



*Doña Ana Mutual Domestic Water Consumers Association  
Mailing Address: P.O. Box 866 • Doña Ana, NM • 88032  
Physical Address: 5535 Ledesma Dr • Las Cruces, NM 88007  
(575) 526-3491 Office • (575) 526-9306 Fax*

### **Agenda**

The following are the items for consideration at the Regular Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors on August 3, 2017, convening at 9:00 a.m. at the Doña Ana Mutual Domestic Water Consumers Association Board Room 5535 Ledesma Dr., Las Cruces, NM 88007:

#### **Call to Order & Roll Call**

#### **Approval of Agenda**

#### **Minutes:**

1. Minutes of 07-20-2017 Regular Meeting

#### **Approval of New Members & Meters**

#### **Customer Issues and Public Input**

*Public Input will be limited to 3 minutes per person*

#### **Board President Report**

#### **Staff Reports**

2. Executive Director

#### **New Business**

3. Review 40 year plan

#### **Consent Agenda**

None

#### **Unfinished Business**

4. Approval of Award to File Construction for Fairview Phase II Construction
5. Approval of Contract 6326344 for Southeast Collection System PER with Souder, Miller & Associates
6. Approval of Employee Handbook

#### **Closed Session:**

As authorized by the Open Meetings Act, New Mexico Statutes Annotated, Section 10-15-1, Subsections H (2), H (7) and H (8), the following portion of the Board Meeting will be conducted in closed session:

1. Real property and water right acquisition
  - a. Purchase of private water system
2. Limited Personnel Matters
  - a. Executive Director Evaluation and Salary

Take action, if any on closed session items.

#### **Board Open Discussion**

#### **Adjournment**

*A copy of this agenda may be requested by phone by calling (575) 526-3491 or in person at 5535 Ledesma Drive, Las Cruces, NM 88007. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, if summary or other type of accessible format is needed, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Stephanie Nelson at (575) 526-3491 on the Tuesday prior to the meeting or as soon as possible.*

*Doña Ana Mutual Domestic Water Consumers Association is An Equal Employment Opportunity Agency.*



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The following are the minutes of the Regular Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors, July 20, 2017 convened at 9:00 A.M. in the Doña Ana Mutual Domestic Water Consumers Association Board Room located at 5535 Ledesma Dr., Las Cruces, NM 88007:

### **Call to Order & Roll Call**

President Melton called the meeting to order at 9:00 a.m. and called roll:

Vice President – Jamie Stull, Present

Board Member – Dr. Kurt Anderson

Board Member – Raymond Ponteri, Present

A Quorum was declared

### **Others in Attendance:**

Executive Director – Jennifer Horton

Community Members – Jim Hayhoe and Nancy Simmons

### **Approval of Agenda**

Dr. Anderson moved to approve the agenda for the July 20, 2017 Regular Board Meeting as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Executive Director advised the date on the minutes needs to be updated to reflect July 7, 2017. Ms. Horton requested we remove Item 2 as Ms. Limon's concerns have already been addressed. Dr. Anderson amended the motion to reflect the requested changes; Mr. Stull seconded the motion. The Chair called for a vote on the amended motion which carried by roll call vote 4-0.

## **Minutes**

Dr. Anderson moved to approve the Board Meeting Minutes of July 06, 2017 as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Ms. Horton advised the minutes were not in the published package as they were lost when a computer crashed. The minutes were later emailed to the Board. The Chair called for a vote; the motion carried by roll call vote 4-0.

## **New Members & New Meters**

Dr. Anderson moved to approve the New Members and New Meters list as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Executive Director Jennifer Horton advised we have fifteen (15) names on the list; eleven (11) are new members, and two (2) are new meters. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

## **Board President Report**

Mr. Melton advised he lives in the Radium Springs service area and has noted consistent water pressure improvements. Mr. Melton inquired if any recent outages have occurred; other than the line break the Board is aware of. Ms. Horton advised that is the only one.

## **Staff Reports**

See Attachment

Ms. Horton summarized the reports provided from Customer Service, Operations, Projects, and Administration. Dr. Anderson inquired if there is a timeframe before wells are up and running. Ms. Horton advised well 11 and well 15 should be online by the end of August; both are under review by NMED.

