

**REGULAR MEETING OF THE CITY COMMISSION  
MONDAY, OCTOBER 24, 2016 @ 5:30 P.M.  
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

**Call to Order:** The meeting was called to order by Mayor Campos at 5:30 p.m.

**Present and answering roll call:** Commissioner Trujillo, Commissioner Butcher, Commissioner Sanchez, and Mayor Campos

**Not Present:** Commissioner Gandy

**Also Present:** City Manager James Williams, City Attorney Patrick McMahon, Chief of Police David Rodriguez, Fire Chief Terrance Lizardo, Public Works Director Wyatt Duncan, Finance Director Gary Chapman, and Administrative Assistant Anna Juarez

**Invocation:** Commissioner Trujillo gave the invocation.

**Pledge of Allegiance:** Commissioner Trujillo led the pledge.

**Approval of Agenda:** Mayor Campos called for a motion. Commissioner Sanchez so moved to approve the agenda; Commissioner Butcher seconded. Motion carried unanimously.

**Approval of the Regular Meeting Minutes of October 10, 2016:** Mayor Campos called for a motion. Commissioner Trujillo so moved to approve the regular meeting minutes of October 10, 2016; Commissioner Sanchez seconded. Motion carried unanimously.

**COMMISSIONER AND STAFF REPORTS:**

- Commissioner Butcher stated he took a tour of the wastewater plant and got to see the new loader. Commissioner Butcher and Public Works Director Duncan discussed uses for older front end loader and to consider taking loader to auction. Commissioner Butcher asked for City to consider looking into an electrical winch to change out mixers.
- Mayor Campos asked for an update on Tyler Software; Finance Director Chapman stated there has been a delay due to confusion of reports generated with chart of accounts given to Tyler.
- Commissioner Trujillo stated:
  - 31 teams showed up for the softball tournament this weekend; hotel was booked, and lights worked; Commissioner Sanchez stated to consider adding more bathrooms at the softball field.
  - Thanked City Manager Williams for getting 1<sup>st</sup> street lights fixed by Marshall's furniture.

- Asked City Manager Williams to consider adding new street lights for the entry of 17<sup>th</sup> Street and Polk due to street being too dark.
- Chief Lizardo invited everyone to attend Halloween on the Plaza and to attend the Haunted House at the old fire station from 7:00 p.m. – 10:30 p.m. October 31, 2016.
- City Manager Williams reminded Commissioners of:
  - Ground breaking at the Nor-Lea Hospital for the Community Health and Wellness Center at 4:30 p.m., tomorrow.
  - Commissioners received a copy of ordinance of Section K Exemption, this ordinance is already approved when we made changes for the Section K Exemption, this will add language to the code to reflect how vacation hours are accrued for the police department; Ordinance notice will be advertised and will come back to Commission on November 14, 2016 for final approval.
  - Fuel up Local Campaign, for every \$25 gas purchased in Lovington, bring in receipts to enter drawing held on November 21, 2016 for a chance of three \$100 gift cards.
  - Melinda Medellin was hired as the new Youth Center Director will begin full time October 31, 2016, but will work ½ days this week, since Veronica Granger will be resigning October 28, 2016 to move to Canyon.

**PUBLIC COMMENT:**

Laura Brock, Code Enforcement and Keep Lovington Beautiful Member, informed Commissioners of Recycled Art Contest to be held on November 19, 2016 from 1-4 p.m. at the Youth Center.

Mayor Campos thanked MainStreet, EDC, and Chamber Directors for attending commission meetings.

Tabitha Lawson, Lovington MainStreet Director, invited everyone to the Halloween on the Plaza, the Lea Theatre, Haunted House, Holiday Open House Event, and Arts & Craft Show.

Evelyn Holguin, EDC Director, invited everyone to attend October 25, 2016 to meet the candidate forum for District 1 at 6:30 p.m. – 8:00 p.m. at the Lister Building; Democrat Candidates David Trujillo and Dean Jackson will be answering public's questions

RaeLynn Stuart, Chamber Director, invited everyone to attend Annual Arts & Craft Festival at the Fair Ground on November 5 & 6, 2016 from 10 a.m. – 6 p.m. on Saturday and 11 a.m. – 4 p.m. on Sunday.

**NON-ACTION ITEMS:**

**Discussion Quarterly Financial Report:** Finance Director Chapman presented to Commissioners the first quarter Financial Report of Fiscal year 2016-2017; overall expenditures are at 17%.

**Discussion of SRO MOU Amendment:** City Manager Williams stated Chief Rodriguez and Staff would like to temporarily assign the SRO to Taylor Middle School; after reviewing MOU between the City and the School it does not specifically indicate the SRO assignment. City Manager Williams stated staff is recommending an amendment to the MOU to identify where the SRO may be assigned; Superintendent Gandy is on board with change.

**Discussion of 2016-2017 road projects:** City Manager Williams presented to Commissioners possible projects to start this fiscal year; one of the priorities is 7<sup>th</sup> and Polk and 6<sup>th</sup> Street South end of town starting from Avenue K to Brian Urlacher.

**ACTION ITEMS:**

**Consider Resolution 2016-98: Approval of Budget Adjustments:** Mayor Campos called for a motion. Commissioner Trujillo so moved to consider Resolution 2016-98: Approval of Budget Adjustments; Commissioner Butcher seconded. Finance Director Chapman stated finance department has begun allocating Health Insurance and Retirement expenses to each department in compliance with audit requirements; therefore, reallocating the budget expense to the effected departments. There being no further discussion; motion carried unanimously.

**Consider Resolution approving the vacation of a portion of North East Street and two adjacent alley ways for the construction of the New Lea County Judicial Complex:** Mayor Campos called for a motion. Commissioner Butcher so moved to consider Resolution 2016-99 approving the vacation of a portion of North East Street and two adjacent alley ways for the construction of the New Lea County Judicial Complex; Commissioner Trujillo seconded. Planning and Zoning Coordinator Ball stated Lea County is requesting the vacation of a portion of N. East Street and two adjacent alleys from the City of Lovington to build the new Judicial Complex in this 2 block area. Utility relocations will be a joint effort between the City and County; Planning and Zoning Commission recommended approval. County Manager Gallagher thanked and invited Commissioner and City Staff to ground breaking tentatively scheduled for December 15, 2016. There being no further discussion; motion carried unanimously.

**Consider Resolution approving street lights for West Avenue L between 13<sup>th</sup> Street and 17<sup>th</sup> Street:** Mayor Campos called for a motion. Commissioner Trujillo so moved to consider Resolution 2016-100 approving street lights for West Avenue L between 13<sup>th</sup> Street and 17<sup>th</sup> Street; Commissioner Sanchez seconded. City Manager Williams stated staff is requesting approval to have five new street lights installed in the new housing area on West Avenue L between 13<sup>th</sup> Street and 17<sup>th</sup> Street to conform to neighboring

subdivisions. Commissioners and staff discussed the possibility of underground electrical wiring. There being no further discussion; motion carried unanimously.

**Consider Resolution approving street lights for East Washington from Commercial to Industrial and posting of speed limit:** Mayor Campos called for a motion. Commissioner Trujillo so moved to consider Resolution 2016-101 approving street lights for East Washington from Commercial to Industrial and posting of speed limit; Commissioner Sanchez seconded. City Manager Williams stated at the request of area resident, staff is requesting approval for the installation of four new street lights and 30 mph speed limit signs on East Washington Avenue between Commercial Street and Air Drive; this will enhance public safety, especially during Fair and Rodeo. There being no further discussion; motion carried unanimously.

**Consider Approval of Accounts Payable:** Mayor Campos called for a motion. Commissioner Sanchez so moved to approve the accounts payable; Commissioner Trujillo second. There being no further discussion, Mayor Campos called for a vote. Motion carried unanimously.

**ADJOURNMENT:** There being no further business, Mayor Campos adjourned the meeting at 6:10 p.m.

**APPROVED:** \_\_\_\_\_  
**PAUL CAMPOS, MAYOR**

**ATTEST:** \_\_\_\_\_  
**CAROL ANN HOGUE, CITY CLERK**

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 14, 2016

RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Ordinance 549: Leave Accruals Amendment for Section K  
**DEPARTMENT:** Executive  
**SUBMITTED BY:** James R. Williams, City Manager  
**DATE SUBMITTED:** November 8, 2016

**STAFF SUMMARY:**

Ordinance 549 will amend the existing Personnel Code to reflect annual and sick leave accruals for Police Officers when the Commission enacts a Section K exemption. Accruals do change due to the number of base hours worked (2,236 vs. 2,080) annually.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_  
*Finance Director*

**ATTACHMENTS:**

Ordinance 549 - Red Line Version

**RECOMMENDATION:**

Motion to approve Ordinance 549.

\_\_\_\_\_  
Department Head

*James R. Williams*  
\_\_\_\_\_  
City Manager

**ORDINANCE NO. 549**

**AN ORDINANCE OF THE CITY OF LOVINGTON, NEW MEXICO, AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL CHAPTER 2.92 PERSONNEL MERIT SYSTEM OF THE LOVINGTON MUNICIPAL CODE.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON, NEW MEXICO THAT TITLE 2, CHAPTER 2.92 BE AND HEREBY IS AMENDED AS FOLLOWS:

**2.92.600 Annual leave with pay.**

Classified and qualified unclassified full-time city employees accrue annual leave from their date of hire according the following schedules:

A. Regular full-time employees:

<b>Years of Service</b>	<b>Hours Per Pay Period</b>	<b>Maximum Accrual</b>
0-5	3.08	120 hours
6-10	4.62	160 hours
10+	6.16	200 hours

Firefighters (2,756 annual hours);

Police Officers assigned to Patrol Division (2,236 annual hours) if Section K exemption implemented by City Commission:

<b>Years of Service</b>	<b>Hours Per Pay Period</b>	<b>Maximum Accrual</b>
0-5	4.62	180 hours
6-10	6.92	240 hours
10+	9.23	300 hours

**2.92.610 Sick leave.**

A. Sick Leave with Pay. Leave with pay is granted to a classified or qualified unclassified full-time employee for serious personal illness, pregnancy, or disability, or when an employee's child or spouse, or parent requires the personal attention of the employee because of a serious injury or illness as defined in the Family and Medical Leave Act.

1. Regular full-time employees begin to accrue sick leave at date of hire. Regular full-time employees accrue sick leave at the rate of 3.70 hours per pay period, while firefighters (2,756

annual hours) and Police Officers assigned to Patrol Division (2,236 annual hours) if Section K exemption implemented by City Commission accrue 5.54 hours per pay period.

**PASSED, ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016**

CITY OF LOVINGTON

\_\_\_\_\_  
PAUL CAMPOS, MAYOR

ATTEST:

\_\_\_\_\_  
CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 14, 2016

RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Resolution 2016-102: Disposal of Property  
DEPARTMENT: Finance  
SUBMITTED BY: Gary Lee Chapman, Finance Director  
DATE SUBMITTED: November 8, 2016

**STAFF SUMMARY:**

Resolution 2016-102 will authorize the disposal of items listed on Exhibit A by public auction and removed from the fixed asset list if necessary. This means of disposal is deemed to comply with state statute and with accounting standards.

**FISCAL IMPACT:**

REVIEWED BY: Gary Lee Chapman  
Finance Director

Sale of property at auction.

**ATTACHMENTS:**

Resolution 2016-102

**RECOMMENDATION:**

Motion to approve Resolution 2016-102

Gary Lee Chapman

Department Head

James R. Williams

City Manager

**RESOLUTION OF THE CITY OF LOVINGTON  
LEA COUNTY, NEW MEXICO**

**RESOLUTION 2016-102**

**A RESOLUTION APPROVING SALE OF PERSONAL PROPERTY**

**WHEREAS**, the City has identified assets that are of no further use; and

**WHEREAS**, it is in the best interests of the City to sell these assets at auction.

**NOW, THEREFORE, BE IT RESOLVED** by the Lovington City Commission that:

1. The assets listed on "EXHIBIT A" be sold at public auction; and
2. Those assets on "EXHIBIT A" that are listed in the City fixed asset inventory be removed.

