, and are binding on the Developer and their heirs, successors and assigns.

- D.** PLC is a licensed utility with NMED and shall be integrated into NM811 and be responsible for line locations as required for the Private Facility Improvements.
- E.** The contractor's one (1) year warranty period shall commence upon final project acceptance by the Water Authority or the City of the Connection. The Developer shall be responsible for conducting an 11 month warranty inspection of the Connection. Developer shall be solely responsible for correcting any deficiencies found during the inspection to the satisfaction of the Water Authority.
- F.** The Developer will be responsible for close coordination of the project with the Water Authority during the design and construction phases, including review of design details, during the design process, and the approval of specifications and contract documents. The Water Authority will review and approve in a timely manner the design plans for construction and estimated cost, to ensure the designs meet Water Authority standards and follow the guidance provided in the City's Development Process Manual ("DPM") and/or applicable Water Authority Design Manuals.
- G.** To the extent relevant and applicable and to the extent there is no conflict with the terms of this Agreement, the usual procedures and documentation, including the Procedure "B", as defined in the Subdivision Ordinance and the DPM of the City, will be followed and used for the Facility Improvements.

### **3. Service**

- A.** The Developer shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time.
- B.** The Developer or its successor shall pay Utility Expansion Charges (UEC) at the rates that are imposed at the time of a service connection and other

applicable rates and fees as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.

- C. As long as the Water Authority receives and treats wastewater flows from the Connection, the Water Authority shall have the exclusive right to claim any return flow credits which the State Engineer may authorize as a result of those wastewater flows.
- 
- 4. **Termination.** If construction of the Private Facility Improvements by the Developer has not been completed and approved by the Water Authority within seven years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and the Developer shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
  - 5. **Water for Construction.** During the construction of the Facility Improvements, the Developer agrees to utilize alternative methods as approved by the City of Albuquerque's Air Quality Division for dust abatement and control including compost from the Water Authority, if economically feasible. The Developers may purchase water for construction from the Water Authority from the nearest approved fire hydrant in accordance with the Water Authority's Water and Sewer Rate Ordinance. Water purchased from the Water Authority shall be used only for construction.
  - 6. **Indemnification.** The Developer shall be solely responsible for the construction, condition, operation and maintenance of all the Private Facility Improvements and the premises upon which the Private Facility Improvements are constructed except that the Water Authority will become responsible for the Connection upon its acceptance by the Water Authority. The Developer agrees to indemnify and hold harmless the Water Authority and its officials, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design, construction, operation and maintenance of the Private Facility Improvements, or by reason of any act or omission, or misconduct of the Developer, its agents, employees or the Engineer or Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico. The indemnification by the Developer herein does not extend to the negligent acts of the Water Authority.
  - 7. **Representations and Warranties of Developer.** The Developer represents and warrants that:
    - A. Developer is a validly existing nonprofit corporation of New Mexico under the laws of the State of New Mexico.
    - B. Developer has all the requisite power and authority to enter into this Agreement and bind the Developer under the terms of the Agreement; and

C. The undersigned officer of the Developer is fully authorized to execute this Agreement on behalf of the Developer.

- 8. Notices.** Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

If to the Water Authority:

Mark S. Sanchez  
Executive Director  
Albuquerque Bernalillo County  
Water Utility Authority  
One Civic Plaza, Room 5012  
Albuquerque, New Mexico 87102

If to Developer:

Pueblo Los Cerros Homeowners Association  
Attn: Mr. Chuck Stabenow, President  
Address: 4 Acoma Trail  
Corrales, NM 87048

- 9. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- 10. Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and the Developer and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.
- 11. Integration; Interpretation.** This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.



This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



# Exhibit A







JO ANNE D. ROAKE  
MAYOR

Exhibit B

PHONE (505) 897-0502  
4324 CORRALES ROAD  
CORRALES, NEW MEXICO 87048

# VILLAGE OF CORRALES

FAX (505) 897-7217  
EMAIL: [sderr@corrales-nm.org](mailto:sderr@corrales-nm.org)  
WEBSITE: [www.corrales-nm.org](http://www.corrales-nm.org)

February 12, 2019

Mr. Chuck Stabenow  
Pueblo Los Cerros Home Owners Association  
1 Camino Los Cerros  
Corrales, NM 87048

Dear Mr. Stabenow,

The Village of Corrales has reviewed the materials provided with regard to the installation of a new waste management system that will require access to our right of way along Loma Larga. Our intent is to finalize the use agreement between the Village and the HOA to authorize going forward with this project and to allow access to the Village right of way.

In that regard, you may consider this letter as our agreement that this project should move forward.

As soon as we have completed the property descriptions of the right of way that will be accessed, we will send you a first draft for your review.

In the meantime, if you need anything further from the Village, please let me know.

Warm regards,

Suanne Derr  
Administrator

CC: Michael Chavez, Public Works  
Janet Cunningham-Stephens  
Charles V. Garcia

PAT CLAUSER  
COUNCILOR

DAVID DORNBURG  
COUNCILOR

KEVIN LUCERO  
COUNCILOR

MEL KNIGHT  
COUNCILOR

GEORGE WRIGHT  
COUNCILOR

JAMES F. FAHEY  
COUNCILOR

**EXHIBIT "A"**  
Legal Description

A certain condominium unit located in Sandoval County, New Mexico, more particularly described as Unit No. D-4 of PUEBLO LOS CERROS CONDOMINIUM (formerly Browood, a Residential Cluster Housing Community), as shown in the Second Restated Declaration of Condominium Ownership and of Easements, Covenants, and Restrictions recorded January 13, 1994 in Book Misc. 303, pages 922-940 and adopted by that Certificate of Adoption recorded May 28, 1998 in Book 401, Page 36564, of the records of Sandoval County, New Mexico, within a certain parcel of land situate within Section 32, T12N, R3E, N.M.P.M., Sandoval County, New Mexico, being identified as a portion of the Westerly extension of Tracts 3-b and 4-b, lying West of the Corrales Main Canal as the same is shown and designated on the Middle Rio Grande Conservancy District Property Map No. 17 and being more particularly described by metes and bounds as follows:

Beginning at a point on the North line of said Tract 3-b and the Northwest corner of the parcel herein described, whence the North one-quarter section corner of Section 4, T11N, R3E, N.M.P.M., bears S. 77 deg. 40' 56" E., a distance of 6010.78 feet;

Thence S. 25 deg. 32' 30" W., a distance of 125.00 feet to a point;

Thence S. 00 deg. 35' 42" E., a distance of 91.29 feet to a point on curve;

Thence Southwesterly, a distance of 64.29 feet along arc of a curve bearing to the left (said arc having a radius of 605.00 feet and a chord which bears S. 88 deg. 21' 35" W., a distance of 64.26 feet) to a point of tangency;

Thence S. 83 deg. 19' 00" W., a distance of 80.89 feet to a point of curvature;

Thence Northwesterly, a distance of 79.16 feet along the arc of a curve bearing to the right (said arc having a radius of 403.98 feet and a chord which bears N. 68 deg. 52' 10" W., a distance of 79.04 feet) to a point on curve;

Thence S. 25 deg. 34' 30" W., a distance of 103.79 feet to a point on the Southerly line of said Tract 4-b;

Thence N. 64 deg. 25' 30" W., a distance of 503.00 feet along said Southerly line of Tract 4-b to a point;

Thence N. 15 deg. 48' 58" W., a distance of 164.15 feet to a point on curve;

Thence Northeasterly, a distance of 179.51 feet along the arc of a curve bearing to the left (said arc having radius of 465.00 feet and a chord which bears N. 69 deg. 42' 43" E., a distance of 178.40 feet) to a point of tangency;

Thence N. 58 deg. 39' 08" E., a distance of 114.61 feet to a point of curvature;

Thence Northeasterly, a distance of 143.04 feet along the arc of a curve bearing to the right (said arc having radius of 135.00 feet and a chord which bears N. 87 deg. 05' 49" E., a distance of 128.60 feet) to a point on curve;

Thence N. 25 deg. 32' 30" E., a distance of 31.00 feet to a point on said Northerly line of Tract 3-b;

Thence S. 64 deg. 27' 30" E., a distance of 611.99 feet along said Northerly line of Tract 3-b to the Northeast corner and point of beginning of the parcel herein described

TOGETHER WITH an undivided interest of 1.70% in the common areas and facilities of PUEBLO LOS CERROS CONDOMINIUM (formerly Browood, a Residential Cluster Housing Community), as shown in the Second Restated Declaration of Condominium Ownership and of Easements, Covenants, and Restrictions recorded January 13, 1994 in Book Misc. 303, pages 922-940 and adopted by that Certificate of Adoption recorded May 28, 1998 in Book 401, Page 36564, of the records of Sandoval County, New Mexico.

May 21, 2019

**Chair**

Debbie O'Malley  
County of Bernalillo  
Commissioner, District 1

**Vice Chair**

Klarissa J. Peña  
City of Albuquerque  
Councilor, District 3

Maggie Hart Stebbins  
County of Bernalillo  
Commissioner, District 3

Trudy E. Jones  
City of Albuquerque  
Councilor, District 8

Timothy M. Keller  
City of Albuquerque  
Mayor

Steven Michael Quezada  
County of Bernalillo  
Commissioner, District 2

Ken Sanchez  
City of Albuquerque  
Councilor, District 1

*Ex-Officio Member*  
Pablo R. Rael  
Village of Los Ranchos  
Board Trustee

*Executive Director*  
Mark S. Sanchez

*Website*  
[www.abcwua.org](http://www.abcwua.org)

Edward J. Losinski, P.E.  
JEL & Associates, LLC  
P.O. Box 3180  
Corrales, New Mexico 87048

**RE: Water and Sanitary Sewer Serviceability Letter #190310  
Pueblo Los Cerros Force Main  
1 Camino Los Cerros, Village of Corrales  
North of A-14**

Dear Mr. Losinski P.E.:

**Project Description:** The subject site (Pueblo Los Cerros) is located at 1 Camino Los Cerros in the Village of Corrales within Sandoval County. The property is located on the west side of Loma Larga Rd. approximately 560 feet north of the Bernalillo County line. The existing development consists of approximately 40 acres and is currently zoned for residential use. Pueblo Los Cerros is an existing condominium community consisting of 100 units that was built in the 1980's.

The property is currently being served for sanitary sewer via an onsite private wastewater treatment plant which provides treated non-potable water to nearby irrigated areas. Pueblo Los Cerros would like to abandon the onsite private wastewater treatment plant and obtain sanitary sewer service from the Water Authority. The request is being made as the New Mexico Environmental Department may not be willing to renew the existing land application permit for Pueblo Los Cerros wastewater treatment plant. The existing wastewater treatment plant is deteriorating and is near the end of its life.

The property currently has water service via an internal private water system with sufficient water rights.

**Development Agreement:** Pursuant to the System Expansion Ordinance, this property is outside of the Water Authority service area and the Water Authority Board must approve a Development Agreement to serve this property and establish requirements as a condition of service. Contact Utility Development in regards to Development Agreements.

In addition to the above mentioned development agreement, Pueblo Los Cerros would need to obtain approval from the Village of Corrales as well as the City of Albuquerque for installation of private infrastructure within the public right-of-way.

**Existing Conditions:** Water infrastructure in the area consists of the following:

- 12 inch PVC distribution main (project #26-2649-87) along Calle Cuervo Rd.
- Eight inch PVC/steel distribution main (project #26-2649-87/07-002-75) along Ellison Dr.
- 12 inch PVC distribution main (project #26-4193.94-97/26-3879-90) along NM 528

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC collector line (project #26-2649-87) along Calle Cuervo Rd. which terminates just north of the intersection with Ellison Dr.
- 18 inch AC Interceptor line (project #07-007-80) along NM 528 at the intersection with Ellison Dr.



**Water Service:** New metered water service and fire protection to the property was not considered as the site is currently utilizing a private on site water system and will continue to do so.