## **Unfinished Business**

Dr. Anderson moved to approve Resolution 2017-07 4<sup>th</sup> Quarter Report as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Ms. Horton advised this is the report that will go to the Department of Finance and Administration (DFA); who now requires the report be certified at the end of the fiscal year. The report does match the budget and ties back to the staff reports provided. The format utilized is specifically from DFA. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Dr. Anderson moved to approve Resolution 2017-08 FY2018 Final Budget as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Dr. Anderson requested a summary of the budget, similar to the DFA format, for future reference. Ms. Horton explained in the past the Board has requested the specific line items, but we can update to have both. Each line item has been provided for the projected Budget and includes the upcoming 3.5% rate increase for water and wastewater recommended by our rate analyst; the change in wastewater with the county transfer of additional revenue has also been projected. The wastewater system does not have cash flow and will remain upside down for some time. There are large expenses on the wastewater side of business that will continue to grow once the debt from Picacho Hills comes online; the water system is what will subsidize this. Ms. Horton summarized the line items in the budget report and reassured the projections do include continuous system repairs and maintenance.

Mr. Melton inquired as to what our fall back is with having all of our software in one place? Ms. Horton explained our software company houses our data in multiple locations for reserves.

Mr. Ponteri stated he reviewed the rate study from Carl Brown and believes the wastewater increase is only supposed to be 3%. Ms. Horton advised this can be updated

to reflect accordingly. He is happy to see the merit increase potential for staff since we did not do this last year, however there are concerns about a lack of management positions. Ms. Horton reassured we will continue cross training in both the Administrative and Operations departments with an evaluation of where our needs stand for future hiring. Mr. Melton advised Ms. Horton is a unique individual with many skills, and while they have discussed the cross training needs of the Association he expressed praise that Ms. Horton is irreplaceable.

Mr. Ponteri voiced concerns about how steep the projected budget is. Ms. Horton acknowledged this; however the upcoming debt increases at the Picacho Hills wastewater site and city treatment fees are going to change our expenditures drastically. The wastewater revenue will receive an assist once the Southeast Collection system is online.

The Chair advised we will need to vote based on the amendments of updating the wastewater revenue percentage to 3%. Dr. Anderson amended his motion to reflect this, with a second from Mr. Stull. The Chair called for a vote on the amended motion; the motion carried by roll call vote 4-0.

The Chair called for a brief recess at 10:25 a.m. The Regular Board Meeting was called back into session at 10:30 a.m.

Dr. Anderson moved to approve Resolution 2017-09 Rate Increase as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. Ms. Horton has proposed a 3.5% increase for water and a 3% increase for wastewater; following the recommendations of the rate analysis from Carl Brown. The chart will be updated to reflect the correct wastewater amounts. The chart provides current rates vs proposed rates per meter size and usage. The Association's costs continue to increase (trash, sludge removal), and with the ongoing well problems we need more preventative maintenance in the entirety of our systems. The County just completed their rate increase.

Ms. Horton advised incremental increases each year create less of a burden as opposed to a great increase every five years.

Mr. Ponteri reviewed his notes and the rate study with projected financials and stated the Association is doing better than what was projected. His concern is that the rate adjustment may not be necessary based on the presentation from Mr. Brown.

Mr. Stull advised with the proposal of pulling more wells for system maintenance costs add up quickly. We need to become more proactive versus reactive.

Mr. Melton reminded the Board we have had a significant decrease in reserves due to matching money for grants and unexpected costs this past year. We need to maintain the reserves we have as we cannot anticipate catastrophe's; however with what has happened recently we need to ensure we are able to get water to the public and continue establishing constant maintenance of the system overall. We have actually come a long way in the last five years.

Ms. Horton agreed we have come a long way; from keeping proper inventory and having the right parts in stock, to maintaining the vehicles and upkeep of the system. Maintenance is constant, especially when unknowns occur like the discovery of piping held together with bailing wire in the Radium Springs area. We continue to improve; however it does take time.

The Chair called for a vote on the motion; the motion carried by roll call vote 3–1:

Mr. Jamie Stull – Yes

Dr. Kurt Anderson – Yes

Mr. Ray Ponteri – No

Mr. James Melton – Yes

Dr. Anderson moved to approve the Souder, Miller, and Associates (SMA) Contract 6323683 for General Support Services as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Ms. Horton explained this is

the contract to continue utilizing general engineering support services with SMA. The budget is for \$22,000; however we do not anticipate using all of these funds. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Dr. Anderson moved to approve the Souder, Miller, and Associates Contract 6323684 for General Wastewater Support Services as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Dr. Anderson inquired if this is the same as last year. Ms. Horton advised this is the same and is for engineering services related to examining arroyos or assistance with the lift station; this is not for budgets attached to state or federal funding. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Stull moved to approve the Souder, Miller, and Associates Contract 6323685 for General Water Support Services as presented; the motion was seconded by Dr. Anderson. The Chair called for discussion of the motion. Ms. Horton explained this is similar to the wastewater contract at a budget of \$40,000. Mr. Melton clarified this includes items such as inspecting low water pressure areas, or odds and ends not related to a specific project. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Stull moved to approve the Souder, Miller, and Associates Contract 6323686 for GIS/AM Support Services as presented; the motion was seconded by Dr. Anderson. The Chair called for discussion of the motion. Ms. Horton advised this is utilized when we need assistance with the GIS database. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Stull moved to award a Contract to D.J.M Construction for the Wastewater Treatment Plant Fencing Project as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. Ms. Horton stated this is the fence at the wastewater treatment plant in Picacho Hills that has previously been presented to the Board. This will fence most of our property line. We received two quotes; there is a large difference between the bids as state wage rates must be accounted for on bids over \$60k. Ms. Horton is requesting clarification as to the hill Mr. Stull referred to in the past that should be torn down to prevent the fence sitting too high. Mr. Stull advised he is willing to go out to ensure it is the correct location.

Mr. Ponteri expressed his dispute of the fence and feels this is a waste of funds.

Mr. Jim Hayhoe approached the Board as the President of the Barcelona Ridge Homeowners Association to express the violently objection of this fence. He has concerns with DJM Construction as they do not have a resident contractor preference which has the potential to save money. Ms. Horton clarified this does not save money; it only presents an advantage for the contractor however both contractors are residents. Mr. Hayhoe feels the DJM bid is incomplete and deficient in certain areas.

Mr. Hayhoe referenced the original presentation of the fence where it references the potential for furnishing brown shade cloth. The Association potentially has about \$4,000 left once the fence is complete and is requested the cloth be considered to provide enhancement of the fence. Ms. Horton explained the fence that faces the street will only be visible at the top; experience with slats is that they do not hold up. We do not have any experience with the cloth and Mr. Stull advised the material is not meant to hold up in our desert climate. We can look at potential screening based off the Board's guidance.

Mr. Ponteri advised one of the reasons the fence was originally presented was to shield the piping we had; which is now gone. Mr. Stull advised we also have had vandalism. Mr. Hayhoe advised the fencing is based off an extremely large projection.



Mr. Melton advised the future goal is onsite disposal of sludge with the plant modifications.

The Chair called for a vote on the motion; the motion carried by roll call vote 3–1:

Mr. Jamie Stull – Yes

Dr. Kurt Anderson – Yes

Mr. Ray Ponteri – No

Mr. James Melton – Yes

### **Open Discussion**

Mr. Melton forgot to mention in his report that he participated in a meeting with representatives from Rancho de Gallo and basically their plans have been approved by the Association. Ms. Horton clarified the plans have been reviewed; however they will not be approved until the requested modifications have been completed with updated building plans.

Dr. Anderson asked if we have been approached by Mr. Thurston and his subdivision in terms of increasing the amount of homes. Ms. Horton advised we have not been approached; the plan is still 300 lots. Dr. Anderson would like to see the website updated.

Mr. Hayhoe inquired as to where we are with the review of the bylaws? Ms. Horton explained we are finalizing our 40-year water plan first.

Dr. Anderson inquired as to the possibility of solar panels at any of our sites. Mr. Hayhoe advised he completed an analysis for the Picacho Hills Country Club that resulted in the replacement of 3 meters in lieu of solar panels. He is willing to volunteer his services to the Association as well.

### **Adjournment**

Mr. Stull moved to adjourn at 11:32 a.m.; the motion was seconded by Dr. Anderson. The Chair called for a vote on the motion which carried by roll call vote 4-0.