DONE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016 at

City of Lovington  
New Mexico

\_\_\_\_\_  
Paul Campos, Mayor

ATTEST:

\_\_\_\_\_  
Carol Ann Hogue, City Clerk

**EXHIBIT A**

<b>Descripton</b>	<b>Serial/ID/VIN Number</b>	<b>Department</b>
<b>HP Laser Jet 4250n Printer</b>	<b>JPGGL02658</b>	<b>Library</b>
<b>Dukane filmstrip player</b>	<b>000390</b>	<b>Library</b>
<b>TV/VCR player</b>	<b>000575</b>	<b>Library</b>
<b>Gray shelving - audio</b>	<b>000455</b>	<b>Library</b>
<b>Gray shelving - audio</b>	<b>000456</b>	<b>Library</b>
<b>CPU holder</b>	<b>000558</b>	<b>Library</b>
<b>CPU holder</b>	<b>000552</b>	<b>Library</b>
<b>CPU holder</b>	<b>000555</b>	<b>Library</b>
<b>CPU holder</b>	<b>000548</b>	<b>Library</b>
<b>CPU holder</b>	<b>000554</b>	<b>Library</b>
<b>CPU holder</b>	<b>000560</b>	<b>Library</b>
<b>Scrapper</b>	<b>202-1040</b>	<b>Streets</b>
<b>Loader 1982</b>	<b>9365</b>	<b>Streets</b>
<b>Truck Bed</b>	<b>2005-2006</b>	<b>Streets</b>
<b>Sweeper 2003</b>	<b>3117</b>	<b>Streets</b>
<b>Police Unit</b>	<b>2G1WF55K459265512</b>	<b>Police Department</b>
<b>Police Unit</b>	<b>1FMFU16588LA84050</b>	<b>Police Department</b>
<b>Police Unit</b>	<b>2G1WS55R579222602</b>	<b>Police Department</b>
<b>Police Unit</b>	<b>1GCEC19Z47Z172042</b>	<b>Police Department</b>

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 14, 2016

RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Resolution 2016-103: K9 Transfer  
DEPARTMENT: Police  
SUBMITTED BY: David Rodriguez, Chief of Police  
DATE SUBMITTED: November 11, 2016

**STAFF SUMMARY:**

Resolution 2016-103 will authorize the transfer of ownership of Dar, a Police Department K9, to his handler Sgt. James Hay. Dar has worked for the City for many years and the decision has been made that he needs to be retired. As he is a special animal that requires specific training to care for, transfer to his handler is appropriate. The Resolution is currently being updated with additional language by legal and will be available at the Commission meeting.

Resolution 2016-103 added to packet 11/14/16 @ 8:25 a.m.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_  
*Finance Director*

**ATTACHMENTS:**

Resolution 2016-103 added to packet 11/14/16 @ 8:25 a.m.

**RECOMMENDATION:**

Motion to approve Resolution

\_\_\_\_\_  
Department Head

*James R. Williams*  
\_\_\_\_\_  
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON  
LEA COUNTY, NEW MEXICO**

**RESOLUTION 2016-103**

**A RESOLUTION AUTHORIZING THE TRANSFER OF OWNERSHIP OF THE CITY OF LOVINGTON  
POLICE DEPARTMENT K-9 DAR**

**WHEREAS**, the City of Lovington currently has ownership of a working police dog named K9 Dar; and

**WHEREAS**, K9 Dar has completed his beneficial service to the citizens of Lovington; and

**WHEREAS**, K9 Dar requires a handler with special training and skills; and

**WHEREAS**, K9 Dar handler, Sergeant Hay, desires that the City transfer ownership of K9 Dar to him; and

**WHEREAS**, Sergeant Hay possesses the special training and skills necessary to be Dar's handler; and

**WHEREAS**, the transfer of K9 Dar to Sergeant Hay is beneficial to the City as it alleviates costs and expenses to the City of other options of the disposition of K9 Dar; and

**WHEREAS**, Sergeant Hay will become responsible for the dog's medical care, annual licensing and food and will assume all liability associated with K9 Dar as set forth in a Transfer of Ownership and Release of Liability Agreement; and

**WHEREAS**, Sergeant Hay shall not receive any further stipends from the City as associated with the handling of K9 Dar.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LOVINGTON**, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to transfer ownership of the City of Lovington Police Department K-9 Dar to his handler, sergeant Hay, as set forth in a Transfer of Ownership and Release of Liability Agreement.

DONE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016 at

City of Lovington  
New Mexico

\_\_\_\_\_  
Paul Campos, Mayor

ATTEST:

\_\_\_\_\_  
Carol Ann Hogue, City Clerk

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 14, 2016

RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Resolution 2016-104: Foot Pursuit Policy  
DEPARTMENT: Police  
SUBMITTED BY: David Rodriguez, Chief of Police  
DATE SUBMITTED: November 8, 2016

**STAFF SUMMARY:**

Resolution 2016-104 will approve the Lovington Police Department Foot Pursuit Policy and authorize the Chief of Police to implement it upon adoption. This policy was developed after officers attended a recent update on foot pursuits. Chief Rodriguez will be present and provide additional information.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_  
*Finance Director*

**ATTACHMENTS:**

Resolution 2016-104  
Foot Pursuit Policy

**RECOMMENDATION:**

Motion to approve Resolution 2016-104

\_\_\_\_\_  
Department Head

*James R. Williams*  
\_\_\_\_\_  
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON  
LEA COUNTY, NEW MEXICO**

**RESOLUTION 2016-104**

**A RESOLUTION APPROVING THE POLICE DEPARTMENT POLICY REGARDING FOOT PURSUITS**

**WHEREAS**, the Police Department has identified the need to implement a policy regarding officer foot pursuits; and

**WHEREAS**, it is in the best interests of the City to approve the policy contained in "EXHIBIT A".

**NOW, THEREFORE, BE IT RESOLVED** by the Lovington City Commission that the Lovington Police Department Foot Pursuit Policy, attached as "EXHIBIT A" for reference, is hereby approved and directs the Police Chief to implement said policy.

DONE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016 at

City of Lovington  
New Mexico

\_\_\_\_\_  
Paul Campos, Mayor

ATTEST:

\_\_\_\_\_  
Carol Ann Hogue, City Clerk

## EXHIBIT A

### LOVINGTON POLICE DEPARTMENT

#### OPERATIONS

#### SECTION 01.10 – FOOT PURSUIT

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**Eff: Date 09-14-2016**

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This policy is from the Lovington Police Department. The purpose of this procedure is to develop general guidelines for Officers of the Lovington Police Department to use when weighing the dangers associated with foot pursuits against the need to apprehend/detain a suspect

#### PURPOSE

To develop general guidelines for Officers of the Lovington Police Department to use when weighing the dangers associated with foot pursuits against the need to apprehend/detain a suspect.

#### DEFINITIONS

1. Foot Pursuit -- A situation in which an officer, on foot chases a suspect in an effort to detain or arrest that individual who he has a reasonable suspicion to believe is about to commit, is committing, or has committed a crime and who is resisting apprehension by fleeing from the officer.
2. Police Officer -- for the purpose of this operating procedure, the term "police officer" refers to any officer or employee of this Department sworn to uphold the laws and statutes and any non-sworn employee/officer assigned to control and deal with inmates.
3. Offender -- Offender means an individual who flees on foot to avoid apprehension or detention.

#### PROCEDURE

1. Officers of this Department maintain the discretion to initiate a foot pursuit when an offender attempts to flee from an investigative detention or arrest. Once an officer decides to engage/continue a foot pursuit, the officer must conduct a continuous risk assessment. The objective of any pursuit is its successful termination with apprehension without causing unnecessary injury to the officer, suspect, or a member of the public. In order to insure maximum safety in such situations, the following procedures are in effect regarding foot pursuits:

## EXHIBIT A

### LOVINGTON POLICE DEPARTMENT

#### OPERATIONS

#### SECTION 01.10 – FOOT PURSUIT

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**Eff: Date 09-14-2016**

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A. Alternatives to a foot pursuit -- To the extent resources are available, officers should consider the following alternatives to a foot pursuit:

- 1) Area Containment
- 2) Additional Officers
- 3) Surveillance until additional resources become available.

B. Conditions to consider in a foot pursuit -- Officers involved in a foot pursuit must take a number of conditions into consideration when determining whether to initiate or continue a foot pursuit. These conditions include, but are not limited to:

- 1) The nature of the offense(s) i.e. does he or she pose a threat to the community if allowed to escape;
- 2) The probability of injury to the offender or officers;
- 3) The safety of the public in the area of the foot pursuit;
- 4) Whether or not the suspect is known and can be identified or apprehended at a later time;
- 5) The environment where the pursuit is taking place;
- 6) Coordinating with other officers/deputies to establish a perimeter for containment.
- 7) Officer awareness of location -- able to identify location with accuracy during the pursuit.
- 8) Whether suspect is armed.
- 9) The officer/deputy will make every effort to secure their patrol vehicle before engaging in a foot pursuit.

C. Notifying Dispatch -- Officers involved in a foot pursuit must notify dispatch of the pursuit as soon as possible and must provide the following information:

- 1) Officer Identifier;
- 2) Location;
- 3) Description of the fleeing offender/offenders;
- 4) Direction of travel;
- 5) Any known weapons;
- 6) The nature of the offense.

## EXHIBIT A

### LOVINGTON POLICE DEPARTMENT

#### OPERATIONS

#### SECTION 01.10 – FOOT PURSUIT

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D. The primary officer should maintain sufficient tactical gap between the officer and the fleeing suspect to allow time for obtaining cover and allow for the arrival of backup officers, if possible, before engagement.

E. It is highly recommended that, when applicable, charges of resisting arrest and/or assault on a police officer be made.

2. Dispatch, upon notification of a foot pursuit, will immediately clear the channel of all radio traffic not pertaining to the foot pursuit. Normal radio traffic will resume upon termination of the foot pursuit.

#### 3. PROHIBITED ACTIONS IN A FOOT PURSUIT

A. A single officer will not enter a building, structure or area of limited or no cover without a back-up officer present.

B. All Department Procedures, State and Local laws governing their utilization will be complied with.

#### 4. TERMINATION OF FOOT PURSUITS

Foot pursuits will be immediately terminated if any of the following conditions exist:

- 1) If the officer becomes disarmed or loses possession of their service weapon;
- 2) If the officer loses contact with their fellow officers or dispatch;
- 3) If the officer believes that the danger to pursue outweighs the necessity for immediate apprehension;
- 4) If ordered to terminate pursuit by a supervisor.

#### 5. SUPERVISOR RESPONSIBILITIES

A. The supervisor will monitor radio traffic of the pursuit and direct resources in an attempt to safely bring the pursuit to conclusion.

## EXHIBIT A

### LOVINGTON POLICE DEPARTMENT

#### OPERATIONS

#### SECTION 01.10 – FOOT PURSUIT

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B. The supervisor will immediately assess the situation to determine if additional resources are needed, for example: canine or additional personnel to establish a perimeter.

C. If the supervisor determines that the danger to the public, suspect(s) or officer(s) is greater than the need to immediately apprehend the suspect, the supervisor will immediately terminate the foot pursuit.

D. Upon termination of the pursuit, the duty supervisor will critique the pursuit with all officers involved.

E. The supervisor will insure that all required reporting is accomplished. In the event that a Use of Force Report or Officer Injury Report is required, the supervisor will insure that the details of the pursuit are included in the report.

F. Consider the use of specialized units/personnel to aid in the apprehension i.e. canine, SWAT following containment etc. In the absence of a supervisor, this consideration should be undertaken by involved officers/deputies

G. The supervisor of the officer initiating the pursuit shall be responsible for submission of a required reports through the chain of command to the Deputy Chief and Chief of Police on the next workday following the incident.

#### 6. INVESTIGATION

A. In the event of a foot pursuit, the primary unit's supervisor will be responsible to see that proper paperwork is completed and the video recordings be submitted to Deputy Chief and Chief of Police Office within 48 hours. The Incident Report must be submitted through the chain of command by the end of shift and forwarded to the Deputy Chief and or Chief of Police on the next workday.

B. Upon completion of the Deputy Chief's review, a copy of the report will be forwarded to the Chief of Police and Training Supervisor for review and inclusion of the "lessons learned" into in-service training.

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 14, 2016

RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Resolution 2016-105: LODD Policy  
DEPARTMENT: Police  
SUBMITTED BY: David Rodriguez, Chief of Police  
DATE SUBMITTED: November 8, 2016

**STAFF SUMMARY:**

Resolution 2016-105 will authorize the approval and implementation of the Police Department Line of Duty Death and Injury Notification policy. Chief Rodriguez will provide additional information at the meeting.

**FISCAL IMPACT:**

REVIEWED BY: \_\_\_\_\_  
*Finance Director*

**ATTACHMENTS:**

Resolution 2016-105  
Policy

**RECOMMENDATION:**

Motion to approve Resolution 2016-105

\_\_\_\_\_  
Department Head

*James R. Williams*  
\_\_\_\_\_  
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON  
LEA COUNTY, NEW MEXICO**

**RESOLUTION 2016-105**

**A RESOLUTION APPROVING THE POLICE DEPARTMENT POLICY REGARDING L.O.D.D.**

**WHEREAS**, the Police Department has identified the need to implement a policy regarding Line of Duty Death (L.O.D.D.) or Injury Notification; and

**WHEREAS**, it is in the best interests of the City to approve the policy contained in "EXHIBIT A".

**NOW, THEREFORE, BE IT RESOLVED** by the Lovington City Commission that the Lovington Police Department L.O.D.D Policy, attached as "EXHIBIT A" for reference, is hereby approved and directs the Police Chief to implement said policy.