**Sanitary Sewer Service:** Sanitary sewer service is contingent upon a developer funded project to extend a private sanitary sewer force main from the subject site to the interceptor along NM 528. The private force main shall have an alignment along Loma Largo Rd., Calle Cuervo Rd., and Ellison Dr., ultimately connecting to the interceptor manhole (manhole A14622) at the intersection of Ellison Dr. and NM 528. This connection point is approximately 5,000 feet south of the existing private wastewater treatment plant which serves Pueblo Los Cerros.

The proposed private force main shall be owned and operated by Pueblo Los Cerros. It is understood that the United States Department of Agriculture loan that Pueblo Los Cerros is receiving for the proposed private sanitary sewer line requires that the line be solely used by Pueblo Los Cerros.

The return flow credits will be used by the Water Authority.

**Easements:** Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for standard sized water meters need to be five feet by five feet and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35 feet by 35 feet easement is required. Actual easement widths may vary depending on the depth of the lines to be installed. Acceptable easements must be documented prior to approval of service.

**Pro Rata:** As described in this statement, the extension of private sanitary sewer lines will be ineligible for partial reimbursement through the Water Authority Pro Rata process.

**Design and Construction** of all required improvements will be at the developer / property owner's expense. Improvements must be coordinated through the City of Albuquerque via the Work Order process. Since the private sanitary sewer line is proposed to be within the City's public right-of-way, the developer is responsible for the coordination with the City to determine if the proposed improvement is acceptable by the City and obtain all necessary approvals.

The developer shall also be responsible for coordination with the Village of Los Ranchos regarding Loma Larga Rd. The Water Authority indicated in a letter dated 10/12/17 that it will not proceed with any planning efforts for the proposed private sanitary sewer until the Village of Corrales has an agreement in place with Pueblo Los Cerros. In a letter dated 2/12/19 from the Village of Corrales, the Village of Corrales indicated that the letter serves as the agreement and that the proposed private force main can move forward. The developer is responsible for obtaining all necessary approvals from the Village of Corrales.

It is understood that the proposed private sanitary sewer may cross certain facilities owned by the Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA). The developer is responsible for coordination with AMAFCA and obtaining all necessary approvals.

Designs must be by a licensed, New Mexico registered professional engineer. Construction must be by a licensed, bonded, public utility contractor.

**Costs and Fees:** In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC)

payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized.

The proposed private sanitary sewer may require the payment of a facility fee for its proportional share of a future wastewater treatment plant that is planned downstream of the proposed connection. The Water and Wastewater System Expansion Ordinance Policy No. 14 – "Lines outside the service area" requires that development is assessed the full cost of all project facilities and its proportionate share of the full cost of areawide facilities. This assessment will be discussed in the development agreement.

**Closure:** This serviceability letter does not provide a commitment from the Water Authority to provide services to the development. It only provides details of infrastructure that is available and potential precursors for the proposed development. For service to be provided, a Board approved development agreement must be supplemented by this serviceability letter. The serviceability letter will remain in effect for a period of one year from the date of issue and applies only to the development identified herein. Its validity is, in part, contingent upon the continuing accuracy of the information supplied by the developer. Changes in the proposed development may require reevaluation of availability and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at [kcadena@abcwua.org](mailto:kcadena@abcwua.org) if you have questions regarding the information presented herein or need additional information.