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Kurt Anderson  
Secretary/ Treasurer

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Date

New Meters		July 31 2017						Total
Name	Address	Tap In Fee	Water Rights	Membership	Tax	Sewer	Other Fees	Fees
Robert Morales	2915 Borroughs			\$ 75.00	\$ 3.75			\$ 78.75
Roger C. Cockreham	2879 La Union Ct			\$ 75.00	\$ 3.75			\$ 78.75
Santiago Valois	600 Keelo Rd			\$ 75.00	\$ 3.75			\$ 78.75
Fran Whitten	2824 San Lorenzo			\$ 75.00	\$ 3.75			\$ 78.75
Bruce Bozynski	4233 Fireweed Dr			\$ 75.00	\$ 3.75			\$ 78.75
Lindsey Bulger	6608 Vista Hermosa			\$ 75.00	\$ 3.75			\$ 78.75
Stephany Trejo	1575 Vista Del Cerro			\$ 75.00	\$ 3.75			\$ 78.75
Desert View Homes	3030 San Elizario	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.53			\$ 3,245.20
Desert View Homes	3003 San Lorenzo	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.53			\$ 3,245.20
Desert View Homes	1618 Santo Thomas	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.53			\$ 3,245.20
Desert View Homes	3050 San Elizario	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.53			\$ 3,245.20
Christine Sizemore	150 Blacktail Deer			\$ 75.00	\$ 3.75			\$ 78.75
Nathan Jeffers	2040 Sunvalley			\$ 75.00	\$ 3.75			\$ 78.75
Regina Galva	1505 Vista Del Cerro			EM				\$ -
								\$ -
								\$ -
<b>Totals</b>		<b>\$ 5,362.68</b>	<b>\$ 7,000.00</b>	<b>\$ 675.00</b>	<b>\$ 651.87</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,689.55</b>



July 31, 2017

#6325370

Ms. Jennifer J. Horton, Executive Director  
Doña Ana Mutual Domestic Water Consumers Association  
5535 Ledesma Drive, Las Cruces, NM 88007  
P.O. Box 866, Doña Ana, NM 88032  
(575) 526-3491, (575) 526-9306 (Fax)  
[jennifer@dawater.org](mailto:jennifer@dawater.org)

**RE: RECOMMENDATION REGARDING AWARD OF CONSTRUCTION CONTRACT FOR  
DOÑA ANA MDWCA FAIRVIEW WATER SYSTEM IMPROVEMENTS PHASE II  
PROJECT**

Dear Ms. Horton,

Bids were opened for the Doña Ana MDWCA Fairview Water System Improvements Phase II Project on July 13<sup>th</sup>, 2017 at 5535 Ledesma Drive, Las Cruces, NM 88007. Eight bids were received for the project, and all bid packages were determined to be complete at the time of bid opening. The apparent low bidder was *File Construction LLC*. The **total** of the **Base Bids** ranged from four hundred ninety-seven thousand two hundred fifty-two dollars and sixty cents (\$497,252.60) to eight hundred four thousand nine hundred forty-eight dollars and zero cents (\$804,948.00). The **total** of **Additive Alternative A** ranged from fourteen thousand six hundred forty-one dollars and eight-three cents (\$14,641.83) to thirty-one thousand five hundred dollars and zero cents (\$31,500.00). The **total** of **Additive Alternative B** ranged from nine thousand six hundred ninety-five dollars and zero cents (\$9,695.00) to thirty-seven thousand three hundred and fifty dollars and zero cents (\$37,350.00).

Based on a review of the base bid plus the Additive Alternative B, the low bidder has been identified as responsive, thus the low bidder, *File Construction LLC*, with a **total bid amount** of five hundred twenty thousand two hundred forty dollars and sixty cents (\$520,240.60) is recommended as the responsive low bidder. With the Resident Bidder Preference and Veteran's Preference applied to the applicable bids, *File Construction LLC*, remained the responsive low bidder with a total bid amount of four hundred and ninety-four thousand two hundred twenty-eight dollars and fifty-seven cents (\$494,228.57).

Souder, Miller & Associates (SMA) investigated *File Construction LLC*'s past experience. The references provided by *File Construction LLC*, contacted by SMA, provided good feedback on their quality of work. Please refer to the References Contacted after the bid opening.

SMA recommends awarding the Bid of the contract in the amount of five hundred twenty thousand two hundred forty dollars and sixty cents (\$520,240.60) to *File Construction LLC*.

If Doña Ana MDWCA agrees, the Doña Ana MDWCA should "tentatively" award the construction contract to *File Construction LLC*, pending the funding agencies' concurrence. The Doña Ana MDWCA must obtain an opinion from their legal representative that the bidding procedures met applicable State law. This document along with the Bid Tabulation, SMA's evaluation of the bids and recommendation for award will need to be submitted to the funding agency for review and concurrence.