DONE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016 at

City of Lovington  
New Mexico

\_\_\_\_\_  
Paul Campos, Mayor

ATTEST:

\_\_\_\_\_  
Carol Ann Hogue, City Clerk

**ADMINISTRATION****SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION**

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**Purpose**

The purpose of this directive is to provide guidelines for the notification and the support of families in the event that a line of duty death or serious injury to an employee of the Lovington Police Department has occurred.

**Policy**

In the event that an employee of the Lovington Police Department dies or experiences a life-threatening injury while on duty, or if department personnel are the first to know of an employee's death or life-threatening injury while off duty, it is the responsibility of the department to notify the next-of-kin and subsequently to provide as much assistance as possible. This notification will be made in a timely, personal, and compassionate manner.

**Definitions**

Line-of-duty Death - Any action, felonious or accidental, which claims the life of an officer who is performing work-related functions while either on or off-duty.

**Procedures****General**

1. When the life-threatening injury or death of an employee is first reported, the employee's supervisor will notify the Chief of Police as soon as possible.

**Line of Duty Death or Injury Notification**

2. Under normal circumstances, information pertaining to the death or life threatening injury of an employee will not be given or taken over any mobile or portable radio.

3. The Chief of Police will approve all press releases related to line of duty death or life-threatening injury.

4. Department personnel will normally make the next-of-kin notification in person, regardless of the location of the next-of-kin. An exception would be a location of such a distance (e.g., out-of-state) to warrant the assistance of another law enforcement agency.

# LOVINGTON POLICE DEPARTMENT

## ADMINISTRATION

### SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION

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5. The notification will be made as soon as possible after the initial information is confirmed.  
Family Members Notification

1. Functioning as the Departmental Notification Team, the Chief of Police, Deputy Chief and the employee's Division Supervisor will:

- \* Confirm the identity of the deceased or injured employee;
- \* Gather details about the circumstances surrounding the death or injury;
- \* Determine any health considerations of the person(s) to be notified;
- \* Determine if assistance from the clergy is needed, and make the necessary contacts;
- \* Determine which personnel will take part in the notification, and determine if there are personnel who should not take part in the notification;
- \* Determine if other persons are likely to be present at the notification;
- \* Members of the Departmental Notification Team should travel in separate vehicles;

2. Prior to arrival, the Departmental Notification Team will discuss who will be the primary spokesperson, what will be said, and how much detail will be provided.

3. Upon arrival at the location of next-of-kin, members of the Departmental Notification Team will:

- \* Identify themselves through the designated spokesperson;
- \* Ask to be allowed inside; do not make notification standing in the doorway;
- \* Determine the identity of the next-of-kin;
- \* Locate a private setting;
- \* Ensure that minor children are not present for the notification;
- \* Use straightforward and direct language in explaining the reason for the visit;
- \* Calmly and professionally answer questions.

4. After the initial notification has been given, the Departmental Notification Team will:

- \* Offer support and assistance to the family;
- \* Assist in making calls to relatives, friends, and clergy;
- \* Make a written record for the family of all persons contacted on their behalf;
- \* Offer transportation to the hospital and/or other locations;

# LOVINGTON POLICE DEPARTMENT

## ADMINISTRATION

### SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION

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\* If young children are at the home, the Notification Team will arrange for child care needs. This may involve contacting co-workers' spouses, family friends; neighbors, or providing transportation to a relative's home.

5. The Departmental Notification Team will not leave until all possible assistance has been provided. Prior to leaving the location of next-of-kin, the Departmental Notification Team will:

\* Leave names and telephone numbers where members of the Departmental Notification Team can be reached;

\* In the event that the death or injury occurred out-of-state or at another location of some distance, provide names and telephone numbers of persons and agencies who may be contacted for additional information;

\* Advise the next-of-kin of follow-up information and assistance they will receive, which may include, as appropriate:

- Additional information and/or details concerning the circumstances surrounding the death or injury not immediately known to the team;

- Answers to questions posed by family members;

- Assistance to the family with day-to-day activities for the next several days;

- Assistance with funeral arrangements if desired;

- Assistance with employee benefits issues. The City of Lovington Human Resources Department (HR) shall be contacted and a conference arranged between HR and next of kin to ensure that benefits are fully explained and necessary requests are made for applicable benefits.

#### Department Notification and Assistance

1. In the event of serious injury or death of a police officer, the Chief of Police shall ensure all other departmental employees are promptly notified of the facts and circumstances surrounding the event. The format for this notification shall be at the discretion of the Chief of Police. The notification should include the condition of the employee (if other than deceased) and what support services are being provided to the family.

# LOVINGTON POLICE DEPARTMENT

## ADMINISTRATION

### SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION

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2. All department members shall be notified by the Chief of Police as to which officer has been assigned as a Liaison Officer to the family.

3. Any employee interested in assisting the family should be asked to contact the Liaison Officer to coordinate the assistance. Assistance that other employees can provide may include:

- \* Transportation and lodging of family members
- \* Child care
- \* Errand running and other support such as shopping, message delivery, cooking and household chores
- \* Companionship

4. All members of the Department, particularly fellow officers, may be emotionally affected by the serious injury or death of a fellow officer. Those affected shall be referred to counseling services.

1. The Chief of Police or his designee will assign a member of the Department to fill this role. The Hospital Liaison Officer should also be of a supervisory position. The function of this officer will be to coordinate all activities at the hospital. These responsibilities include:

- \* Arrange (with hospital personnel) an appropriate waiting area for the family and only those others requested by the immediate family, and ensure that the family is notified of the officer's condition or updated facts of the incident upon their arrival at the hospital.
- \* Arrange a separate area for fellow police officers and friends to assemble.
- \* Ensure that all medical personnel relay pertinent information regarding the officer's condition to the family in a timely basis and before such information is released to others. Do not "guard" the family from bad news.
- \* Notify the appropriate hospital personnel that all medical bills relating to the injured or deceased officer will be directed to the City of Lovington. The family should not receive any of these bills at their residence. This may require the Hospital Liaison Officer to re-contact the hospital during normal business hours.

# LOVINGTON POLICE DEPARTMENT

## ADMINISTRATION

### SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION

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\* If it is possible for the family to visit the injured officer, they should be afforded that opportunity. The family should be prepared for what they may see. The same arrangements should be made if the officer has died and the family wishes to see the officer. Hospital personnel should advise the family of visitation policies and, in the event of death, explain the necessity of an autopsy.

\* In conjunction with the hospital, arrange for a place to use as a media staging area. This will require coordination with the Department's Public Information Officers.

2. The Hospital Liaison Officer may also have security issues to address if the incident involved other parties who are also at the same hospital. This added security issue may involve family members of the other party and the officer's family members and other officers. The other party's family should be separated from the officer's family. Hospital police/security officers should be employed to assist with security.

3. The Hospital Liaison Officer will remain at the hospital as long as the deceased officer's family is present.

#### **Support for the Family**

1. The Chief of Police, or a designee, will meet with the officer's family at their home to determine their wishes regarding Departmental participation in the preparation of the funeral or services. All possible assistance shall be rendered.

2. With the approval of the family, the Chief of Police, or his designee, will assign a Family Liaison Officer. An attempt should be made to assign an individual that maintained a close relationship with the officer and his/her family.

3. The Family Liaison Officer shall act as a "facilitator" between the family and the Department. Duties of the Family Liaison Officer may include, but are not limited to:

\* Ensure the needs of the family precede the wishes of the Department.

\* Provide a telephone number to the family and be available at any time at that number.

\* In the event of death, assist the family with funeral arrangements and make them aware of what the Department can offer if they decide to have a police funeral. If they choose a police funeral, assist the Funeral Liaison Officer in briefing the family on the funeral procedure.

## LOVINGTON POLICE DEPARTMENT

### ADMINISTRATION

#### SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION

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\* Inform the family of all circumstances surrounding the death or injury and the continuing investigation. Arrange for Detectives to meet with the family if either the family or Detectives have questions.

\* Inform the family of any new developments prior to news release. If the family grants an interview with any news outlet, be present to screen questions which may be detrimental to any pending legal proceedings.

\* If there is a criminal prosecution, put the family in touch with the appropriate District Attorney's Victim/Witness Advocates. Encourage the family to attend the trial and attend with them whenever possible.

\* Provide assistance in overseeing travel and lodging arrangements for out of town relatives, arranging for food for the family, meeting childcare needs and transportation needs.

\* Acquire all relevant media clippings, letters, correspondence, photos, videos, awards or any other memorabilia associated with the officer's entire career to be presented to the family in a scrapbook. The officer's medals, badge, name plate, etc. should also be presented in a suitable manner.

\* Ensure contact with the family on a regular basis through the first year. That year will be filled with significant dates and holidays. Know these dates and holidays and let the family know they are remembered by the Department. A card, visit, phone call, flowers and other related actions are a great source of comfort to a family who may otherwise feel forgotten.

\* The Family Liaison Officer will also act as a long-term liaison with the family. Close contact with the family will continue as long as the family needs support, unless the family chooses otherwise.

#### Benefits

1. The department in conjunction with the City of Lovington Human Resources Department will provide the immediate family assistance:

- \* meet with the immediate family to explain what survivor benefits are available;
- \* in preparing and completing all necessary paperwork on eligible benefits;
- \* conduct a follow up meeting to determine if those benefits have been realized.

# LOVINGTON POLICE DEPARTMENT

## ADMINISTRATION

### SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION

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2. The City of Lovington Human Resource Departments maintains a list of benefits that City of Lovington Sworn Police Officers are eligible for and can be found on the City of Lovington web site.

- \* City paid life insurance policy at one times the annual salary
- \* Law Enforcement Officer's Death Benefit Act
- \* Separate Insurance Benefits Plan for State and Local Governmental Law Enforcement Officers

#### Funeral Protocol

1. In the event of death, the Chief of Police, or his designee, will appoint a Funeral Liaison Officer.

The Funeral Liaison Officer should be of a supervisory rank and have some understanding in all aspects of traditional funerals as well as the protocols attributed to law enforcement funerals.

2. The Funeral Liaison Officer will be responsible for the following:

- \* Meet with the family members and the Family Liaison Officer to explain duties and determine what type of funeral the family wishes; private or full law enforcement funeral. The family should be apprised of what a full law enforcement funeral entails, such as honor guards, pall bearers, twenty-one gun salute, flag draped coffin, taps, bagpipes, squad car procession and any other of a variety of ceremonies.

It is the family's final decision that will be maintained over any wishes of the Department.

- \* Meet with the following persons to coordinate funeral activities and establish an itinerary:

- Chief of Police
- Funeral Director
- Family Priest or Minister
- Cemetery Director
- Honor Guard/Musicians (Taps, bagpipes, drums, etc.)

3. The department will direct the funeral activities and visiting police departments according to the wishes of the family.

## LOVINGTON POLICE DEPARTMENT

### ADMINISTRATION

#### SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION

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4. The communications center once authorized by the Chief of Police will issue a message via NCIC to include the following:

- \* Name of the deceased
- \* Date and time of death
- \* Circumstances surrounding the death
- \* Funeral/visitation arrangements
- \* Expressions of sympathy (e.g. in lieu of flowers)
- \* Contact person and number for visiting departments to indicate their desire to participate

5. The department will maintain a roster of all Departments sending personnel to the funeral, including:

- \* Name and address of the agency
- \* Name of the agency head
- \* Number of officers responding
- \* Number of vehicles

6. If the family desires a flag presentation by the Chief of Police, notify the Chief in advance.

7. If the family desires a burial in uniform, obtain a uniform and all accouterments (except weapons) the department will provide these items and deliver them to the funeral home.

8. The department will assign police department members for usher duty at the church.

9. Brief the Chief of Police concerning all funeral arrangements.

10. Will ensure that the surviving parents are afforded recognition and that proper placement is arranged for them during the funeral and procession.

11. Arrange for standby medical aid for the family, if necessary.

12. Coordinate traffic management with other jurisdictions, if necessary, during the visitation, funeral and procession.

13. Assign an employee to remain at the family home during visitation and the funeral, if requested.

## LOVINGTON POLICE DEPARTMENT

### ADMINISTRATION

#### SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION

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14. Assist in making the necessary accommodations (food, etc.) if there is a reception following the funeral.