Sincerely,

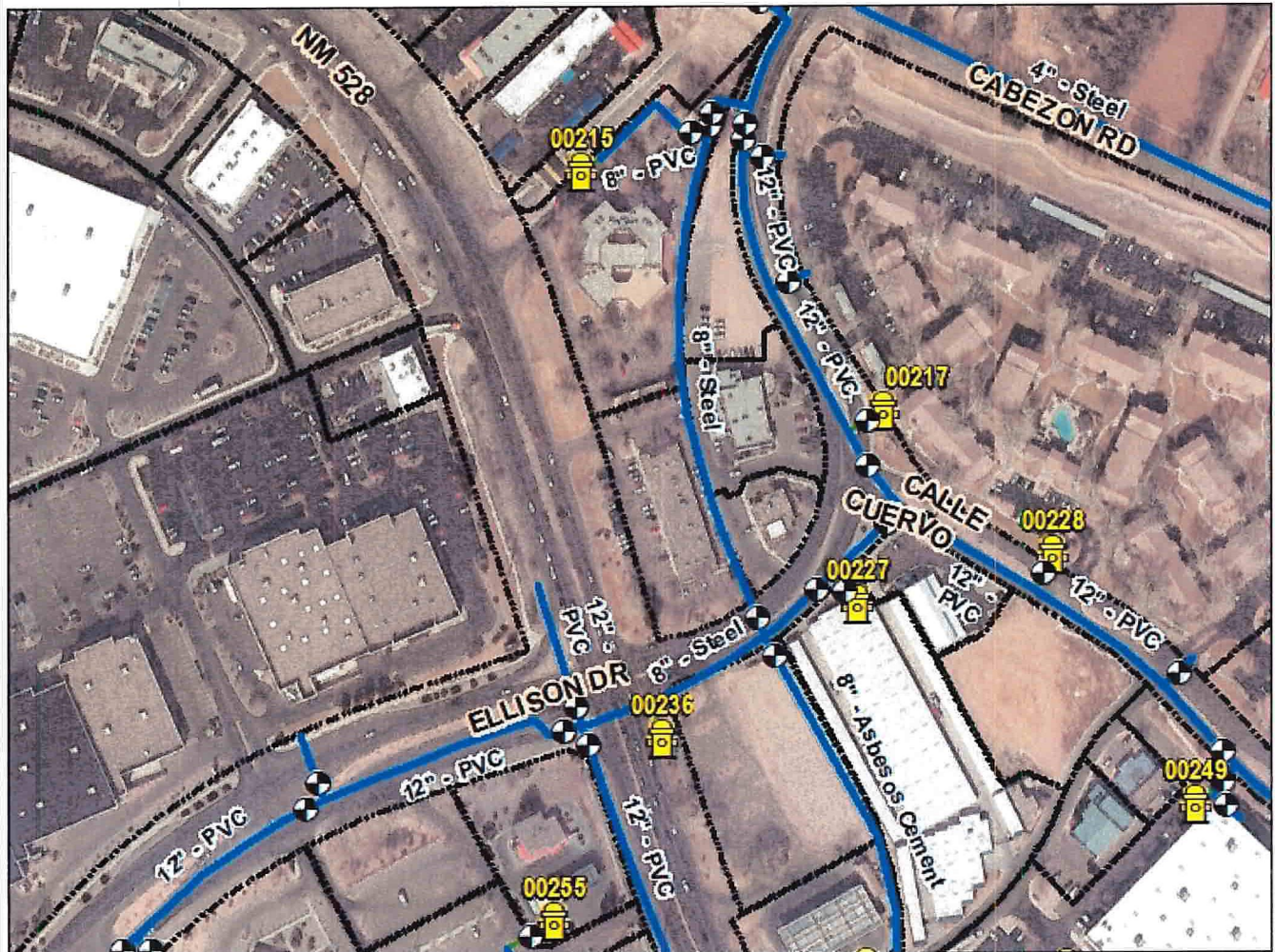


Mark S. Sanchez  
Executive Director



Enclosures: Infrastructure Maps (2)  
f/ Serviceability Letter 190310



# 190310 - Water



## Legend

-  Valve
-  Hydrant

## Pipe

### SUBTYPE

-  Distribution Line
-  Hydrant Leg
-  Project Location

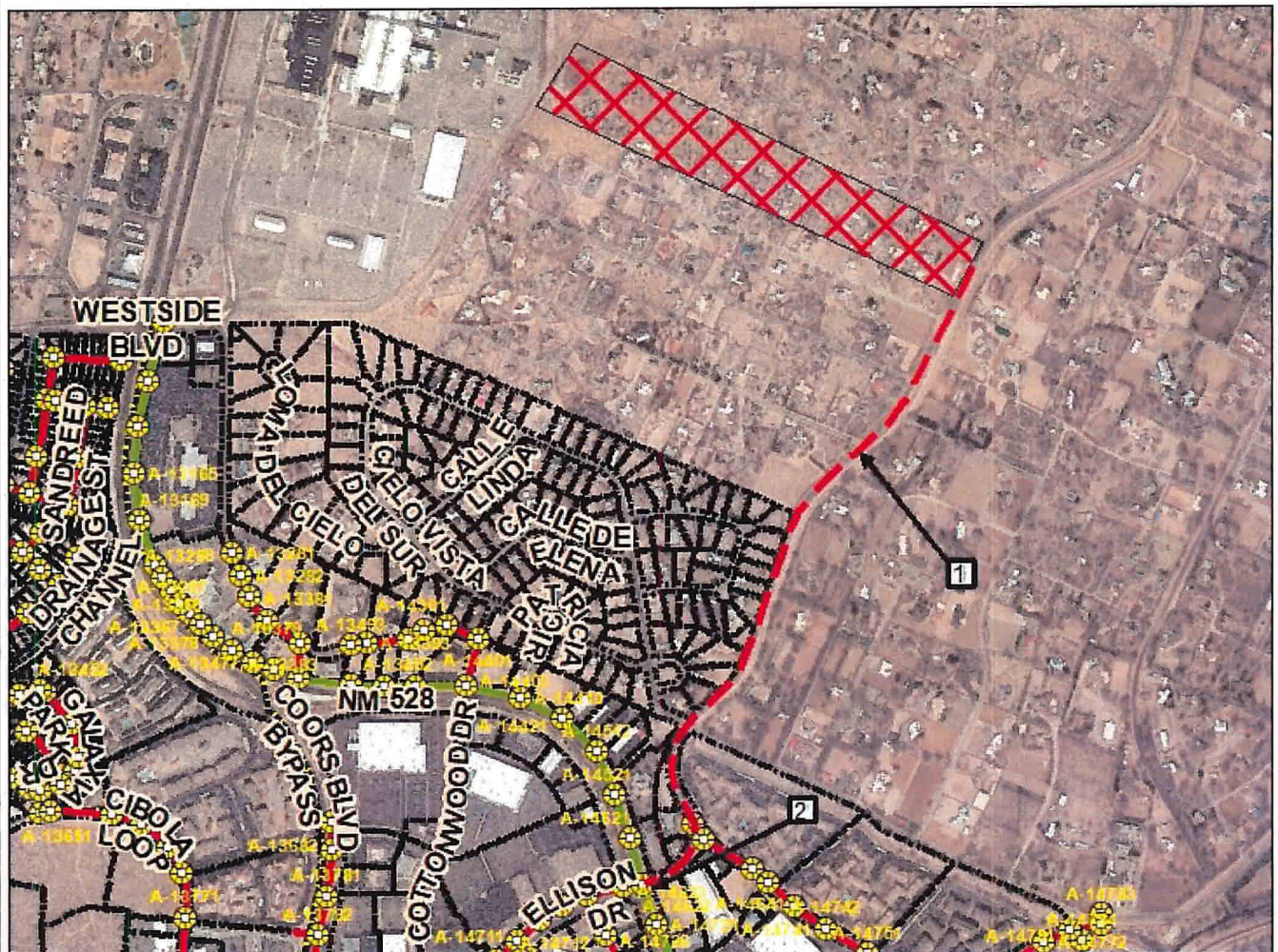
0 487.5 975 Feet



Water Utility  
Authority



## 190310 - Sanitary Sewer 1



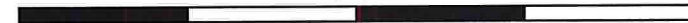
### Legend

- 
- Sewer Manhole

**Sewer Pipe**  
**SUBTYPE**

-  COLLECTOR  
 FORCE MAIN  
 INTERCEPTOR  
 Project Location

0                      2,050                      4,100 Feet



☐ --- General Map Keyed Notes

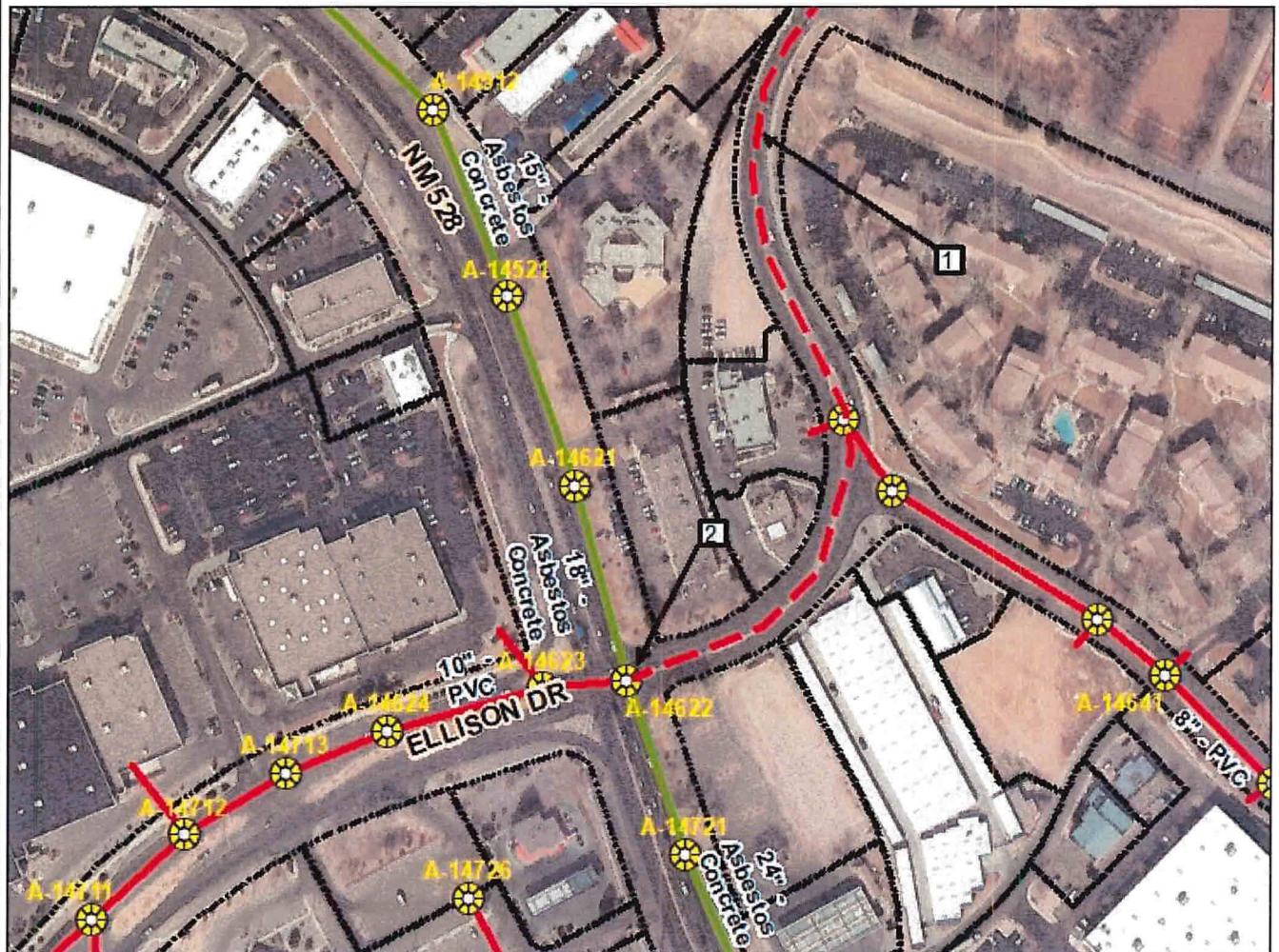
1. -- Private Force Main ————  
2. -- Connection to manhole A-14622



**Water Utility  
Authority**





## 190310 - Sanitary Sewer 2



### Legend

 Sewer Manhole

### Sewer Pipe SUBTYPE

 COLLECTOR  
 INTERCEPTOR

0 487.5 975 Feet

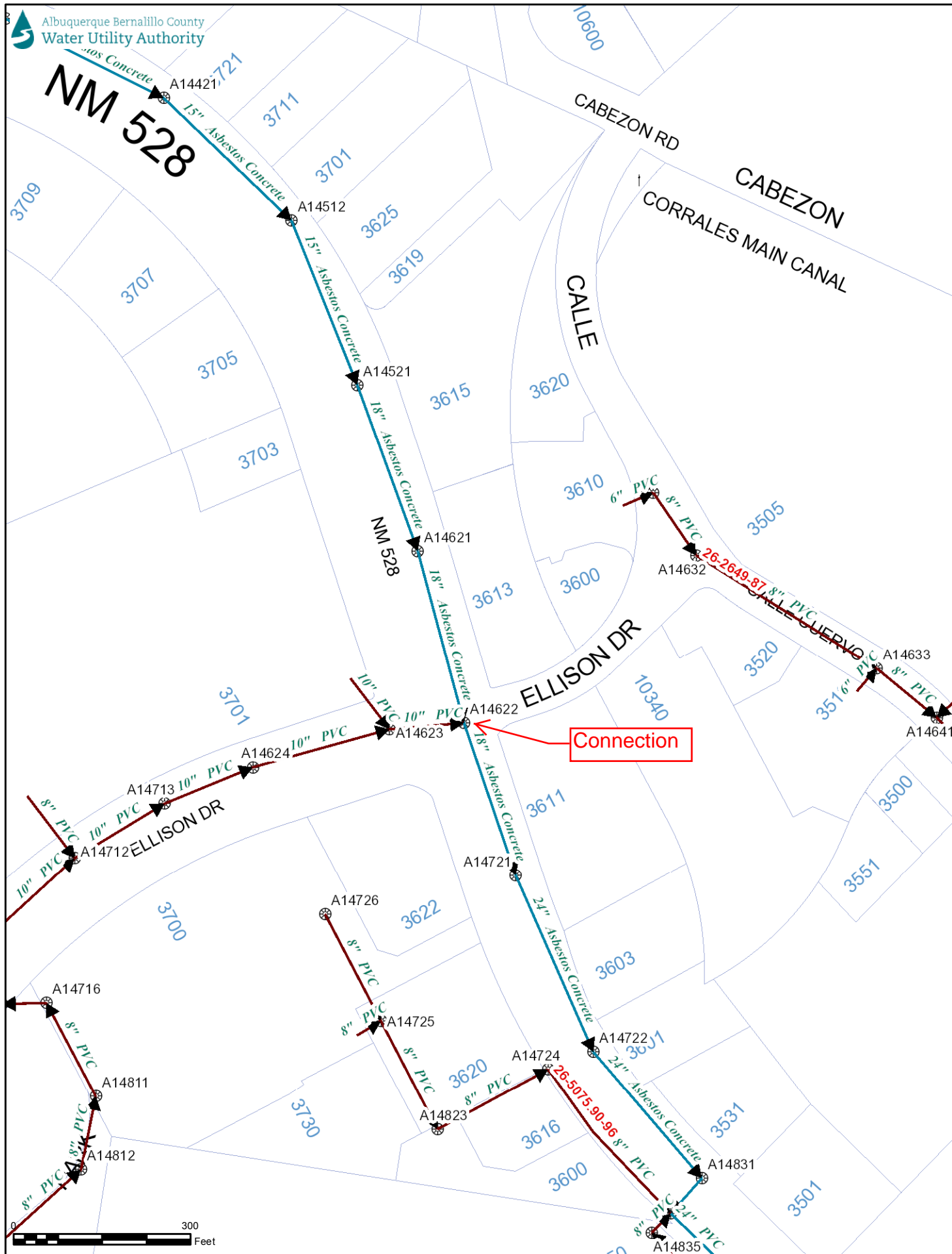
 --- General Map Keyed Notes

1. --- Private Force Main   
2. --- Connection to manhole A-14622





# Exhibit E





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Meeting Date: September 25, 2019

Staff Contact: Elizabeth Anderson, P.E., Chief Innovation and Performance Manager

**TITLE: R-19-20 - Authorizing the Water Utility Authority to Submit an Application for Funding to the Water Trust Board for Advanced Meter Infrastructure Project Phase 5**

**ACTION: Recommend Approval**

**SUMMARY:**

This resolution authorizes the Water Authority to submit an application in the amount of \$2,000,000 to the New Mexico Water Trust Board for the Advanced Metering Infrastructure (AMI) Project, which will replace approximately 16,000 existing water meters with AMI meters connected to the Water Authority's existing AMI Network. Installation of modern smart meters saves money, delivers more accurate bills and encourages users to conserve water.

The Water Authority has successfully installed AMI towers, associated AMI infrastructure, and approximately 100,000 AMI meters, which has already replaced approximately 50% of water meters throughout the distribution system.

**FISCAL IMPACT:**

The Water Authority would provide a 60% match, or \$1,200,000, which would come from appropriated capital funds for this project.

**BILL NO. R-19-20**

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Meeting Date: September 25, 2019

Staff Contact: Katherine M. Yuhas, Water Resources Division Manager

**TITLE: R-19-21 – Authorizing the Albuquerque Bernalillo County Water Utility Authority to Submit an Application for Funding to the Bureau of Reclamation for WaterSMART Grant BOR-DO-20-F002 for an Aquifer Storage and Recovery Project**

**ACTION: Recommend Approval**

**SUMMARY:**

This resolution authorizes the Albuquerque Bernalillo County Water Utility Authority (Water Authority) to submit an application for a WaterSMART grant from the Bureau of Reclamation for an aquifer storage and recovery project related to Water2120. This project will provide additional capacity for storing surface water in the aquifer. Aquifer storage and recovery was one of the selected alternative for meeting future demand and preparing for climate change in Water2120, the water resource management strategy that was adopted in September 2016.

**FISCAL IMPACT:**

For this grant the BOR will pay 50% of the cost and the Water Authority will be responsible for the other 50%. The maximum award from the BOR is \$750,000, so the Water Authority's share could be up to \$750,000. The fiscal impact would be up to \$750,000 to be paid from the Capital Improvement Program Fund for Water2120.

# ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-19-21

1 **RESOLUTION**

2 **AUTHORIZING THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY**  
3 **AUTHORITY TO SUBMIT AN APPLICATION FOR FUNDING TO THE BUREAU OF**  
4 **RECLAMATION FOR WATER SMART GRANT BOR-DO-20-F002**

5 WHEREAS, the Bureau of Reclamation is offering WaterSMART grants of up to  
6 \$750,000 for projects that increase drought resiliency; and

7 WHEREAS, the cost share on the grant must be 50% or more of the total project;  
8 and

9 WHEREAS, the water resources management plan, WATER2120 was approved  
10 in September of 2016 and identifies specific water supply projects; and

11 WHEREAS, additional aquifer storage and recovery projects are one of the  
12 selected projects in WATER2120.

13 BE IT RESOLVED BY THE WATER AUTHORITY:

14 Section 1. That the Executive Director is authorized to submit an application to  
15 the Bureau of Reclamation requesting up to \$750,000 for an aquifer storage and recovery  
16 project related to Water2120.

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Meeting Date: September 25, 2019

Staff Contact: Elizabeth Anderson, P.E., Chief Innovation and Performance Manager

**TITLE: R-19-22 - Amending Water Service Policies for the South Valley Drinking Water Project**

**ACTION: Recommend Approval**

**SUMMARY:**

The purpose of this resolution is to amend the water service policies and service area for the South Valley Drinking Water Project (SVDWP). The original resolution was adopted in May 2008 (R-08-12) which defined Phases 1 through 4. The SVDWP policies resolution was amended in June 2010 (R-10-8) which included Phases 5 and 6, and in September 2013 (R-13-14) which included Phase 7, also known as the Los Padillas project area. Construction of the Los Padillas phase began in October 2017 and is about 75% complete with 4 miles of water lines installed to date. This project provides safe and reliable drinking water and fire protection to the established but unserved portions of the project area.

The SVDWP service area needs to be expanded to include all parts of the Los Padillas phase. The current service area did not originally identify Potomac Road and Keiths Court south of Interstate 25 as a part of the project area. The resolution's exhibit now includes this area as a part of the SVDWP service area.