Once authorization is received, the attached Notice of Award will be submitted to the contractor. The contractor will then have 15 days to deliver the Agreement, fully executed by Bidder, insurance, performance and payment bonds. After Doña Ana MDWCA receives all items from the Contractor, the

*Ms. Jennifer J. Horton*

*July 31, 2017*

*Page 2 of 2*

Notice to Proceed and Agreement between Owner and Contractor can be signed by the Doña Ana MDWCA and sent to the Contractor.

Please feel free to contact either of the undersigned if you have any questions or concerns related to this recommendation of award.

Sincerely,

**MILLER ENGINEERS, INC. D/B/A  
SOUDER, MILLER AND ASSOCIATES**



Robert J. Storey  
Staff Civil Designer  
*robert.storey@soudermiller.com*



Marty Howell, P.E.  
Senior Engineer II  
*marty.howell@soudermiller.com*

cc: Mr. Abenicio Fernandez, Doña Ana MDWCA, Project Manager

Enclosures: Bid Tabulation,  
References Contacted,  
Notice of Award,  
Agreement,  
File Construction LLC.'s Bid package.

Doña Ana MDWCA Fairview Water System Improvements Phase II Project  
Bid Tabulation

Doña Ana MDWCA Fairview Water System Improvements Phase II Project				Bid Date: 7/13/2017		SMA OPCC		File Construction LLC		Desert Utility and Paving, LLC		DuCross Construction, LLC		C&E Industrial Services Inc.		Smithco Construction, Inc.		TRC Construction, Inc.		Renegade Construction LLC		Morrow Enterprises, Inc.			
				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8							
Item	Item Description	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	Material Testing Allowance	Allow	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
2	Traffic Control	LS	1	\$15,000.00	\$15,000.00	\$11,088.00	\$11,088.00	\$26,000.00	\$26,000.00	\$6,387.00	\$6,387.00	\$10,266.39	\$10,266.39	\$15,000.00	\$15,000.00	\$12,519.89	\$12,519.89	\$16,029.67	\$16,029.67	\$31,826.00	\$31,826.00	\$31,826.00	\$31,826.00		
3	Mobilization	LS	1	\$37,000.00	\$37,000.00	\$64,780.00	\$64,780.00	\$48,000.00	\$48,000.00	\$20,000.00	\$20,000.00	\$22,814.20	\$22,814.20	\$35,000.00	\$35,000.00	\$10,915.09	\$10,915.09	\$51,679.02	\$51,679.02	\$25,331.00	\$25,331.00	\$25,331.00	\$25,331.00		
4	Pre and Post Construction Video Documentation	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$929.80	\$929.80	\$2,851.77	\$2,851.77	\$15,000.00	\$15,000.00	\$2,448.86	\$2,448.86	\$4,274.57	\$4,274.57	\$1,057.00	\$1,057.00	\$1,057.00	\$1,057.00		
5	Record Drawings	LS	1	\$1,100.00	\$1,100.00	\$8,875.00	\$8,875.00	\$4,000.00	\$4,000.00	\$3,150.00	\$3,150.00	\$1,140.71	\$1,140.71	\$12,500.00	\$12,500.00	\$1,630.97	\$1,630.97	\$2,978.86	\$2,978.86	\$518.00	\$518.00	\$518.00	\$518.00		
6	Exploration of existing utilities (including all material, labor, potholing, excavation, backfill and site restoration)	Allow	1	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00		
7	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP)(incl. BMP and all related appurtenances not otherwise included on Bid Form)	LS	1	\$5,000.00	\$5,000.00	\$4,331.00	\$4,331.00	\$12,307.00	\$12,307.00	\$2,940.00	\$2,940.00	\$2,851.77	\$2,851.77	\$6,500.00	\$6,500.00	\$4,735.94	\$4,735.94	\$7,346.93	\$7,346.93	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00		
8	Furnish and Install 12-inch C90 PVC DR-18 Waterline, (including all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form), CIP	LF	5862	\$45.00	\$263,790.00	\$33.30	\$195,204.60	\$39.00	\$228,618.00	\$44.42	\$260,390.04	\$47.81	\$280,262.22	\$54.00	\$316,548.00	\$73.01	\$427,984.62	\$62.77	\$367,957.74	\$83.00	\$486,546.00	\$83.00	\$486,546.00	\$83.00	\$486,546.00