15. Acknowledge visiting and assisting Departments.

#### Coordination

1. Coordination of events following a line-of-duty death or critical injury will be a complex responsibility. Professionalism and compassion must be exhibited at all times and should be considered an obligation to the officer's family and to the law enforcement community.

2. In order to provide exceptional service and support for all involved the Chief of Police will select a member of the department to be a Funeral Liaison Officer.

3. Any Lovington Police Officer who dies in the line of duty will be afforded full honors if requested by the family. This will include:

- \* Casket watch during the visitation
- \* Honor Guard
- \* Pallbearers
- \* Rifle squad
- \* Taps
- \* Military flag fold
- \* Presentation of the flag
- \* Motor escort

4. The Honor Guard Coordinator will be responsible for coordinating and directing the activities of the Honor Guard, Casket Watch, Pallbearers, Rifle Squad, Bugle and Flag presentation and will be in direct contact with the Funeral Liaison Officer.

5. In the event of a Department member's death, the Chief of Police shall assign a member of Command Staff to coordinate all patrol operational activities of the Department, which will include requesting assistance from outside agencies, while Department personnel are attending the services. The assigned individual shall also arrange for sworn personnel to remain with the body from the time of death until the body is laid to rest, if possible.

# LOVINGTON POLICE DEPARTMENT

## ADMINISTRATION

### SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION

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#### Uniforms and Appearance

1. All members of the Department in attendance will, regardless of assignment, dress in the appropriate uniform.
2. All attending departmental personnel shall wear Class A uniform.
3. Honor Guard members will wear their authorized Honor Guard ceremonial uniform.
4. Departmental members assigned to be pallbearers will wear white gloves.
5. All Department members will wear a black mourning band over the badge.

#### Casket Watch

1. The Casket Watch is usually comprised of officers from the Honor Guard; however, volunteers may stand watch at the discretion of the Honor Guard Coordinator. Officers assigned to the Casket Watch must present an excellent uniform appearance and will conform to all Department regulations pertaining to grooming and appearance.
2. All members standing watch will arrive at the funeral home at least one hour prior to the start of the visitation for inspection, briefing and assignment.
3. The dress uniform will be worn to include white gloves. The watch will be divided into shifts with two officers standing watch for fifteen (15) minutes at a time.
4. If the family wishes, an informal watch can take place after the viewing has ended for the day.
5. The Casket Watch moves in slow cadence. This includes all marching movements and saluting. The Honor Guard Coordinator will post the watch and the officers will post themselves at or near the head and feet of the deceased officer.

#### Pallbearers

1. If the family requests pallbearers from the Department and they do not have a special request as to who will serve as pallbearers, the Chief of Police will be responsible for selecting them. If possible and practical, the pallbearers should be officers that the slain officer worked closely with, regardless of rank.
2. Pallbearers will be under the direct direction of the Honor Guard Coordinator and will report to the funeral home as directed for inspection and instructions.

# LOVINGTON POLICE DEPARTMENT

## ADMINISTRATION

### SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION

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#### Funeral Service

1. Members who attend the funeral services will report to a predetermined assembly point near the place of services for inspection and briefing.
2. From the assembly point, members will proceed to the place of service, timing their arrival to permit immediate entry upon arrival of the deceased officer.
3. Upon entering the location of service, members will remove their uniform hat and place it under their left arm (badge/acorns forward) and will move in an orderly manner to the place that is reserved for them.
4. Members will remain standing until all members are in their places, at which time the command "Be Seated" is given.
5. At the end of the service, upon receiving the command of "Officers Rise", members will rise in unison, place their hats under their left arm and prepare to file past the casket. Members will hold their hats in this position until they pass the casket and walk outside.
6. Upon leaving the building, members will replace their hats and assemble in formation at right angles to the hearse.
7. Two ranks will be formed facing each other, leaving an open aisle through which the pallbearers and the casket will pass. Normally, there will be an extended interval between officers, but if space is limited, this interval is decreased.
8. While waiting in formation, members will stand at parade rest.
9. When the casket comes into view, the formation will be called to attention. The next command will be "Present Arms." All members will salute and hold the salute until the casket is placed into the hearse. At this time, commands of "Ready, Front" will be given and members will return to attention.
10. After the doors of the hearse are closed, the command of "First Rank (Passenger side of hearse) About Face" and "Second Rank (Driver's Side of Hearse) About Face" will be given directing the two columns to face the hearse.

# LOVINGTON POLICE DEPARTMENT

## ADMINISTRATION

### SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION

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11. The Honor Guard Coordinator will dismiss the formation with the command of "Officers Dismissed." The members will then break ranks in an orderly manner and proceed to their vehicles.

12. Members will then proceed in the motorcade to the cemetery. 10

#### Line of Duty Death or Injury Notification

##### Gravesite Services

1. Members will report to the places that have been reserved for them immediately upon arrival at the gravesite. If indoors, members will remove their hats and hold them under their left arms, (badge/acorns forward). If seated, members will sit with their hats in their laps (badge/acorns forward). If services are outside, members will wear hats. At all times, members will maintain a military bearing.

2. Prior to the playing of taps and the 21-gun salute, members will be given the command of "Officers Rise" (if seated) at which time members will rise. The next command given will be "Present Arms" at which time a hand salute will be rendered.

3. At this time the Honor Guard Coordinator will instruct the members of the Honor Guard to fold the flag. Once folded, the Honor Guard Coordinator will turn the flag over to the Deputy Chief of Police and will salute the flag. The Deputy Chief will then turn the flag over to the Chief of Police and salute the flag. The Chief of Police will then present the flag to the surviving family members.

4. At this time the 21-gun salute will be rendered. Once this has concluded, "Taps" will be played. Upon the conclusion of Taps, the command of "Ready, Front" will be given, at which time members will return to the position of attention. The Honor Guard Coordinator will then give the command of "Officers Dismissed." At this time members will break ranks and return to their assigned vehicles.

##### Funeral Procedural Variation

1. The procedures outlined here will be followed in most cases. Any changes that are made necessary by shortage of manpower, the unusual size of the funeral, the type of service, the physical arrangement of the place of the service or for any other reasons shall be made by the Funeral Liaison Officer in conjunction with the Chief of Police.

**LOVINGTON POLICE DEPARTMENT**

**ADMINISTRATION**

**SECTION: 28.00—LINE OF DEATH INVESTIGATION/ INJURY NOTIFICATION**

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2. At the discretion of the Chief of Police, Department honors may be afforded to deceased/retired members of the Department and employees.

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 14, 2016

RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

**SUBJECT:** Resolution 2016-106: Residential Road Improvements  
**DEPARTMENT:** Public Works  
**SUBMITTED BY:** Wyatt Duncan, Public Works Director  
**DATE SUBMITTED:** November 8, 2016

**STAFF SUMMARY:**

Resolution 2016-106 will direct staff to begin work on the FY 16-17 Residential Roadway Improvement Program. Discussion was conducted at the previous Commission meeting to ask for additional input on the projects presented or any other projects Commission or the public would like to have initiated this current fiscal year. No other comment has been received by staff. The two project recommended and referenced in this resolution are:

7th and Polk Drainage  
6th Street - Avenue K to Brian Urlacher

Staff intend to begin the 7th and Polk Drainage project immediately. The 6th Street project will start design immediately, with construction to begin when school is dismissed. In addition, the sidewalk work will be bid as an alternate phase in order to stay within the program budget.

**FISCAL IMPACT:**

REVIEWED BY: Gary Lee Chapman  
Finance Director

7th and Polk Drainage: \$342,316

6th Street Estimate:  
Roadway: \$368,471  
Sidewalk: \$217,949  
TOTAL: \$568,420

**ATTACHMENTS:**

Resolution 2016-106  
Polk Street Project Aerial and proposed section  
6th Street Aerial

**RECOMMENDATION:**

\_\_\_\_\_  
Department Head

James R. Williams  
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON  
LEA COUNTY, NEW MEXICO**

**RESOLUTION 2016-106**

**A RESOLUTION APPROVING 2016 – 2017 RESIDENTIAL ROAD IMPROVEMENT PROJECTS**

**WHEREAS**, the City has completed a comprehensive assessment of all municipal roadways; and

**WHEREAS**, the assessment includes cost estimates for repair or replacement of roads and the construction of sidewalks and ramps to meet ADA requirements; and

**WHEREAS**, the City has budgeted funds from the Special Gas Tax received to make residential road improvements in Fiscal Year 2016 – 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the Lovington City Commission that staff are directed to begin work on the following residential road projects in the following order utilizing the budgeted Special Gas Tax Funds for Fiscal Year 2016 – 2017:

1. 7<sup>th</sup> and Polk Drainage Project: Project begins at 8<sup>th</sup> and West Polk and terminates at 6<sup>th</sup> and West Polk.
2. 6<sup>th</sup> Street Reconstruction: Project begins at 6<sup>th</sup> and West Avenue K and Terminates at 6<sup>th</sup> and Brian Urlacher. Sidewalk improvements will be bid as an alternate phase.

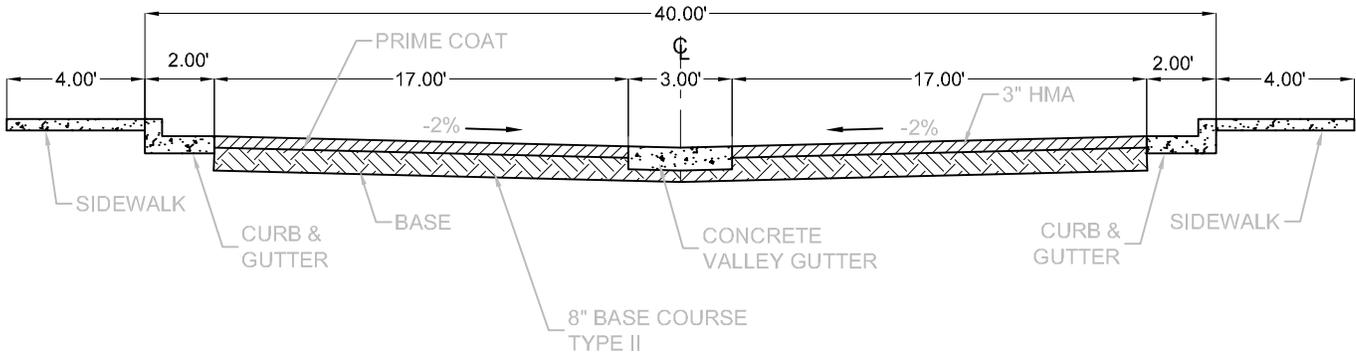
DONE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016 at

City of Lovington  
New Mexico

\_\_\_\_\_  
Paul Campos, Mayor

ATTEST:

\_\_\_\_\_  
Carol Ann Hogue, City Clerk



## Proposed Typical Section

7th and Polk

City of Lovington



ENGINEERING | SURVEYING | TESTING  
DEFINING QUALITY SINCE 1965

100 E. Navajo Drive Suite 100 Hobbs New Mexico 88240  
T 575 393 9827 F 575 393 1543  
Pettigrew.us

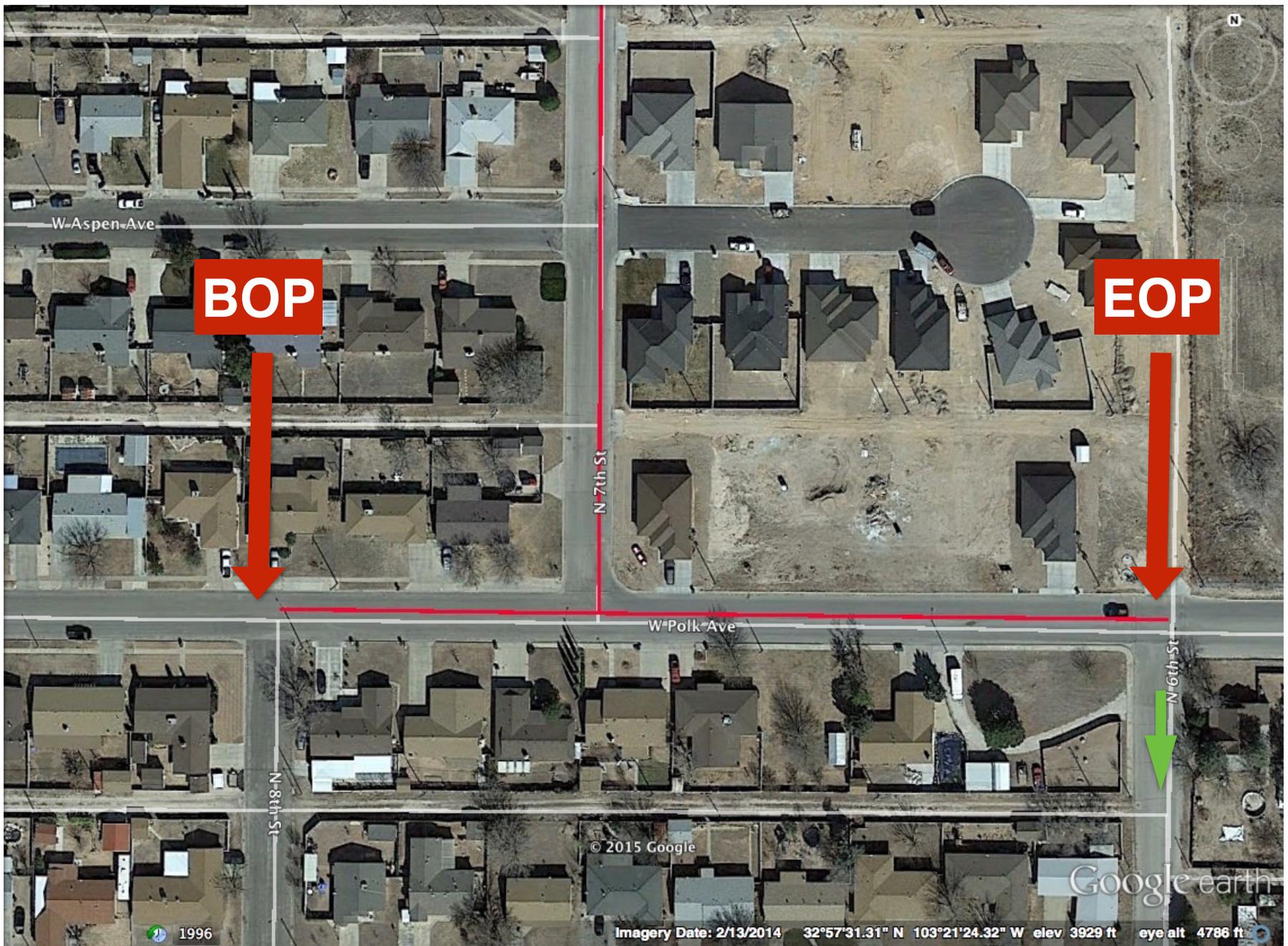
### REVISIONS

No.	DATE	DESCRIPTION

PROJECT ENGINEER: Debra Hicks PE  
PROJECT DESIGNER: David Roybal  
DRAWN BY: Daneria Trevizo

PROJECT NUMBER:  
2015.1294

SHEET  
C-001



## Project Map



# South 6th Reconstruction

- 0.48 miles of residential road
- Avenue K to Brian Urlacher
- Average PCI: 70.4
- Estimated Cost:

Street: \$315,472

Sidewalk: \$186,600

**TOTAL: \$586,420**



CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 14, 2016

RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Resolution 2016-107: Washington Engineering Agreement  
DEPARTMENT: Executive  
SUBMITTED BY: James R. Williams, City Manager  
DATE SUBMITTED: November 8, 2016

**STAFF SUMMARY:**

Resolution 2016-107 will authorize the Mayor to execute the engineering services agreement for the Washington Streetscape Project. This project is being funded through a Capital Outlay Grant and a Transportation Alternative Grant (TAP).

**FISCAL IMPACT:**

REVIEWED BY: Gary Lee Chapman  
Finance Director

Revenue: Capital Outlay: \$20,000  
TAP: \$58,954  
Local Fund: \$11,853  
TOTAL FUNDING: \$90,807

Expenditure: \$90,807

**ATTACHMENTS:**

Resolution 2016-107  
Agreement

**RECOMMENDATION:**

Motion to approve Resolution 2016-107

\_\_\_\_\_  
Department Head

James R. Williams  
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON  
LEA COUNTY, NEW MEXICO**

**RESOLUTION 2016-107**

**A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT FOR THE  
WASHINGTON PROJECT**

**WHEREAS**, the City received competitive proposals for engineering and design services for the Washington Avenue Project between Main Street and Love Street; and

**WHEREAS**, the services will be utilized for the planning and design of streetscape, ADA, pedestrian, and bicycle facilities in the project boundaries; and

**WHEREAS**, the City awarded the project to Pettigrew & Associates.

**NOW, THEREFORE, BE IT RESOLVED** by the Lovington City Commission that the Mayor is authorized to execute an Engineering Services Agreement, attached hereto for reference, with Pettigrew & Associates for the Washington Avenue Project.

DONE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016 at

City of Lovington  
New Mexico

---

Paul Campos, Mayor

ATTEST:

---

Carol Ann Hogue, City Clerk

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

THIS Agreement, made this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_ by and between City of Lovington hereinafter referred to as the OWNER, and Pettigrew and Associates, P.A. hereinafter referred to as the ENGINEER. **Contract becomes effective on the date of the last signature.**

The OWNER intends to construct a Project consisting of pedestrian and bicycle facilities, ADA and streetscape improvements on Washington Avenue between Main Avenue and Love Street that conform to the historic designation of the downtown area

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

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Engineering Services during the Construction Phase
- Attachment IV - Operational Services scope of work, cost proposal and compensation for  
Engineering Services during the Operation Phase

## **SECTION A – GENERAL PROVISIONS**

### **1. General**

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

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

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

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

(c) The ENGINEER will work closely with the Funding Agency, as necessary, for funding to be provided.

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

### **2. Approvals**

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

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their

responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5. Changes**

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

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

## **6. Termination of Contract**

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

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

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

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

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

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

(g) 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 ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

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

**7. Payment**

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

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

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

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. The OWNER is solely responsible for the payment of any interest incurred due to late payments. The FUNDING AGENCY will not reimburse for any interest incurred. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

**8. Time**

(a) PROGRESS AND COMPLETION

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the Contract Time(s) is (are) reasonable periods for performing each phase of the Work.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.
4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the OWNER, changes in the Work as directed by the OWNER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by OWNER per Section 5 of this Agreement. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract

amount for overhead or for any other reason and shall strictly apply toward liquidated damages.

5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

**9. Project Design**

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

**10. Audits and Access to Records**

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the

financial information and data used by the ENGINEER in the preparation of support of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, OWNER, and the State water pollution control agency or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

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

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

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

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

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

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

## **11. Subcontracts**

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER and the FUNDING AGENCY must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

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

## **12. Insurance**

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

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

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

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

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

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

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

(f) OWNER acknowledges that Engineer is performing professional services for OWNER and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive

Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

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

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

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

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

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

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

#### **17. Gratuities**

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

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

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

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

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

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

**20. Remedies**

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

**21. Assurance Against Debarment**

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or USDA-RD.

**SECTION B – ENGINEERING SERVICES**

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

**Engineering Services During the Planning Phase**

1. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT I – Planning Services scope of work and cost proposal within the time specified in Attachment I – Compensation for Engineering Services During the Planning Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER’s services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

**Engineering Services During the Design Phase**

2. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT II – Design Services scope of work and cost proposal and section B-2 through B-10 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

3. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.
4. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
5. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or further the OWNER's goals.
6. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize Funding Agency endorsed construction contract documents, as appropriate.
7. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).
8. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.
9. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
10. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to

the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.

11. Section B-2 through B-10 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

### **Engineering Services During the Construction Phase**

12. ENGINEER shall complete the ENGINEER SERVICES described in ATTACHMENT III – Construction Services scope of work and cost proposal and section B-12 through B-23 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
13. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders, check references, and make recommendations for awarding the contract(s) for construction to the lowest responsible, responsive bidder.
14. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, the number specified in Attachment III of the sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. The ENGINEER shall provide additional copies of such contract documents to the OWNER at the cost of reproduction.
15. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.
16. The ENGINEER shall interpret the general intent of the design drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors.
17. The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming to the general design concept. Engineer shall, in connection with observations of Contractor's Work while it is in progress make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep OWNER informed of the progress of the Work.
18. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike

manner; nor shall it make the ENGINEER an insurer of the contractor's performance. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

19. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.
20. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER, the Funding Agency and others as required. The ENGINEER shall make an independent assessment of the Contractor's cost and time proposal and the impacts on the Contract Price and Contract Time as part of the review and recommendation process for each change order.
21. The ENGINEER shall make a site visit prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER, the Funding Agency and others as required.
22. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER, the Funding Agency and others as required.
23. The ENGINEER shall provide the OWNER with record drawings as specified in the scope of work for Attachment III. Such drawings will be based upon the Resident Project Representative's construction data and the construction records provided by the contractor during construction and reviewed by the Resident Project Representative.
24. Section B-12 through B-23 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

#### **Engineering Services During the Operation Phase**

25. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT IV – Operational Services scope of work and cost proposal and section B-25 through B-29 within the time specified in Attachment IV – Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
26. The ENGINEER shall review the first year's operation of the Project and revise the operation and maintenance manual for the Project as necessary to accommodate actual operating experience.
27. The ENGINEER shall provide to the OWNER monthly operation reports on the performance of the Project.
28. The ENGINEER shall train operating personnel and prepare curricula and training material for operating personnel.
29. Eleven (11) months after the initiation of the Project operation, the ENGINEER shall

advise the OWNER in writing whether the Project meets the project performance standards.

30. Section B-25 through B-29 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

## **SECTION C – ADDITIONAL ENGINEERING SERVICES**

ADDITIONAL ENGINEERING SERVICES as detailed in the Attachments shall be provided by the ENGINEER upon written authorization by the OWNER and concurrence of Funding Agency. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I, Attachment II, Attachment III, or Attachment IV. ADDITIONAL ENGINEERING SERVICES could include such things as the following.

1. Provide Resident Project Observation. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.
2. Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.
3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.
5. Appear before courts or boards on matters of litigation related to the project.
6. Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.
7. Prepare an operation and maintenance manual.
8. Provide construction-staking services.
9. Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
10. Provide services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements

including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Attachment I.

12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.

13. Provide services in connection with Work Change Directives and Change Orders to reflect OWNER-requested changes to the Drawings and Specifications.

14. Provide services in making revisions to Drawings and Specifications occasioned by the OWNER's acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.

15. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

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

(Describe, attach or indicate “None”)

None.

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the engineer will only be able to submit one invoice at the end of the project upon approval of the planning document.

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

ATTEST: \_\_\_\_\_  
Type Name Carol Ann Hogue  
Title City Clerk  
Date \_\_\_\_\_

OWNER: City of Lovington  
By \_\_\_\_\_  
Type Name James R. Williams  
Title City Manager  
Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

ENGINEER: Petragrew's Associates, P.A.  
By Debra P. Hicks  
Type Name Debra P. Hicks  
Title President CEO  
Address 100 E. Navajo Suite 100  
Debbs, NM 88240  
Date November 4, 2016

REVIEWED: FUNDING AGENCY  
NAME: \_\_\_\_\_  
By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

## ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by and between the City of Lovington, the OWNER, and Pettigrew & Associates, P.A., the ENGINEER, the OWNER and ENGINEER agree this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

**ATTACHMENT I** – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

**ATTACHMENT II** – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

**ATTACHMENT III** - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

**ATTACHMENT IV** - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

**LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$84,668.73, excluding gross receipt tax and reimbursables.

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

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

**LUMP SUM** method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed \$\_\_\_\_, excluding gross receipt tax and reimbursables.

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

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5. Contract Time under Section B. and for the purpose of Section A.8 shall be 353 calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached

project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$500,000 for injury to any one person and \$500,000 on account of any one accident and in the amount of not less than \$2,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 0 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: 20 complete

The rest of the page is intentionally left blank

9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST: \_\_\_\_\_  
Type Name Carol Ann Hogue  
Title City Clerk  
Date \_\_\_\_\_

OWNER: City of Lovington  
By \_\_\_\_\_  
Type Name James R. Williams  
Title City Manager  
Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

ENGINEER: Pettigrew & Associates, P.A.  
By William P. Hicks  
Type Name Debra P. Hicks  
Title President of CED  
Address 100 E. Navajo, Suite 100  
Hobbs, NM 88240  
Date November 4, 2010

REVIEWED: FUNDING AGENCY  
NAME: \_\_\_\_\_  
By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

**Attachment I**  
**Agreement for Engineering Services**

**Planning Services scope of work, cost proposal and compensation for Engineering Services during the  
Planning Phase**

A. Scope

Environmental process per TLPA Handbook, topographic survey, right-of-way mapping, preliminary engineer report.