This resolution states that extension of water service will only be allowed in the SVDWP service area (see Exhibit A of resolution). In addition, this resolution functions as a development agreement for water service for all properties within the SVDWP service area. Connections for water service will comply with the Water Authority's Water and Sewer Rate Ordinance and the Water and Sewer System Expansion Ordinance. Residents connecting to the system will be required to pay the Utility Expansion Charge (UEC) that is imposed at the time of a service connection.

Property owners in the SVDWP service area will not have to pay the Water Resource Charge (WRC) if they have a permitted structure within the SVDWP service area prior to the adoption of R-08-12 which is May 21, 2008. Newly developed properties inside the SVDWP area but outside the Water Authority's water service area will have to pay the WRC. Newly developed properties inside both the SVDWP service area and the Water Authority's water service area will not have to pay the WRC.

Overall, there are about 700 water connections in the SVDWP service area. Therefore, about 33% of properties have connected to the SVDWP water system.

**FISCAL IMPACT:** None

# ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-19-22

1 **RESOLUTION**

2 **AMENDING WATER SERVICE POLICIES FOR THE SOUTH VALLEY DRINKING**  
3 **WATER PROJECT**

4 WHEREAS, Bernalillo County, the City of Albuquerque, and the Village of Los  
5 Ranchos entered into a Memorandum of Understanding in 2001 for the Valley Utilities  
6 Project (VUP) to protect groundwater supplies in the Middle Rio Grande Valley of  
7 Bernalillo County and to provide potable water and sanitary sewer service to the  
8 developed but unserved areas of the North and South Valley in an effort to protect the  
9 groundwater resource; and

10 WHEREAS, the South Valley Drinking Water Project (SVDWP) is a component of  
11 the VUP which was developed to provide a reliable water system to residents and  
12 businesses in the South Valley at a scale/level of service that is consistent with land use  
13 designations and densities from the adopted land use plans; and

14 WHEREAS, the SVDWP will address water quality and fire protection issues by  
15 providing a reliable public water system to serve existing but unserved developed  
16 properties; and

17 WHEREAS, the Bernalillo County Water Conservation Ordinance was amended  
18 in 2010 to include required water conservation measures that would be incorporated  
19 into the design and construction of new development; and

20 WHEREAS, the Water Authority adopted Guiding Principles for Urban Planning  
21 and Development (R-07-6) with one policy stating "In an effort to facilitate solutions to  
22 water and wastewater outside of the service area and regionally, the Authority should  
23 provide services provided that such services are fully paid for, not subsidized by  
24 Authority customers, and when the public health and welfare is served"; and

25 WHEREAS, the Water Authority established water service policies for the  
26 SVDWP in May 2008 (R-08-12) which defined Phases 1-4 of the project; and

1 WHEREAS, the Water Authority amended the water service policies for the  
2 SVDWP in June 2010 (R-10-8) which included Phases 5 and 6, and in September 2013  
3 (R-13-14) which included Phase 7; and

4 WHEREAS, Phase 7 did not originally identify Potomac Road and Keiths Court  
5 south of Interstate 25 as a part of the project area, but this existing subdivision was  
6 included in the design plans in December 2013; and

7 WHEREAS, the Water Authority's System Expansion Ordinance requires  
8 connection to the existing system for newly developed properties within 200 feet of an  
9 existing water distribution or non-potable water line or sewer collection line.

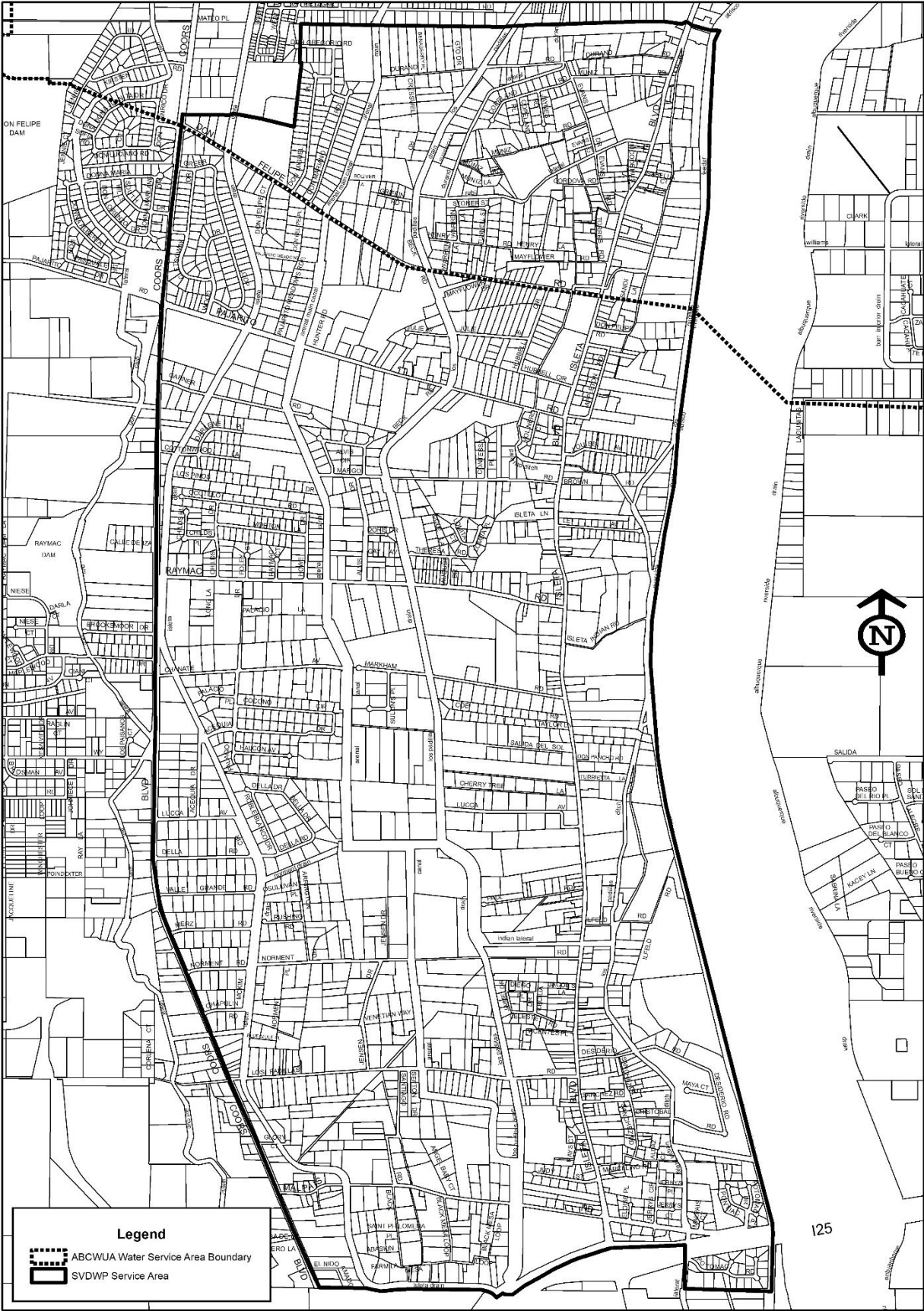
10 BE IT RESOLVED BY THE WATER AUTHORITY:

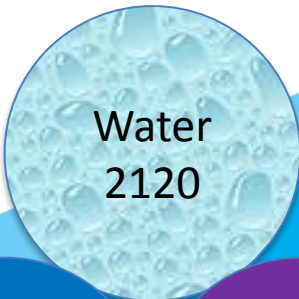
11 Section 1. Water service connections made available through the South Valley  
12 Drinking Water Project (SVDWP) shall be defined as the area shown in Exhibit A,  
13 SVDWP service area. This resolution shall function as a development agreement for  
14 water service for all properties within the SVDWP service area. The SVDWP shall not  
15 expand the Authority's water service area boundary.

16 Section 2. Connections for water service shall comply with the Water Authority's  
17 Water and Sewer Rate Ordinance and the Water and Sewer System Expansion  
18 Ordinance, as amended from time to time. Individual customers within the SVDWP  
19 service area shall pay the Utility Expansion Charge (UEC) that is imposed at the time of  
20 a service connection. Consistent with the Water Authority's Guiding Principles for  
21 Urban Planning and Development (R-07-6) and for the purposes of public health and  
22 welfare, the Water Resource Charge (WRC) shall be waived for existing developed  
23 properties that have permitted structures within the SVDWP service area before the  
24 effective date of R-08-12 which is May 21, 2008. Newly developed properties inside the  
25 SVDWP area but outside the Water Authority's water service area shall pay the WRC.  
26 Newly developed properties inside both the SVDWP service area and the Water  
27 Authority's water service area shall not pay the WRC as shown in Exhibit A.



Exhibit A – SVDWP Service Area

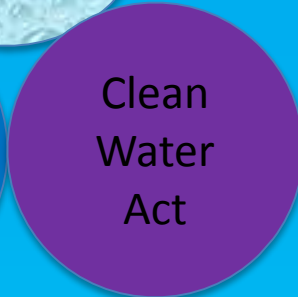




Water  
2120



Safe  
Drinking  
Water  
Act



Clean  
Water  
Act

# Water Resources and Regulatory Compliance Update

WATER AUTHORITY BOARD MEETING  
SEPTEMBER 25, 2019

# A day in the Life in NM ...

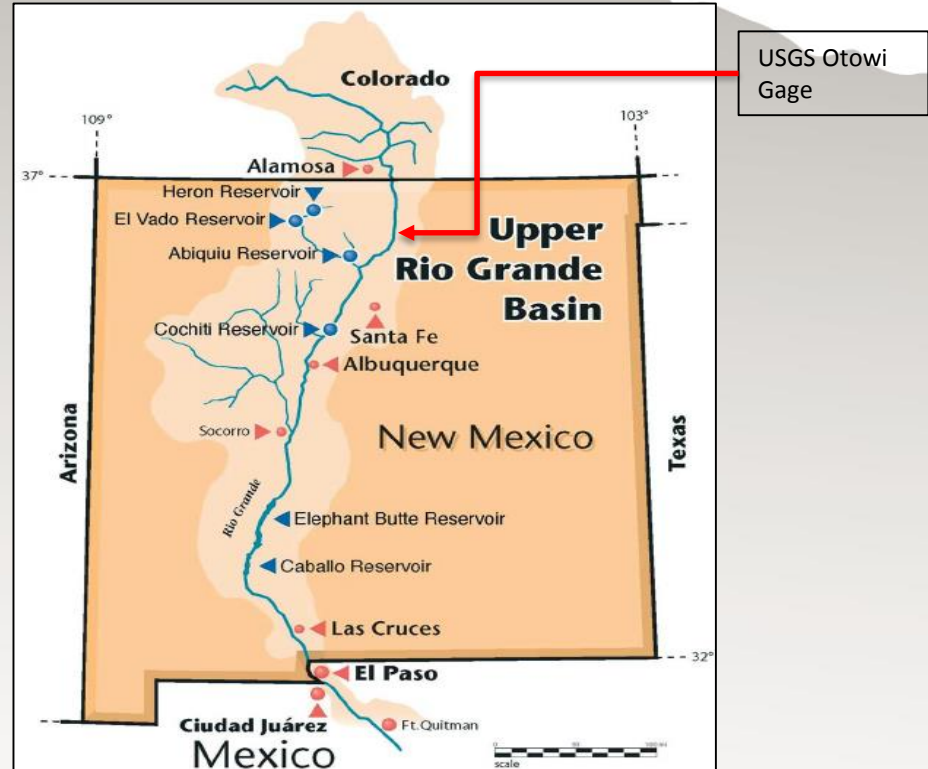
## Let the Fight Begin - TX v. NM



*Discussing Water Rights, A Western Pastime*

# Rio Grande Compact

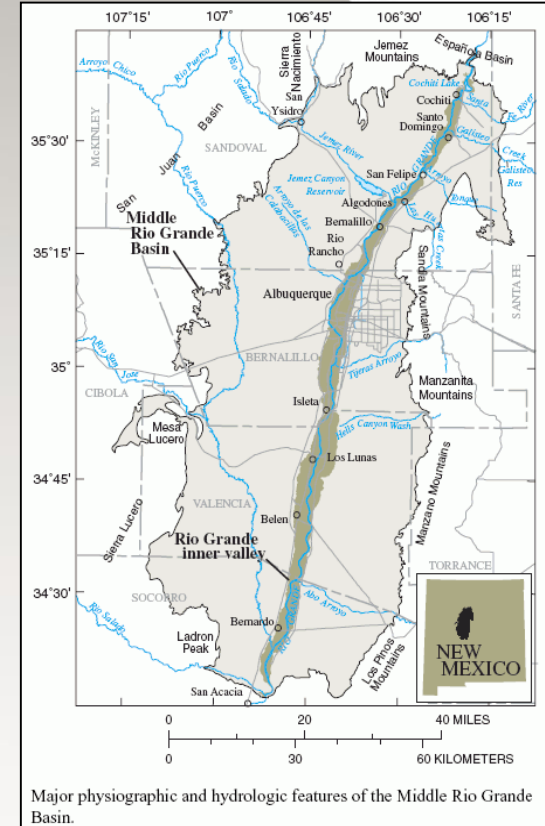
- CO, NM, TX and Mexico
- NM Delivery Obligation into EB
- Ongoing litigation between NM and TX



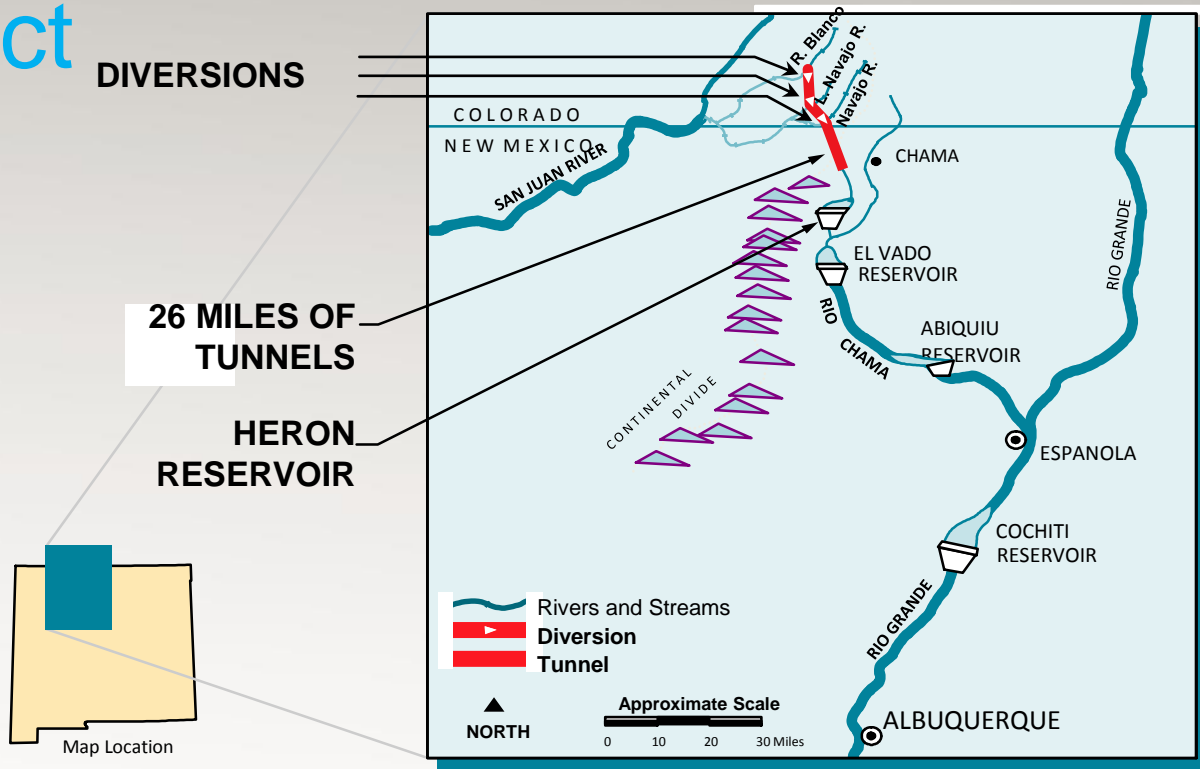


# MRG Basin Aquifer

- 1956 OSE Declaration of MRG Basin
- 2004 Water Rights Administration
- Offset the effects of ground water pumping on the Rio Grande



# Upper Colorado River Basin Compact - San Juan-Chama Project



# Drinking Water Project Implemented

Surface Water  
Diversion

Water  
Treatment  
Plant

## OSE Diversion Permit - (SP-4830)

- Conditions that affect ability to divert based on flows at Central Avenue gage
- River Ops Conference Calls
- 2018 Lease and River Operations in Alb reach



Water Authority  
River Diversion and  
Return to Rio Grande



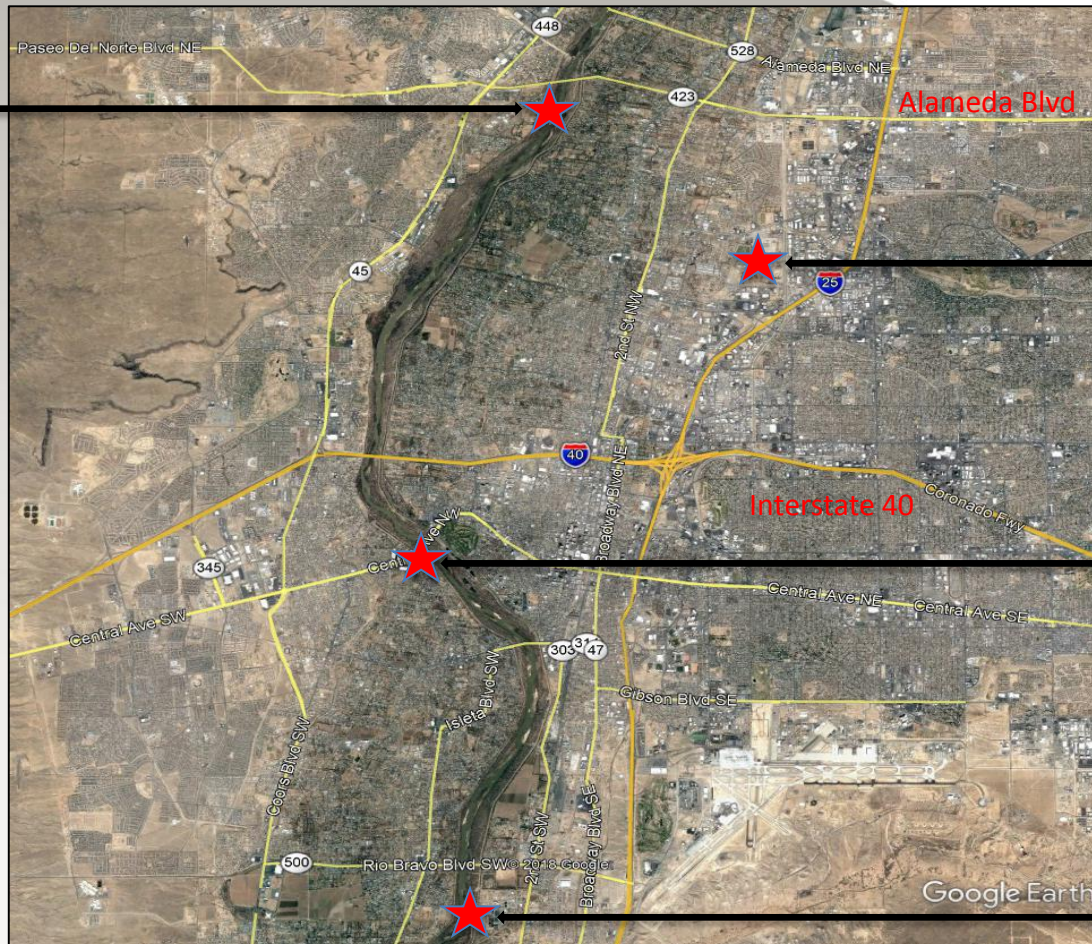
Water Authority  
River Diversion



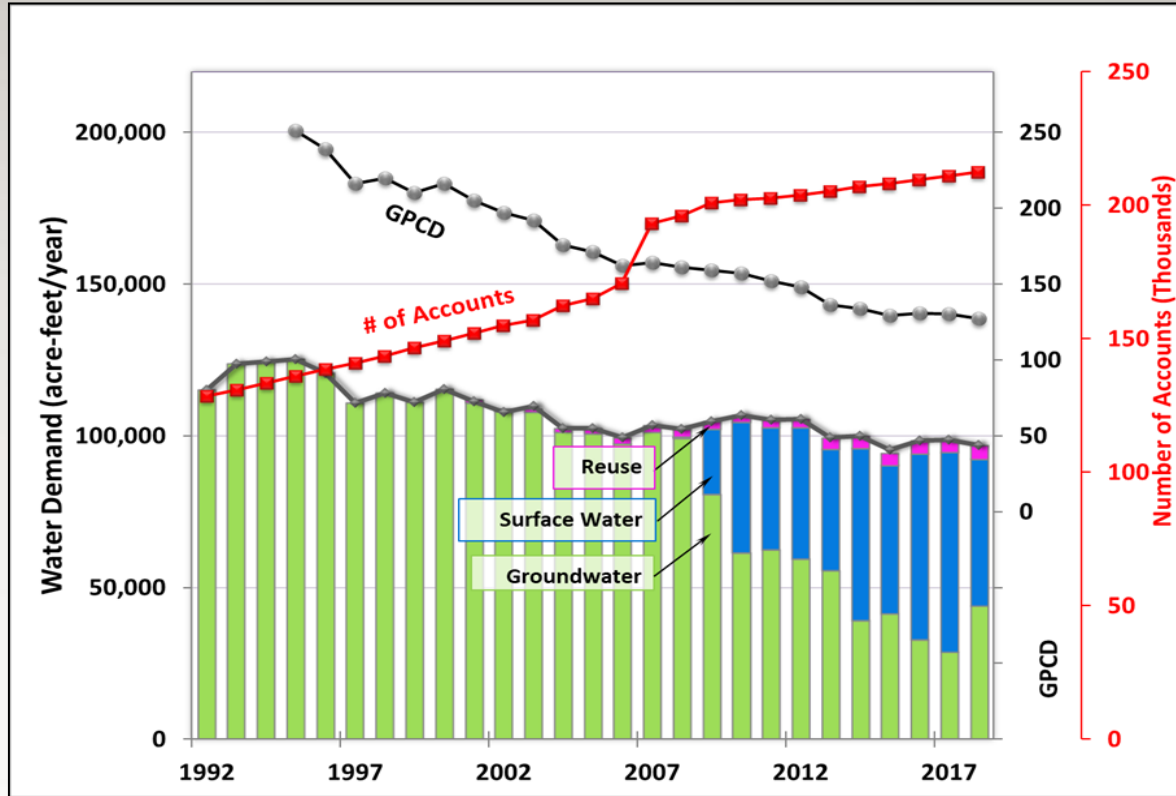
San Juan-Chama  
Drinking Water  
Treatment Plant

USGS Alb Gage  
(Central Avenue)