B. Cost Proposal – Does not include NMGR:

1. Topographic survey: \$3,508.00
2. Right-of-way mapping: \$2,704.00
3. Preliminary engineering report: \$5,816.00

TOTAL: \$12,028.00

See “Attachment V” for detail

C. Schedule of time to complete work

71 days from execution of contract, see example schedule in Attachment VI

**Attachment II**  
**Agreement for Engineering Services**

**Design Services scope of work, cost proposal and compensation for Engineering Services during the  
Design Phase**

A. Scope

Preliminary design, final design, landscape design, electrical design, and bid negotiation as outlined in Attachment V.

B. Cost Proposal – Does not include NMGRT:

1. Preliminary design: \$4,982.00
2. Final design: \$17,644.00
3. Landscape design: \$32,307.00
4. Electrical design: \$7,171.73
5. Bid negotiation: \$5,244.00

TOTAL: \$67,348.73

C. Schedule of time to complete work

282 days from completion of services in Attachment I, see example schedule in Attachment VI

## **Attachment III**

### **Agreement for Engineering Services**

#### **Construction Services scope of work, cost proposal and compensation for Engineering Services during the Construction Phase**

##### **A. Scope**

Provide construction management services during the construction to include periodic construction observation, review and approve contractor material and procedure submittals, respond to questions from owner, contractor, and relevant third parties as related to construction.

Prepare final project documents.

##### **B. Cost Proposal – Does not include NMGRT:**

1. Construction Administration: \$5,292.00

##### **C. Schedule of time to complete work**

To be determined based on bids received for construction services.

ATTACHMENT V

Washington - Lovington, NM Civil Proposal Prepared by Pettigrew & Associates, P.A.									
Description/Personnel	Principal	Sr. PE/PS	PM	EI III	EI I	T IV	2 Man	Hrs	Total/Task
<b>Environmental Process (per TLPA Handbook)</b>	Cost and Scope to be determined after Environmental Level of Effort determination has been made by NMDOT								
<b>Topographic Survey</b>									
Field topo (60'x 350' = .5acres ±)			1				7	8	\$1,272.00
Travel							1.5	1.5	\$240.00
Drafting	0.5		1			8		9.5	\$1,126.00
Submittal	0.5		0.5			2		3	\$402.00
QA Review		2				1		3	\$468.00
<i>Subtotal</i>								25	\$3,508.00
<b>ROW Mapping (fee assumes no ROW acquisition)</b>									
Title Research		0.5	0.5			3		4	\$490.00
Locate/Calc Corners		0.5	0.5			1	1	3	\$434.00
Travel							1	1	\$160.00
Drafting		0.5	0.5			3		4	\$490.00
Submittal	0.5		1			2		3.5	\$478.00
QA Review		2	0.5			2		4.5	\$652.00
<i>Subtotal</i>								20	\$2,704.00
<b>Preliminary Engineering Report (PER)</b>									
Gather Information			0.5	3.5				4	\$566.00
Field Review			0.5	4				4.5	\$636.00
Alternative Analysis	1	1	2	4				8	\$1,264.00
Reporting	1		1	4				6	\$932.00
Submittal	1		2	3		3		9	\$1,268.00
QA Review	0.5	2	1	3		1		7.5	\$1,150.00
<i>Subtotal</i>								39	\$5,816.00
<b>Preliminary Design Submittal</b>									
Project Kickoff/Scoping Meeting	1.5		1.5	1.5				4.5	\$768.00
Conceptual Site Design	0.5	0.5	1	6				8	\$1,192.00
Agency Coordination			1	4				5	\$712.00
Conceptual Utility Design	0.5	0.5	1	4				6	\$912.00
Submittal	0.5		1	2				3.5	\$542.00
QA Review		2	0.5	3				5.5	\$856.00
<i>Subtotal</i>								32.5	\$4,982.00
<b>Final Design</b>									
General Sheets	0.25		0.5	3				3.75	\$551.00
Project Specs	1		2	2		6		11	\$1,452.00
Site Plan	0.5		1	4				5.5	\$822.00
Control Plan	0.25		1	3	2			6.25	\$843.00
Grading Plan	1	1	1	6	4			13	\$1,824.00
Utility Plan	1		1	4	2			8	\$1,148.00
Details	0.5		1	4	2			7.5	\$1,038.00
60% Submittal (Local, State, & Federal Review)	2	1.5	3	6	4			16.5	\$2,438.00
90% Submittal (Local, State, & Federal Review)	1.5	1	2	5	2			11.5	\$1,730.00
100% Submittal (Local, State, & Federal Review)	1	0.5	2	5	2			10.5	\$1,530.00
Coordination	1		5	8	2			16	\$2,316.00
QA Review		4	3	4	2			13	\$1,952.00
<i>Subtotal</i>								122.5	\$17,644.00
<b>Bid Negotiation</b>									
Prepare Front End Specs	1		2	4		6		13	\$1,732.00
Agency Review			1.5	1		3		5.5	\$692.00
Internal Review	1	1	1			3		6	\$876.00
Coordinate Bidders List and Bid Advertising			1			4		5	\$584.00
Bid Opening	1		1.5			3		5.5	\$772.00
Contract Award	1		1			2		4	\$588.00
<i>Subtotal</i>								39	\$5,244.00
<b>Construction Administration</b>									
Submittal Review	1		1.5	3		3		8.5	\$1,192.00
OAC Coordination			2.5	4				6.5	\$940.00
RFI Response	1		2	4				7	\$1,084.00
Review Test reports	1		1.5	3				5.5	\$868.00
General Compliance Inspections (3 assumed)			1.5	7				8.5	\$1,208.00
<i>Subtotal</i>								36	\$5,292.00
<b>Landscape Design Fees</b>									
Design Phase Subtotal (30%, 60%, 100%)	Direct Sub Consultant Fee								\$26,370.00
Construction Administration	Direct Sub Consultant Fee								\$3,000.00
Sub-Consultant Contract Administration	10% of Sub-Consultant Fee								\$2,937.00
<i>Subtotal</i>									\$32,307.00
<b>Electrical Design Fees</b>									
Design Phase Subtotal (30%, 60%, 100%)	Direct Sub Consultant Fee								\$4,462.50
Construction Administration	Direct Sub Consultant Fee								\$2,057.25
Sub-Consultant Contract Administration	10% of Sub-Consultant Fee								\$651.98
<i>Subtotal</i>									\$7,171.73
<b>Total Man Hours</b>	25	20.5	58	122	22	56	10.5		
<b>Unit Rate</b>	\$220.00	\$180.00	\$152.00	\$140.00	\$108.00	\$108.00	\$160.00		
<b>Unit Cost</b>	\$5,500.00	\$3,690.00	\$8,816.00	\$17,080.00	\$2,376.00	\$6,048.00	\$1,680.00		
<b>Pettigrew &amp; Associates Subtotal</b>							\$45,190.00		
<b>Sub Consultants Subtotal:</b>							\$39,478.73		
<b>NMGRT (7.25%)</b>							\$6,138.48		
<b>PROJECT GRAND TOTAL:</b>							\$90,807.21	<b>LUMP SUM</b>	

\*\*Subtotal Fees shown are estimated. Total Proposed Fee is Lump Sum\*\*



CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 14, 2016

RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Resolution 2016-108: Multi-Use Trail Engineering Agreement  
DEPARTMENT: Executive  
SUBMITTED BY: James R. Williams, City Manager  
DATE SUBMITTED: November 8, 2016

**STAFF SUMMARY:**

Resolution 2016-108 will authorize the Mayor to execute the engineering services agreement for the Multi-Use Trail Project. This project is being funded through a Federal Rails to Trails Program.

**FISCAL IMPACT:**

REVIEWED BY: Gary Lee Chapman  
Finance Director

Revenue: FFY 2016 Federal Match: \$140,301  
FFY 2016 Local Match: \$23,098  
FFY 2017 Federal Match: \$327,369  
FFY 2017 Local Match: \$55,788  
TOTAL FUNDING: \$547,366

Expenditure: \$127,578

**ATTACHMENTS:**

Resolution 2016-108  
Agreement

**RECOMMENDATION:**

Motion to approve Resolution 2016-108

\_\_\_\_\_  
Department Head

James R. Williams  
City Manager

**RESOLUTION OF THE CITY OF LOVINGTON  
LEA COUNTY, NEW MEXICO**

**RESOLUTION 2016-108**

**A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT FOR THE  
MULTI-USE TRAIL PROJECT**

**WHEREAS**, the City received competitive proposals for engineering and design services for the Multi-Use Trail Project; and

**WHEREAS**, the City awarded the project to Pettigrew & Associates.

**NOW, THEREFORE, BE IT RESOLVED** by the Lovington City Commission that the Mayor is authorized to execute an Engineering Services Agreement, attached hereto for reference, with Pettigrew & Associates for the Multi-Use Trail Project.

DONE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016 at

City of Lovington  
New Mexico

\_\_\_\_\_  
Paul Campos, Mayor

ATTEST:

\_\_\_\_\_  
Carol Ann Hogue, City Clerk

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

THIS Agreement, made this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_ by and between City of Lovington hereinafter referred to as the OWNER, and Pettigrew and Associates, P.A. hereinafter referred to as the ENGINEER. **Contract becomes effective on the date of the last signature.**

The OWNER intends to construct a Project consisting of a multi-use trail and amenities beginning at Chaparral Park and ending at the intersection Central Avenue and Love Street

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

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- Attachment IV - Operational Services scope of work, cost proposal and compensation for  
Engineering Services during the Operation Phase

**SECTION A – GENERAL PROVISIONS**

**1. General**

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

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

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

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

(c) The ENGINEER will work closely with the Funding Agency, as necessary, for funding to be provided.

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

**2. Approvals**

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

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their

responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5. Changes**

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

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

## 6. Termination of Contract

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

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

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

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

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

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

(g) 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 ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

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

**7. Payment**

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

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

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

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. The OWNER is solely responsible for the payment of any interest incurred due to late payments. The FUNDING AGENCY will not reimburse for any interest incurred. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

**8. Time**

(a) PROGRESS AND COMPLETION

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the Contract Time(s) is (are) reasonable periods for performing each phase of the Work.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.
4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the OWNER, changes in the Work as directed by the OWNER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by OWNER per Section 5 of this Agreement. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract

amount for overhead or for any other reason and shall strictly apply toward liquidated damages.

5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

**9. Project Design**

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

**10. Audits and Access to Records**

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the

financial information and data used by the ENGINEER in the preparation of support of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, OWNER, and the State water pollution control agency or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

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

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

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

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

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

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

## **11. Subcontracts**

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER and the FUNDING AGENCY must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

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

## **12. Insurance**

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

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

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

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

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

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

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

(f) OWNER acknowledges that Engineer is performing professional services for OWNER and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive

Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

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

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

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

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

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

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

#### **17. Gratuities**

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

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

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

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

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

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

**20. Remedies**

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

**21. Assurance Against Debarment**

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or USDA-RD.

**SECTION B – ENGINEERING SERVICES**

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

**Engineering Services During the Planning Phase**

1. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT I – Planning Services scope of work and cost proposal within the time specified in Attachment I – Compensation for Engineering Services During the Planning Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER’s services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

**Engineering Services During the Design Phase**

2. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT II – Design Services scope of work and cost proposal and section B-2 through B-10 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

3. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.
4. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
5. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or further the OWNER's goals.
6. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize Funding Agency endorsed construction contract documents, as appropriate.
7. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).
8. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.
9. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
10. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to

the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.

11. Section B-2 through B-10 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

### **Engineering Services During the Construction Phase**

12. ENGINEER shall complete the ENGINEER SERVICES described in ATTACHMENT III – Construction Services scope of work and cost proposal and section B-12 through B-23 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
13. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders, check references, and make recommendations for awarding the contract(s) for construction to the lowest responsible, responsive bidder.
14. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, the number specified in Attachment III of the sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. The ENGINEER shall provide additional copies of such contract documents to the OWNER at the cost of reproduction.
15. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.
16. The ENGINEER shall interpret the general intent of the design drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors.
17. The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming to the general design concept. Engineer shall, in connection with observations of Contractor's Work while it is in progress make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep OWNER informed of the progress of the Work.
18. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike

manner; nor shall it make the ENGINEER an insurer of the contractor's performance. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

19. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.
20. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER, the Funding Agency and others as required. The ENGINEER shall make an independent assessment of the Contractor's cost and time proposal and the impacts on the Contract Price and Contract Time as part of the review and recommendation process for each change order.
21. The ENGINEER shall make a site visit prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER, the Funding Agency and others as required.
22. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER, the Funding Agency and others as required.
23. The ENGINEER shall provide the OWNER with record drawings as specified in the scope of work for Attachment III. Such drawings will be based upon the Resident Project Representative's construction data and the construction records provided by the contractor during construction and reviewed by the Resident Project Representative.
24. Section B-12 through B-23 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

#### **Engineering Services During the Operation Phase**

25. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT IV – Operational Services scope of work and cost proposal and section B-25 through B-29 within the time specified in Attachment IV – Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
26. The ENGINEER shall review the first year's operation of the Project and revise the operation and maintenance manual for the Project as necessary to accommodate actual operating experience.
27. The ENGINEER shall provide to the OWNER monthly operation reports on the performance of the Project.
28. The ENGINEER shall train operating personnel and prepare curricula and training material for operating personnel.
29. Eleven (11) months after the initiation of the Project operation, the ENGINEER shall

advise the OWNER in writing whether the Project meets the project performance standards.