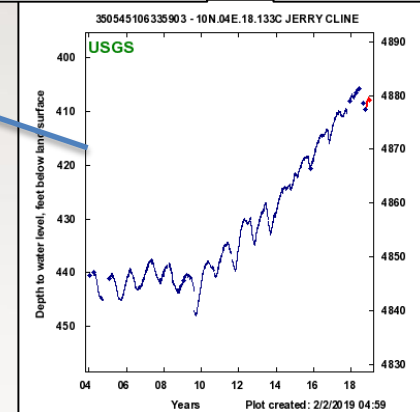
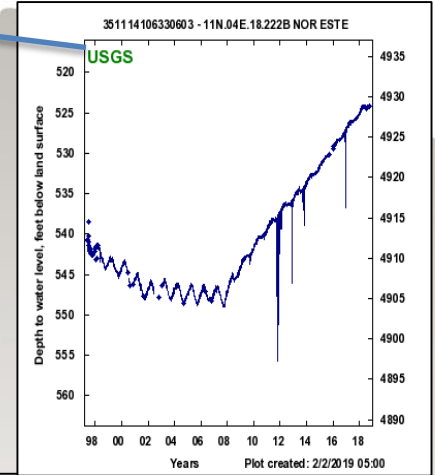
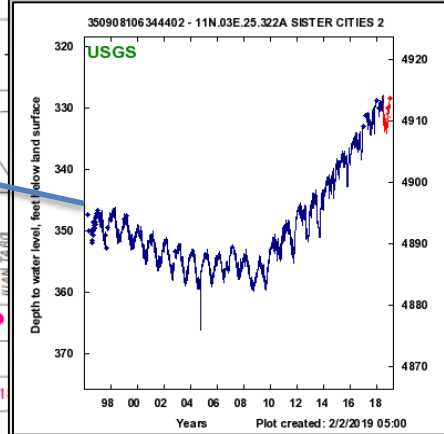
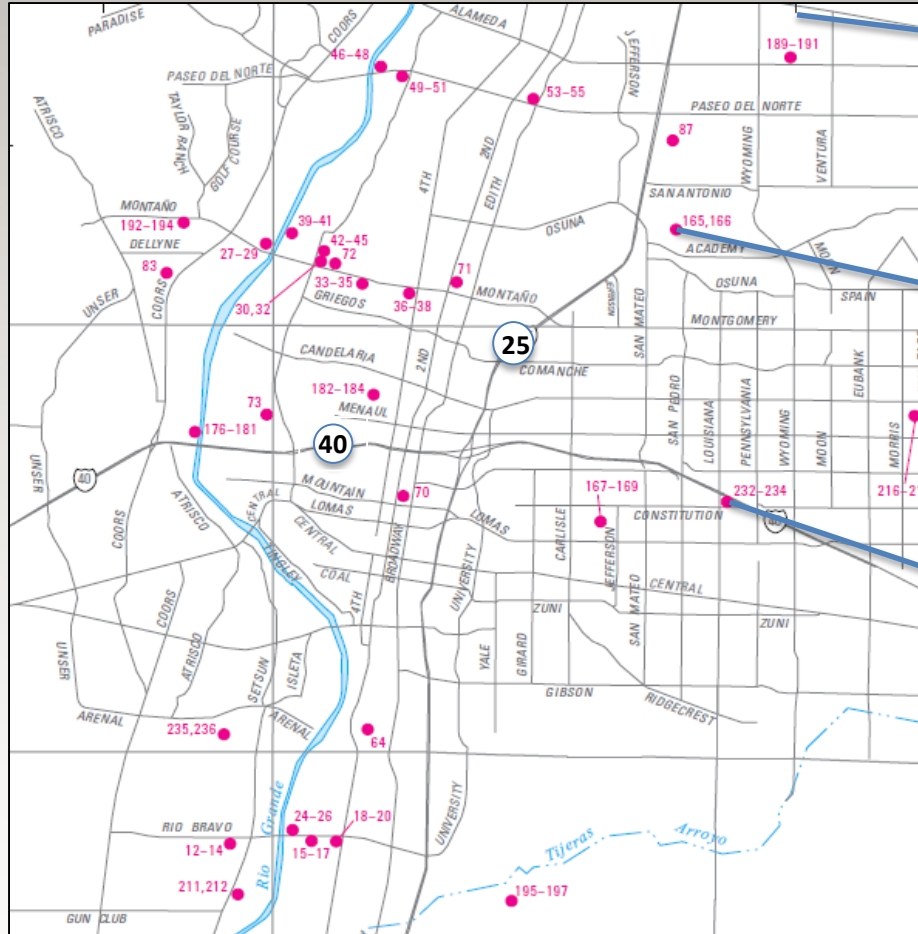
Water Authority  
Effluent Discharge



# Water Usage has Decreased Even with Growth

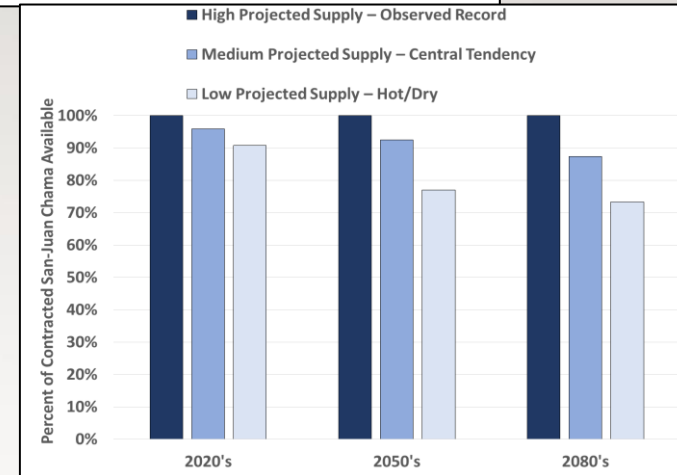
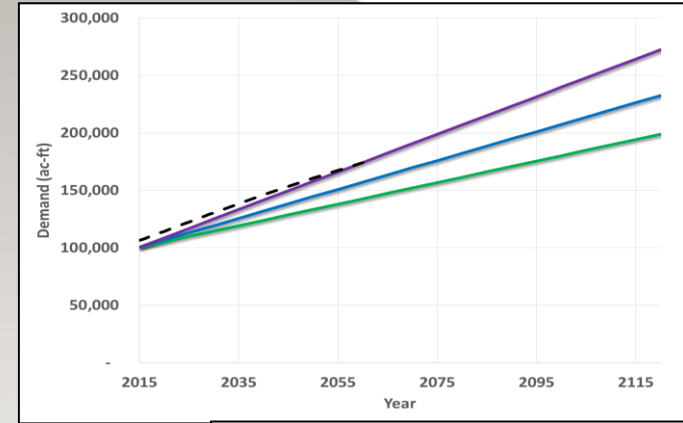


# The Aquifer Continues to Rise



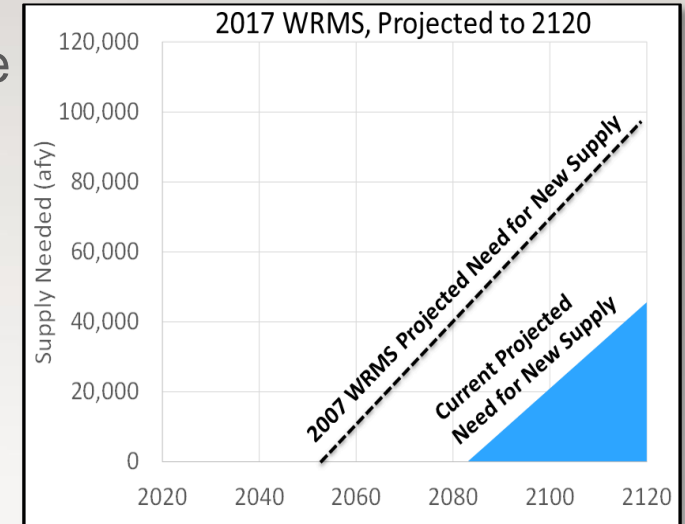
# 100-Year Water Plan – How Was it Developed?

- Demand – How much water do we need?
- Supply – How much water do we have?
- Gaps – Do we need additional supply?
- Filling the Gaps – What will the new supplies be?



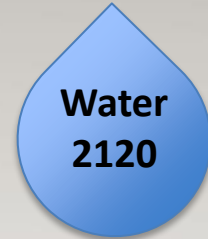
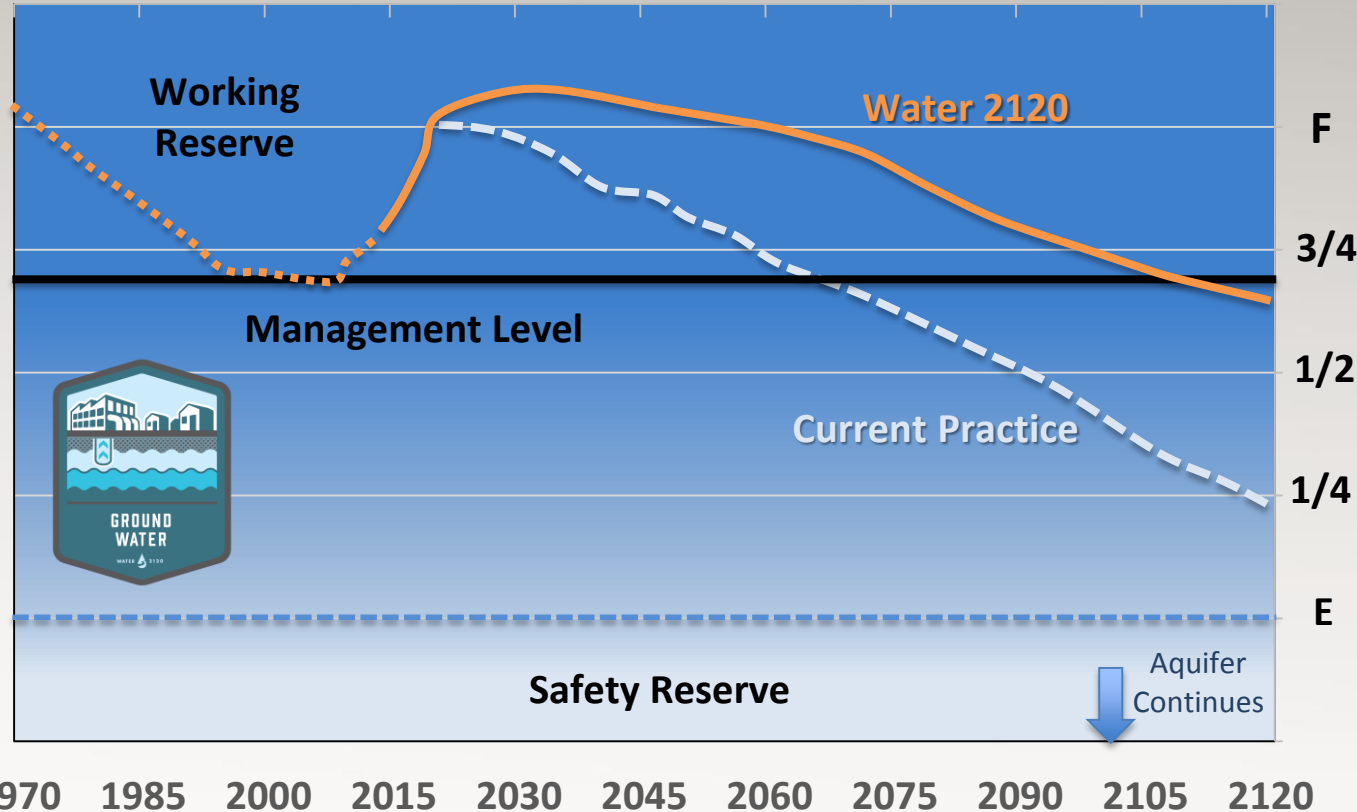
# Filling the Gaps Between Supply and Demand

- Utilize Existing supplies (groundwater and surface water)
- Additional Water Conservation – 110 GPCD in 20 years
- Additional Non-Potable Reuse
  - Connect North I-25 to Southside Reuse
  - Aquifer Storage and Recovery
  - Storage
- Storm water
- Indirect potable reuse (IDPR)
- Watershed management



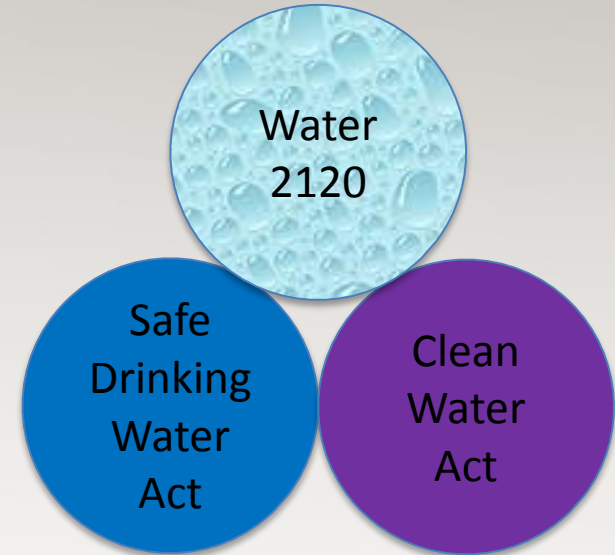


# Groundwater Management Plan



# Discussion Regarding Intersection of CWA/SDWA

- Arsenic
- Phosphorus
- IDPR/DPR
- Flow and River Operations

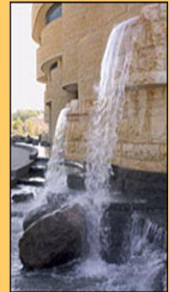


# Arsenic

- Pueblo of Isleta proposes water quality standard of 17 ug/L for arsenic and ammonia in late 1980's
- City of Albuquerque challenges PIWQS
- EPA rulemaking for new SDWA standard for arsenic of 10 ug/L in 2001
- Arsenic effluent discharge is 2.4 ug/L

## Tribes may get “Treatment as a State”

- **Sovereignty** – Tribes, like the state of New Mexico, can have own water quality programs. Examples include Taos, Picuris, Sandia and other pueblos. Tribal standards can exceed federal & state standards.
- **Impact on protecting water quality can be huge.** Isleta and Sandia Pueblo have fought for and secured improvements in wastewater treatment from big cities and industries.