30. Section B-25 through B-29 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

## **SECTION C – ADDITIONAL ENGINEERING SERVICES**

ADDITIONAL ENGINEERING SERVICES as detailed in the Attachments shall be provided by the ENGINEER upon written authorization by the OWNER and concurrence of Funding Agency. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I, Attachment II, Attachment III, or Attachment IV. ADDITIONAL ENGINEERING SERVICES could include such things as the following.

1. Provide Resident Project Observation. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.
2. Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.
3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.
5. Appear before courts or boards on matters of litigation related to the project.
6. Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.
7. Prepare an operation and maintenance manual.
8. Provide construction-staking services.
9. Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
10. Provide services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements

including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Attachment I.

12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.

13. Provide services in connection with Work Change Directives and Change Orders to reflect OWNER-requested changes to the Drawings and Specifications.

14. Provide services in making revisions to Drawings and Specifications occasioned by the OWNER's acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.

15. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

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

(Describe, attach or indicate “None”)

None.

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the engineer will only be able to submit one invoice at the end of the project upon approval of the planning document.

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

ATTEST: \_\_\_\_\_  
Type Name Carol Ann Hogue  
Title City Clerk  
Date \_\_\_\_\_

OWNER: City of Lovington  
By \_\_\_\_\_  
Type Name James R. Williams  
Title City Manager  
Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

ENGINEER: Petragrew 3, Associates, P.A.  
By Debra P. Hicks  
Type Name Debra P. Hicks  
Title President/CEO  
Address 100 E. Navajo Suite 100  
Hebbs NM 88240  
Date November 4, 2016

REVIEWED: FUNDING AGENCY  
NAME: \_\_\_\_\_  
By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

## ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by and between the City of Lovington, the OWNER, and Pettigrew & Associates, P.A., the ENGINEER, the OWNER and ENGINEER agree this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

**ATTACHMENT I** – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

**ATTACHMENT II** – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

**ATTACHMENT III** - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

**ATTACHMENT IV** - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

**LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$118,953.47, excluding gross receipt tax and reimbursables.

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

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

**LUMP SUM** method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed \$ \_\_\_\_, excluding gross receipt tax and reimbursables.

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

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5. Contract Time under Section B. and for the purpose of Section A.8 shall be 346 calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached

project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$500,000 for injury to any one person and \$500,000 on account of any one accident and in the amount of not less than \$2,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 0 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: *No Complete*

The rest of the page is intentionally left blank

9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST: \_\_\_\_\_  
Type Name Carol Ann Hogue  
Title City Clerk  
Date \_\_\_\_\_

OWNER: City of Lovington  
By \_\_\_\_\_  
Type Name James R. Williams  
Title City Manager  
Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

ENGINEER: Pettigrew & Associates, P.A.  
By Debra P. Hicks  
Type Name Debra P. Hicks  
Title President & CEO  
Address 100 E. Navajo, Suite 100  
Hobbs, NM 88240  
Date November 4, 2016

REVIEWED: FUNDING AGENCY  
NAME: \_\_\_\_\_  
By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

**Attachment I**  
**Agreement for Engineering Services**

**Planning Services scope of work, cost proposal and compensation for Engineering Services during the  
Planning Phase**

A. Scope

Environmental process per TLPA Handbook, topographic survey, right-of-way mapping, preliminary engineer report, and geotechnical investigation.

B. Cost Proposal – Does not include NMGRT:

1. Topographic survey: \$7,403.00
2. Right-of-way mapping: \$5,500.00
3. Preliminary engineering report: \$9,222.00
4. Geotechnical investigation: \$5,782.00

TOTAL: \$27,907.00

See “Attachment V” for detail

C. Schedule of time to complete work

132 days from execution of contract, see example schedule in Attachment VI

**Attachment II**  
**Agreement for Engineering Services**

**Design Services scope of work, cost proposal and compensation for Engineering Services during the  
Design Phase**

A. Scope

Civil site design, landscape design, electrical design, and bid negotiation as outlined in Attachment V.

B. Cost Proposal – Does not include NMGR:

1. Civil site design: \$28,572.00
2. Landscape design: \$48,801.50
3. Electrical design: \$3,516.98
4. Bid negotiation: \$5,016.00

TOTAL: \$85,906.48

C. Schedule of time to complete work

214 days from completion of services in Attachment I, see example schedule in Attachment VI

## **Attachment III**

### **Agreement for Engineering Services**

#### **Construction Services scope of work, cost proposal and compensation for Engineering Services during the Construction Phase**

##### **A. Scope**

Provide construction management services during the construction to include periodic construction observation, review and approve contractor material and procedure submittals, respond to questions from owner, contractor, and relevant third parties as related to construction.

Prepare final project documents.

##### **B. Cost Proposal – Does not include NMGRT:**

1. Construction Administration: \$5,140.00

##### **C. Schedule of time to complete work**

To be determined based on bids received for construction services.

**ATTACHMENT V**

2016 Multi Use Trail - Lovington, NM									
Civil Proposal									
Prepared by Pettigrew & Associates, P.A.									
Description/Personnel	Principal	Sr. PE/PS	PM	EI III	EI I	T IV	Survey Crew	Hrs	Total/Task
<b>Environmental Process (per TLPA Handbook)</b>	Cost and Scope to be determined after Environmental Level of Effort determination has been made by NMDOT								
<b>Topographic Survey</b>									
Field topo (45'x .92miles = 5acres ±)	0.25		2				16	18.25	\$2,919.00
Travel							2	2	\$320.00
Drafting	0.5		2			18		20.5	\$2,358.00
Submittal	0.5		1			3		4.5	\$586.00
QA Review	0.5	2.5	1.5			4		8.5	\$1,220.00
<i>Subtotal</i>								<i>53.75</i>	<i>\$7,403.00</i>
<b>ROW Mapping</b>									
Title Research	0.5		1.5			6		8	\$986.00
Locate/Calc Corners	1	1	2			2	2	8	\$1,240.00
Travel						1	1	2	\$268.00
Drafting	1	1	2			6		10	\$1,352.00
Submittal	0.5	0.5	1			3		5	\$676.00
QA Review	0.5	2	0.5			4		7	\$978.00
<i>Subtotal</i>								<i>40</i>	<i>\$5,500.00</i>
<b>Preliminary Engineering Report (PER)</b>									
Gather Information			1.5	4	2			7.5	\$1,004.00
Field Review			1	5				6	\$852.00
Alternative Analysis	1.5	1.5	2	6	2			13	\$1,960.00
Reporting	2		2	8	2			14	\$2,080.00
Submittal	2		2	3		4		11	\$1,596.00
QA Review	0.5	3	2	4		2		11.5	\$1,730.00
<i>Subtotal</i>								<i>63</i>	<i>\$9,222.00</i>
<b>Geotechnical Investigation</b>									
Drill and Sample Boreholes (5-5' holes)	0.25		1	8	12			21.25	\$2,623.00
Lab Testing	0.25		1.5		6			7.75	\$931.00
Data Processing			3		4			7	\$888.00
Reporting	1		3					4	\$676.00
Submittal			1					1	\$152.00
QA Review		2	1					3	\$512.00
<i>Subtotal</i>								<i>44</i>	<i>\$5,782.00</i>
<b>Civil Site Design</b>									
Project Kickoff/Scoping Meeting	2		2	2				6	\$1,024.00
General Sheets	0.25		1	2.5				3.75	\$557.00
Project Specs	1	0.5	1	3	6			11.5	\$1,530.00
Site Plan	0.25		1	8	6			15.25	\$1,975.00
Control Plan	0.25		0.5	6				6.75	\$971.00
Grading Plan	0.5	1	1.5	30	4			37	\$5,150.00
Utility Plan	0.25		0.5	6	3			9.75	\$1,295.00
Details	2	3	3	8	4	4		24	\$3,420.00
30% Submittal	2	1	3	8	4	4		18	\$2,628.00
60% Submittal	1.5	0.5	2	8	2			14	\$2,060.00
90% Submittal	1	0.5	2	4	4			11.5	\$1,606.00
100% Submittal	1	0.5	1.5	4	4			11	\$1,530.00
Coordination	2		6	6				14	\$2,192.00
Travel (Field Review x 2)				8				8	\$1,120.00
QA Review	0.5	3	1.5	3	2			10	\$1,514.00
<i>Subtotal</i>								<i>200.5</i>	<i>\$28,572.00</i>
<b>Bid Negotiation</b>									
Prepare Front End Specs	0.25		1		6			7.25	\$855.00
Agency Review	0.25		1.5		4			5.75	\$715.00
Internal Review	0.5		1.5		3			5	\$662.00
Coordinate Bidders List and Bid Advertising	0.5		2		4			6.5	\$846.00
Bid Opening	2		1		4			7	\$1,024.00
Contract Award	1.5		1		4			6.5	\$914.00
<i>Subtotal</i>								<i>38</i>	<i>\$5,016.00</i>
<b>Construction Administration</b>									
Submittal Review	1.5		1	5				7.5	\$1,182.00
OAC Coordination	0.25		2	3				5.25	\$779.00
RFI Response	0.75		1	5	4			10.75	\$1,449.00
Review Test reports	0.5		1	3				4.5	\$682.00
General Compliance Inspections (3 assumed)			0.5		9			9.5	\$1,048.00
<i>Subtotal</i>								<i>37.5</i>	<i>\$5,140.00</i>
<b>Landscape Design Fees</b>									
Design Phase Subtotal (30%, 60%, 100%)									\$39,115.00
Construction Administration									\$5,250.00
Sub-Consultant Contract Administration									\$4,436.50
<i>Subtotal</i>									<i>\$48,801.50</i>
<b>Electrical Design Fees</b>									
Design Phase Subtotal (30%, 60%, 100%)									\$2,588.25
Construction Administration									\$609.00
Sub-Consultant Contract Administration									\$319.73
<i>Subtotal</i>									<i>\$3,516.98</i>
<b>Total Man Hours</b>	35.25	23.5	74.5	160.5	105	57	21	<b>476.75</b>	
<b>Unit Rate</b>	\$220.00	\$180.00	\$152.00	\$140.00	\$108.00	\$108.00	\$160.00		
<b>Unit Cost</b>	\$7,755.00	\$4,230.00	\$11,324.00	\$22,470.00	\$11,340.00	\$6,156.00	\$3,360.00		
<b>Pettigrew &amp; Associates Subtotal</b>									<b>\$66,635.00</b>
<b>Sub Consultants Subtotal:</b>									<b>\$52,318.48</b>
<b>NMGR (7.25%)</b>									<b>\$8,624.13</b>
<b>PROJECT GRAND TOTAL:</b>									<b>\$127,577.60 LUMP SUM</b>

\*\*Subtotal Fees shown are estimated. Total Proposed Fee is Lump Sum\*\*

# ATTACHMENT VI

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1		Notice to Proceed	2 days	Wed 10/19/16	Thu 10/20/16																			
2		Kickoff Meeting	1 day	Fri 10/21/16	Fri 10/21/16	1																		
3		Topographic Survey	21 days	Fri 10/21/16	Fri 11/18/16	1																		
4		ROW Mapping	25 days	Mon 11/21/16	Fri 12/23/16	3																		
5		Preliminary Engineering Report	25 days	Mon 12/26/16	Fri 1/27/17	1,3,4																		
6		Preliminary Civil Design (30%)	22 days	Mon 1/30/17	Tue 2/28/17	5,4																		
7		Preliminary Landscape Design (30%)	22 days	Wed 2/8/17	Thu 3/9/17	6SS+7 days																		
8		30% Owner/Agency Review	22 days	Fri 3/10/17	Mon 4/10/17	7																		
9		60% Civil Design	20 days	Tue 4/11/17	Mon 5/8/17	8																		
10		60% Landscape Design	20 days	Thu 4/20/17	Wed 5/17/17	9SS+7 days																		
11		60% Owner/Agency Review	21 days	Thu 5/18/17	Thu 6/15/17	10																		
12		100% Civil Design	18 days	Fri 6/16/17	Tue 7/11/17	11																		
13		100% Landscape Design	18 days	Tue 6/27/17	Thu 7/20/17	12SS+7 days																		
14		100% Owner/Agency Review	23 days	Fri 7/21/17	Tue 8/22/17	13																		
15		Bid Negotiation	23 days	Wed 8/23/17	Fri 9/22/17	14																		
16		Design Service Atreement Termination	1 day	Sat 9/30/17	Sat 9/30/17																			

Project: MUT 2016 Project Sche  
Date: Fri 10/7/16

Task		Inactive Task		Manual Summary Rollup		External Milestone
Split		Inactive Milestone		Manual Summary		Deadline
Milestone		Inactive Summary		Start-only		Progress
Summary		Manual Task		Finish-only		Manual Progress
Project Summary		Duration-only		External Tasks		

CITY OF LOVINGTON  
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 14, 2016

RESOLUTION  ORDINANCE  PROCLAMATION  INFORMATION  OTHER ACTION

SUBJECT: Accounts Payable  
DEPARTMENT: Finance  
SUBMITTED BY: Gary Lee Chapman, Finance Director  
DATE SUBMITTED: November 11, 2016

**STAFF SUMMARY:**

The Finance Department has prepared the accounts payable for Commission review and approval.