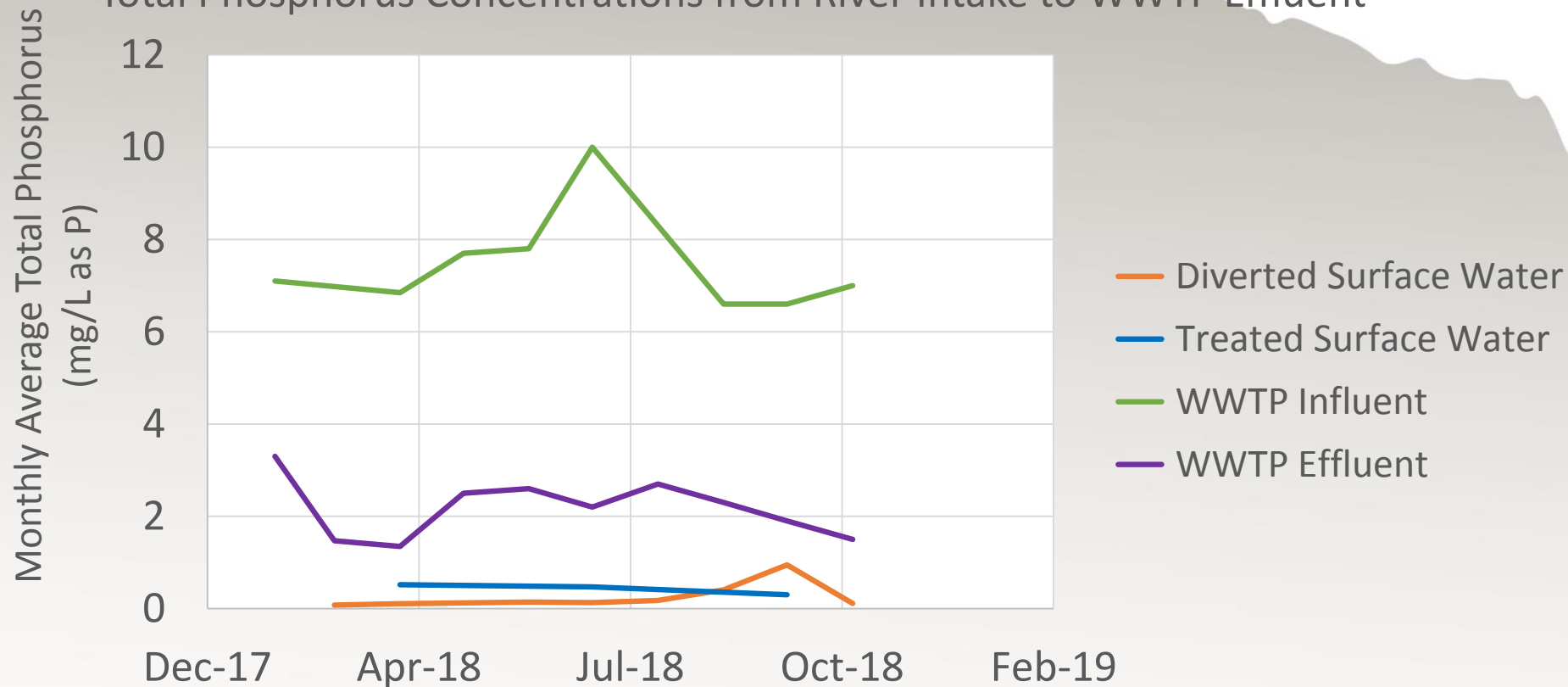
# Phosphorus

- Ortho/poly phosphate blend added for corrosion control at San Juan-Chama Water Treatment Plant
- 2018 Draft NPDES permit – monthly monitoring for phosphorus
- EPA and NM focus on nutrient removal

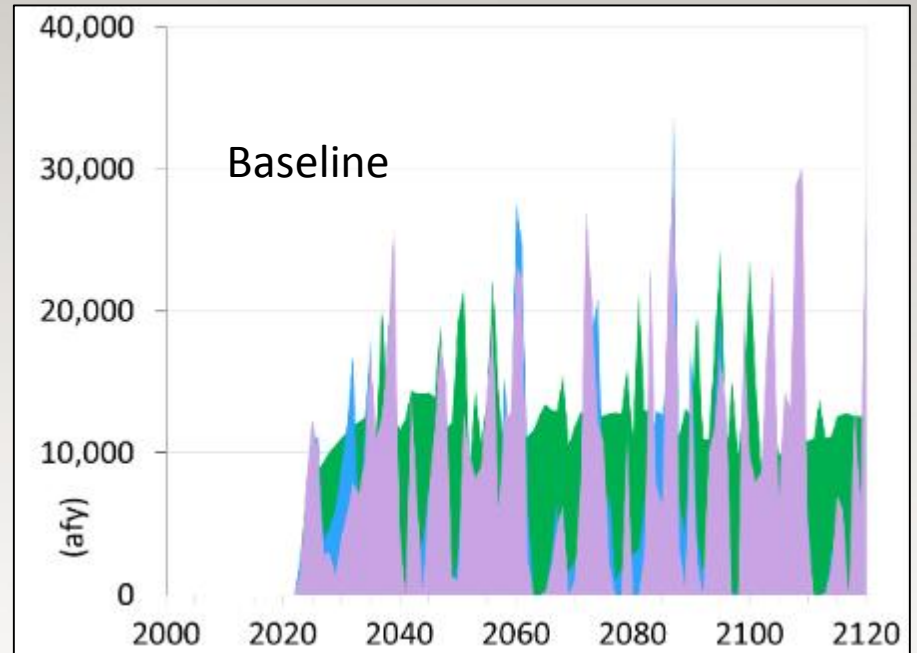
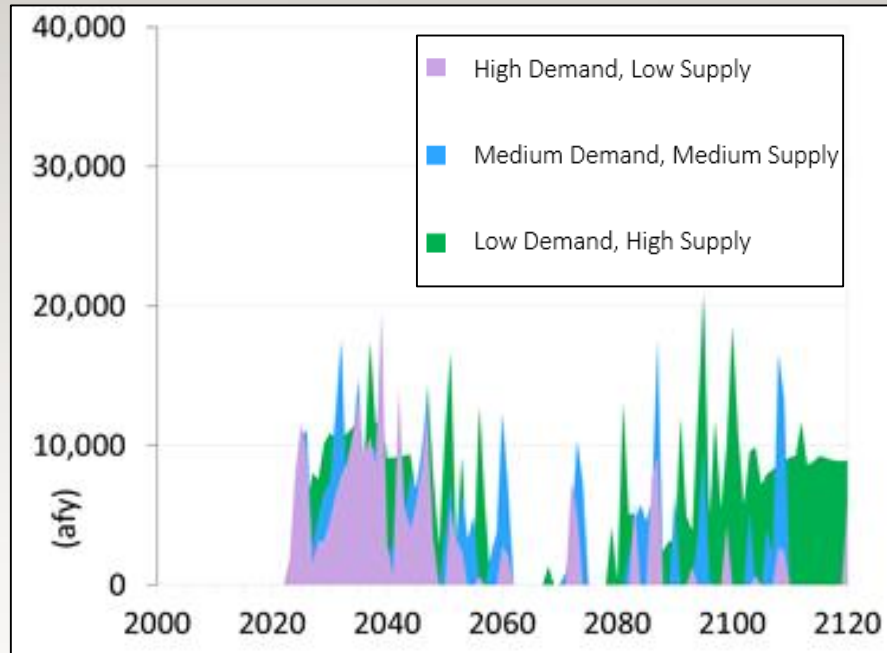


# Phosphorus

## Total Phosphorus Concentrations from River Intake to WWTP Effluent



# Available Wastewater Return Flows



# Direct/Indirect Potable Reuse

- Excess Return Flows used for Reuse and Drinking Water
- Water 2120 - Construct new Advanced Water Treatment Facilities – Southside Water Reclamation Plant or Future Satellite Facilities



Kay Bailey Hutchinson Desal Plant – El Paso, TX

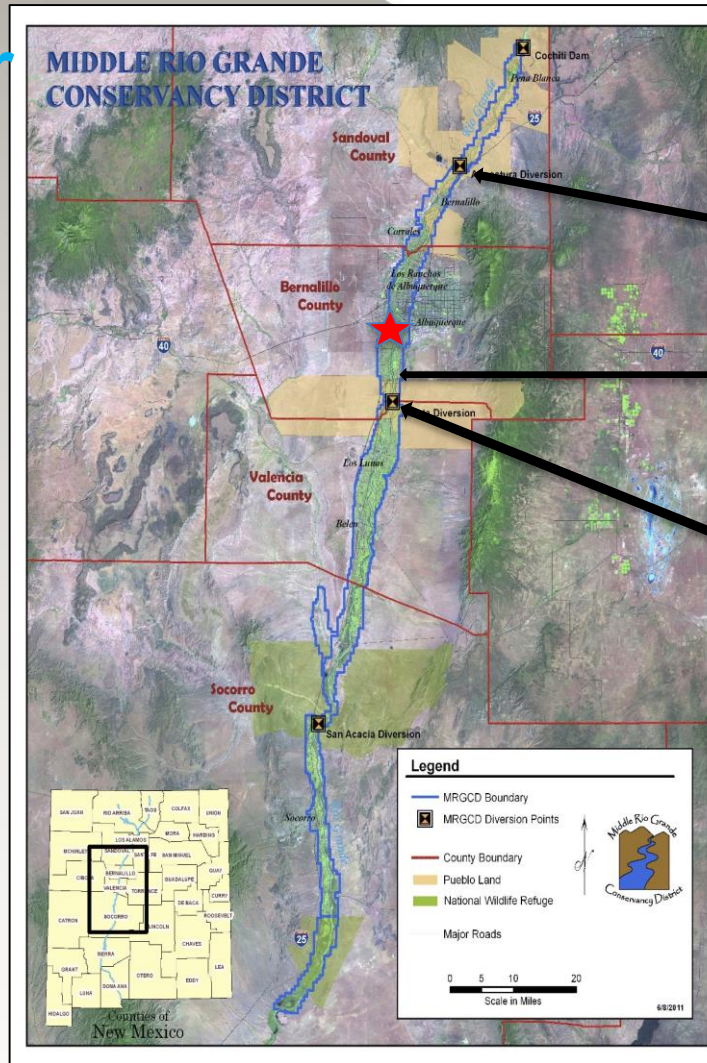
# IDPR/DPR Regulatory Discussion

- NM currently has no regulations in place for IDPR/DPR (California and others developing/implementing regulations)
- Current DPR project under construction in Cloudcroft, NM to meet peak summer demands
- Regulatory/Policy discussion
  - Public Perception
  - Distribution System - chemical compatibility
  - Water Quality Regulations – more stringent than SDWA



# Flow and River Operations

- River Flow diverted at Angostura
- Reduces flow through Albuquerque reach
- ★ (USGS Albuquerque Gage at Central)
- Irrigation returns just upstream of Isleta Diversion but downstream of Pueblo boundary



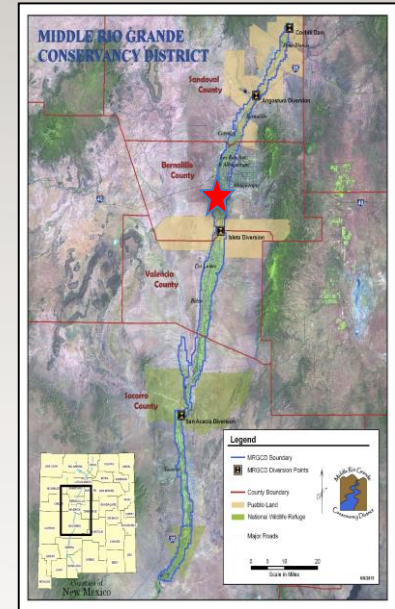
Angostura Diversion

Water Authority  
Effluent Discharge

Isleta Diversion  
and Angostura  
Return

# Flow and River Operations

- How do you determine critical low flow with upstream diversions for irrigation that affect flows at Central Avenue gage
- The Isleta and San Acacia river reaches downstream are frequently dry in the summer months
- How do water quality standards apply if the river is dry and designated uses cannot be obtained?