**FISCAL IMPACT:**

REVIEWED BY: Gary Lee Chapman  
Finance Director

See accounts payable detail.

**ATTACHMENTS:**

Accounts Payable Detail

**RECOMMENDATION:**

Motion to approve accounts payable.

Gary Lee Chapman  
Department Head

James R. Williams  
City Manager

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeting - General  
From 11/1/2016 Through 11/30/2016

Vendor Name	Dept Code	Current Balance
3 M Cogent		8.30
ACTS Training		375.00
Advanced Lock Service		98.86
Albuquerque Publishing Co.		336.00
Alsco		473.57
Amazon		41.85
America Supply, LLC		434.59
American Library Sales		491.90
American Medical Group, Inc		304.42
Art's D.O.T & Safety Lovington		209.14
Atco International		1,338.75
Benchmark		90.65
Blaine Industrial Supply		602.20
Bob's Thriftway		632.89
Border States Electric Supply		14.28
Bound Tree Medical, LLC		3,045.26
Brandon Dew		1,296.00
Breen Glass Service		50.00
Bruce's Pest Control		963.50
BSN Sports		1,766.53
C & S Motor Parts Co.		213.62
Cardinal Laboratories		998.69
Center Point Large Print		41.34
Certified Laboratories		666.11
City Directories		230.00
Cole-Parmer Instrument Co.		990.85
Cowboys Corner		31.95
Culligan Water Conditioning		24.50
CW Associates Consulting LLC		96.30

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeting - General  
From 11/1/2016 Through 11/30/2016

Dana Kepner Co.	288,095.60
Ditch Witch Sales & Service	348.20
DPC Industries Inc.	1,105.98
E & B Electrical Services	697.13
Eagle Towing & Recovery	107.25
Farmer Brothers Company	208.76
Forrest Tire Co.	393.43
Gale/Cengage Learning	491.79
Galls/Quartermaster	276.52
Garage Doors Unlimited, LLC	11,583.00
Gary's Heating & Air Condition	96.53
Gebo Credit Corporation	501.52
Gempler's, Inc	96.40
General Welding Supply	259.65
Gov. Finance officers Assoc	190.00
H & K Pest Control Co.	117.98
Haarmeyer Electric	4,170.22
Heidel, Samberson, Newell ,Cox	7,746.81
Higginbotham-Bartlett Co.	3,961.70
High Plains Refrigeration, Inc	128.18
Hobbs News-Sun	65.82
Hospital Services Corporation	152.57
Jim Trujillo	643.50
Justice Towing and Recovery	124.41
Kaufman's West LLC	772.20
Keith Morwood Enterprises, Inc	180.00
Kleen-Tech Services Corp.	5,489.76
Klein Automation & Electric	878.40
Lea County Board of Commission	4,453.70
Lea County Collision Center	296.38

City of Lovington (New)  
Summary A/P Ledger - A/P Summary CCMeting - General  
From 11/1/2016 Through 11/30/2016

LightHouse BIS, LLC	275.00
Lovington Auto Supply	849.16
Lovington Economic Development	37,500.00
Lovington Leader	619.54
Lovington Tire Service, Inc.	45.58
Lovington Veterinary	75.00
Lowe's	556.90
Lyle Signs	730.16
MailFinance	2,031.00
Master Plumbers	660.93
MCT Industries, Inc.	16,720.23
MicroMarketing LLC	925.48
New Mexico 811	596.15
NM EMS Bureau	130.00
Noalmark Broadcasting Corp.	320.44
OCLC, Inc.	220.86
Odessa Pumps & Equipment	3,611.00
P & D Petroleum, Inc	12,209.80
Phoenix Enterprises, Inc	1,467.28
Polydyne Inc.	1,008.00
Pro-Treat Power Equipment	142.59
Professional Communications	2,179.16
Red Bud Supply, Inc	110.38
Reid Insurance Group, Inc.	70.00
Roberts Oil & Lube	130.00
Sebco Books	183.16
Share Corporation	390.62
SHOPKO Hometown	1,514.83
Solid Waste Authority	1,670.76
Southwest Polygraph	267.03

City of Lovington (New)  
 Summary A/P Ledger - A/P Summary CCMeting - General  
 From 11/1/2016 Through 11/30/2016

SPTargets	28,915.50
St Paul Stamp Works, Inc	372.33
Stanley Convergent Security	656.91
Staples Advantage	1,576.26
Star Welding Service	23.17
Stericycle, Inc.	1,579.58
Strong Electric	1,277.43
Sunbird Home Resort Products	673.16
SYSCO West Texas, Inc.	1,235.27
TDS	6.71
The Rock Center	714.00
Tom's Plumbing	402.19
TransUnion Risk and Alternativ	35.00
Tyler Technologies	65.70
U S Food Service	739.89
Unifirst Corp.	901.58
USA Bluebook	1,315.29
USA Today	294.35
Valentine Auto Service	2,808.65
Viewu	318.00
Watermaster Irrigation Supply	247.26
Xerox Business Services LLC	26.24
XEROX Corporation	29.81
Zia Consulting, Inc.	<u>535.00</u>

Report Balance	<u><u>481,460.76</u></u>
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Amaday Duran	Police- Remib	19.29
	Autozone	
	Extravision Bulb	
	For unit 9	

City of Lovington (New)  
 Summary A/P Ledger - A/P Summary CCMeeting - General  
 From 11/1/2016 Through 11/30/2016

AT&T Mobility	Gen-Cellular Phone 10/16	2,612.50
Chevron USA, Inc.	Gen-Fuel on Credit Card 9/16	103.14
Jeremiah Pillow	Police-Reimb For Training in Rio Rancho	22.36
Johnnie's Floral & Gifts	Fire/Police- Flower Arrangement for N Marquez	240.69
Lea County Electric	Gen/Water- Electric Bill 8/16	43,410.80
Lea County Electric	Police-Utility Electric Evidence Trailer 10/16	116.93
LEACO	Gen-Interenet for Offices For Sept 2016	278.65
LEACO	Vet/Animal Control-Internet Shelter	42.43
LEACO	Vet/Animal Control-Internet for Oct 2016	84.68

City of Lovington (New)  
 Summary A/P Ledger - A/P Summary CCMeeting - General  
 From 11/1/2016 Through 11/30/2016

New Mexico Gas Company	Theatre-Gas Bill for Sept 2016	32.65
New Mexico Gas Company	Gen/Water- Utility Gas Bill 10/16	511.11
Norma Vejil	Senior Center- Reimb for 5in Can Do 30-1870r Balance	351.00
Pat Wise	Finance-Reimb for portrait frame at Troy Harris	204.01
Phillips 66 Co.	Gen-Credit Card Fuel 10/16	259.34
Pro Vision Video Systems	Police-Base kit w/no camera	676.44
Shell Oil Co.	Gen-Credit Card 9/16 fuel	111.97
Staples	Police-Stpls Stan binder Academy	15.58
Symbol Arts	Fire-Badge	320.00
Symbol Arts	Police-Badge B27	85.00
SYSCO West Texas, Inc.	Senior Center- Food Supplies	901.71
Tyler Technologies	Gen-Imple of incode	(4,439.03)

City of Lovington (New)  
 Summary A/P Ledger - A/P Summary CCMeting - General  
 From 11/1/2016 Through 11/30/2016

Tyler Technologies	Gen-Implementation of incode	18,607.13
Tyler Technologies	Gen-Implementation of incode	1,814.67
U S Food Service	Senior Center-Food Supplies	487.47
U S Food Service	Senior Food-Food Supplies	280.37
Unifirst Corp.	cemetery-uniform service	30.75
Unifirst Corp.	Parks-Uniform Rental	32.31
Unifirst Corp.	Public Adm-Uniform Wash/Rental	8.78
Unifirst Corp.	Solid Waste-uniform Rental	11.49
Unifirst Corp.	Solid Wate-Uniform Rental	11.49
Unifirst Corp.	Streets-Street Dep uniforms	25.44
Unifirst Corp.	Streets-Uniform Rental	26.56
Unifirst Corp.	WasteWater-Uniform Rental	148.12
Unifirst Corp.	Water-uniform Rental	79.20
Unitedhealth Group	Gen-Cobra Notifications	159.50

City of Lovington (New)  
 Summary A/P Ledger - A/P Summary CCMeting - General  
 From 11/1/2016 Through 11/30/2016

Valentine Auto Service	senior-repairs on van	662.44
Visa 1229	Visa 1229-9.16 Fuel Paul Campos to Meeting \$30.69/Double Tree Hotel \$8.59	39.28
Visa	VISA 1229 9/16-Vet/Animal Control Brown Mulch for \$6.66 /Door Entry Handlefor \$21.78	28.44
Visa	visa 7326 9/18/16 New Travel	763.59
Visa	Visa 9942 JW 9/16 Fuel for Tahoe	55.26
Visa	Visa 9942 JW 9/16-Blue Lifeproof Case Iphone 6 Danny	49.95
Visa	Visa 9942 JW 9/16-Belt Clip Holster for Iphone 6	23.09

City of Lovington (New)  
 Summary A/P Ledger - A/P Summary CCMeeting - General  
 From 11/1/2016 Through 11/30/2016

Visa	Visa 9942 JW 9/16 Softball league meeting Rustlers Café	58.88
Visa	Visa 9942 JW 9/16 Face book shop local campaign	15.53
Visa	Visa 9942 JW 9/16NMML Conference 1 day Registration	110.00
VISA	Judge Camnhell Visa-9942 JW 9/16-Executive GOTO Meeting	70.51
Visa	Visa 1245 9/16 Mike De La Cruz- WasteWater WEF Registration/Unit ed air priceline car rental/Hotel New Orleans for De La Cruz	1,543.31
Visa 9280 G Chapman	Visa 9280 GC 9/16 Animal Control- Application Fee	65.00

City of Lovington (New)  
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Visa 9280 G Chapman	Visa 9280 GC 9/16 Ambulance- Certifed ambulance Coder CAC Carl Christenson	1,155.00
Visa 9280 G Chapman	Visa 9280 GC 9/16-Youth Center TDS Past Due bill	166.69
Visa 1260 Fire	Visa 1260 9/16 Ambulance Office Supplies Binders Batteries Textbooks	408.21
Visa 9934 CAH	Visa 9934 CAH- Vet/Animal Control-4 Paws pet Hospital sick dog	300.77
Visa 1260 Fire	Visa 1260 9/16 Ambulance apple video adapter	15.49
Visa 1260 Fire	Visa 1260 9/16 Ambulance-Eset Smart Security 2016	25.24
Visa 1260 Fire	Visa 1260 9/16 Ambulance Dell Monitor/Tv Mount	109.62
Visa 1260 Fire	Visa 1260 9/16 Ambulance Channing Bete ACLS Instructor Kit	432.46

City of Lovington (New)  
 Summary A/P Ledger - A/P Summary CCMeeting - General  
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Visa 1260 Fire	Visa 1260 9/16 Ambulance UPS Label Shipping of Patches to Galls	16.39
VISA-1260	VISA 1260 9/16 Ambulance Bacground Finger Print Fee on Clayton Parker/Salvador Duarte/ Solid Waste-	88.00
Waste Management of New Mexico	Polycarts for 9/16 Res \$62444.80 Comm \$54708.56	117,153.36
WDG Architects	Fire-Retainer 17th street fire station	5,000.00
Windstream	Gen-Phone Bill 9/16	5,001.10
Windstream	Recreation-Phone Line 10/16	18.05
Windstream	WasteWater- Scade 10/16	62.29
Report Total		<u>682,583.24</u>