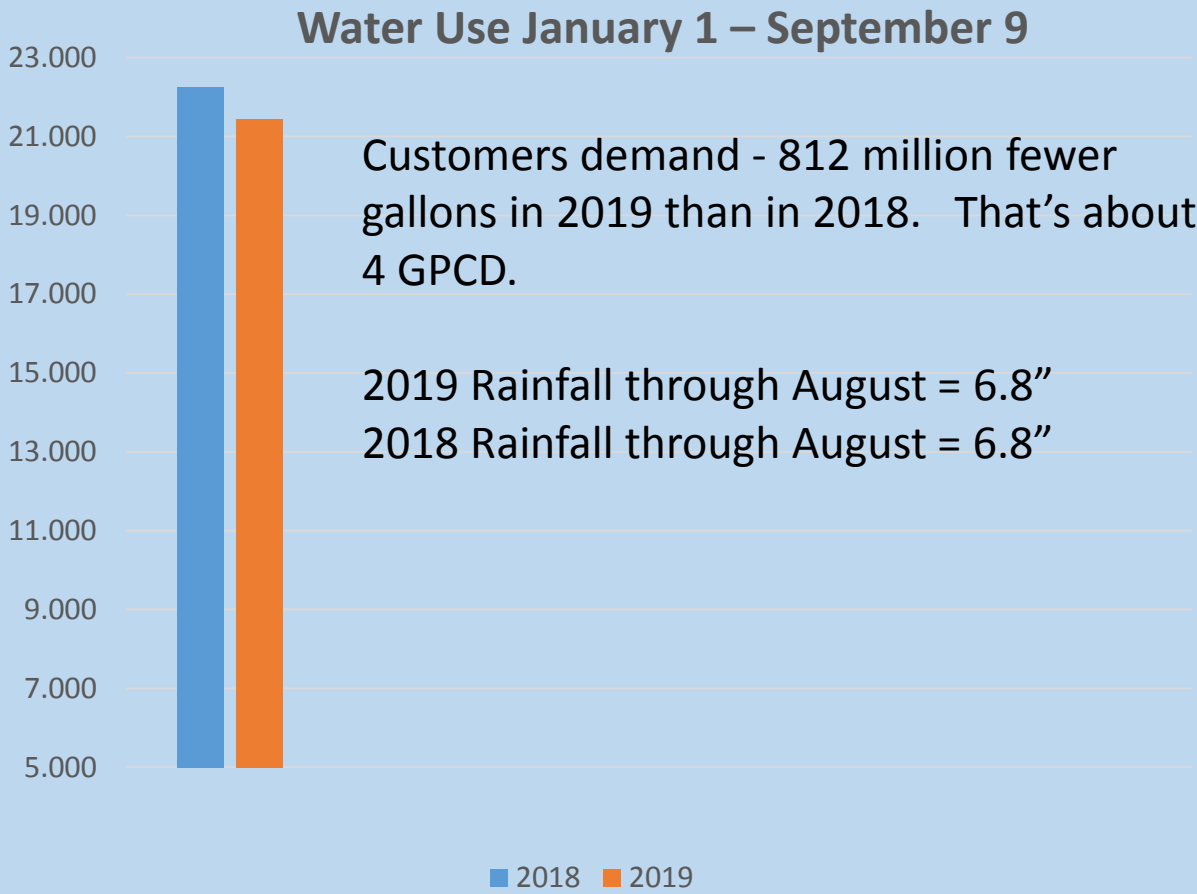
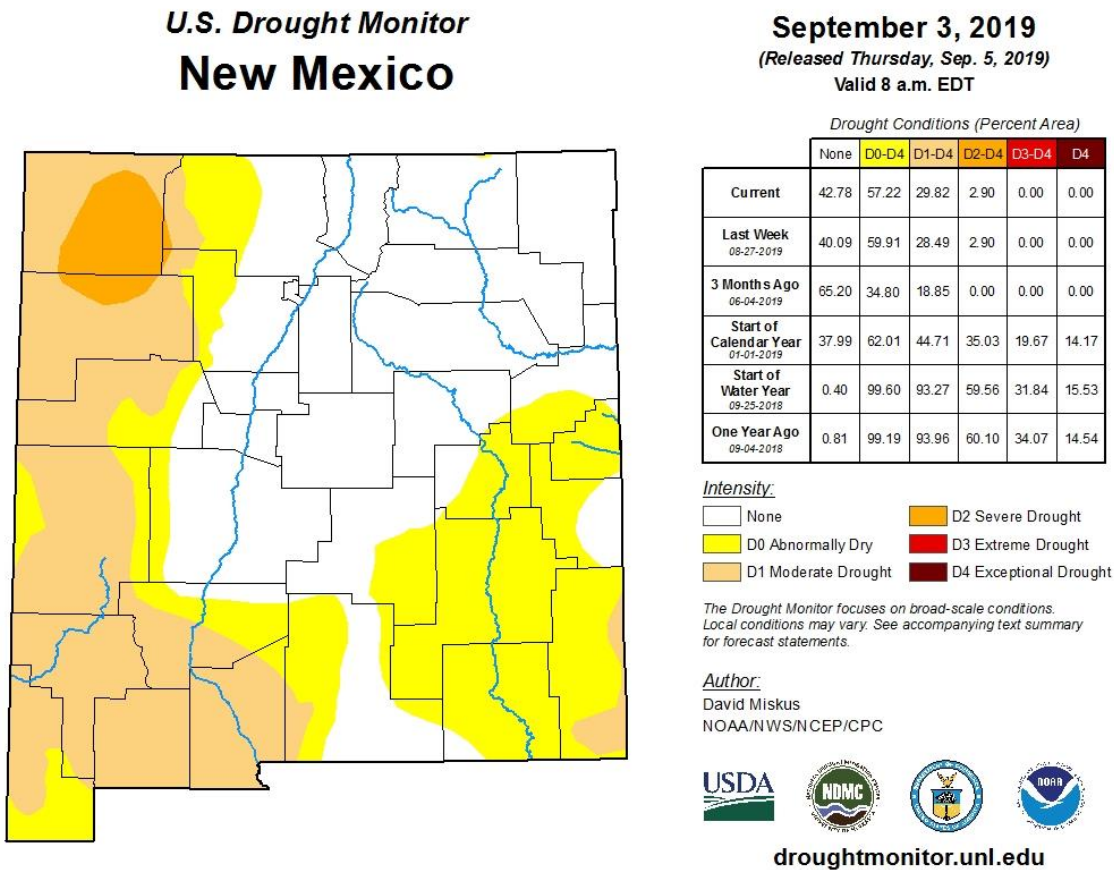
Thank You!

Questions?



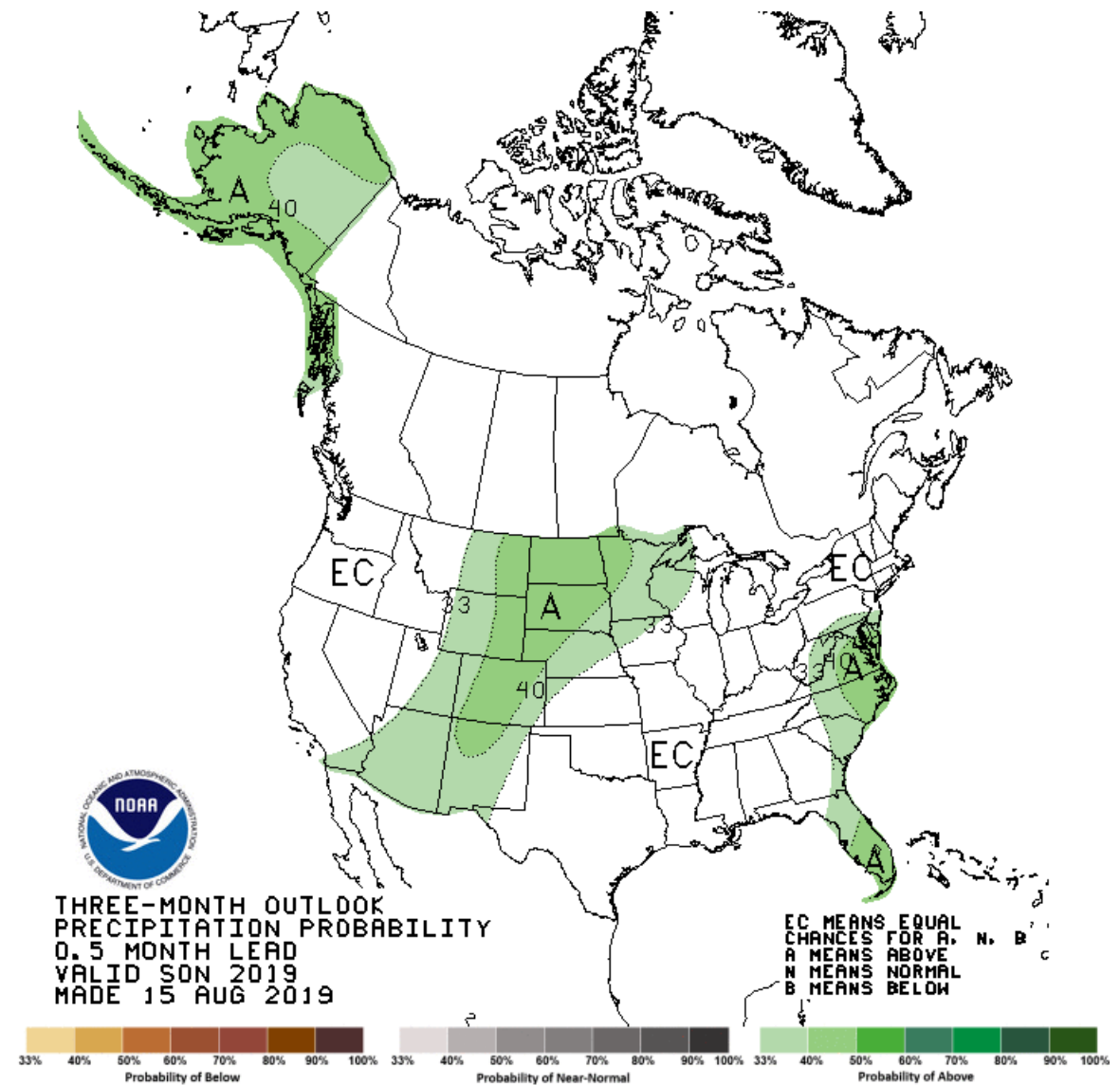


# NM Drought Monitor



# Precipitation Outlook

## September, October, November



Albuquerque Bernalillo County  
Water Utility Authority