9	Furnish and Install 12-inch Gate Valve in Cast Iron Valve Box, (including all labor, materials and related appurtenances not separately listed on Bid Form), CIP	EA	4	\$3,500.00	\$14,000.00	\$3,298.00	\$13,192.00	\$2,500.00	\$10,000.00	\$3,070.00	\$12,280.00	\$3,112.87	\$12,451.48	\$3,500.00	\$14,000.00	\$4,359.55	\$17,438.20	\$3,617.91	\$14,471.64	\$3,997.00	\$15,988.00	\$3,997.00	\$15,988.00	\$3,997.00	\$15,988.00
10	Furnish & Install 1-inch Air Combination Valve (include valve, traffic rated vault, lid and all related and required appurtenances for a complete installation), CIP	EA	4	\$3,750.00	\$15,000.00	\$3,183.00	\$12,732.00	\$4,500.00	\$18,000.00	\$3,807.30	\$15,229.20	\$4,352.80	\$17,411.20	\$5,000.00	\$20,000.00	\$4,628.52	\$18,514.08	\$10,237.93	\$40,951.72	\$4,808.00	\$19,232.00	\$4,808.00	\$19,232.00	\$4,808.00	\$19,232.00
11	Trenchless Utility Installation (include 24-inch steel casing, spacers, bore pits and all required appurtenances for a complete installation), CIP	LF	361	\$350.00	\$126,350.00	\$319.00	\$115,159.00	\$320.00	\$115,520.00	\$364.30	\$131,512.30	\$311.81	\$112,563.41	\$480.00	\$173,280.00	\$266.60	\$96,242.60	\$422.51	\$152,526.11	\$377.00	\$136,097.00	\$377.00	\$136,097.00	\$377.00	\$136,097.00
12	Furnish & Install 24-inch Steel Casing Open Cut (include steel casing, spacers and all related appurtenances for a complete installation), CIP	LF	58	\$200.00	\$11,600.00	\$157.00	\$9,106.00	\$105.00	\$6,090.00	\$111.60	\$6,472.80	\$194.49	\$11,280.42	\$150.00	\$8,700.00	\$347.11	\$20,132.38	\$233.56	\$13,546.48	\$166.00	\$9,628.00	\$166.00	\$9,628.00	\$166.00	\$9,628.00
13	Tie into existing waterline (include 12x8 reducer and all required fittings and appurtenances for a complete installation), CIP	EA	2	\$3,000.00	\$6,000.00	\$1,974.00	\$3,948.00	\$1,900.00	\$3,800.00	\$3,178.70	\$6,357.40	\$1,795.00	\$3,590.00	\$5,200.00	\$10,400.00	\$1,851.24	\$3,702.48	\$3,020.95	\$6,041.90	\$3,173.00	\$6,346.00	\$3,173.00	\$6,346.00	\$3,173.00	\$6,346.00
14	Remove and abate asbestos cement pipe according to all applicable environmental regulations	EA	950	\$45.00	\$42,750.00	\$15.00	\$14,250.00	\$20.00	\$19,000.00	\$14.30	\$13,585.00	\$25.03	\$23,778.50	\$35.00	\$33,250.00	\$88.32	\$83,904.00	\$64.47	\$61,246.50	\$24.00	\$22,800.00	\$24.00	\$22,800.00	\$24.00	\$22,800.00
15	Remove and replace gravel driveway (include excavation, backfill, compaction, material and all related appurtenances required for a complete installation), CIP	SY	51	\$30.00	\$1,530.00	\$36.00	\$1,836.00	\$10.00	\$510.00	\$32.90	\$1,677.90	\$53.57	\$2,732.07	\$30.00	\$1,530.00	\$65.54	\$3,342.54	\$40.28	\$2,054.28	\$14.00	\$714.00	\$14.00	\$714.00	\$14.00	\$714.00
16	Remove and replace asphalt driveway/road (include excavation, backfill, compaction, base coarse, material and all related appurtenances required for a complete installation), CIP	SY	54	\$55.00	\$2,970.00	\$110.00	\$5,940.00	\$40.00	\$2,160.00	\$49.00	\$2,646.00	\$76.26	\$4,118.04	\$70.00	\$3,780.00	\$75.05	\$4,052.70	\$78.69	\$4,249.26	\$84.00	\$4,536.00	\$84.00	\$4,536.00	\$84.00	\$4,536.00
17	Remove and replace existing landscaping (incl. removal and disposal of existing gravel, trees, and shrubbery), CIP	SY	721	\$50.00	\$36,050.00	\$14.00	\$10,094.00	\$20.00	\$14,420.00	\$30.50	\$21,990.50	\$31.12	\$22,437.52	\$25.00	\$18,025.00	\$32.83	\$23,670.43	\$15.75	\$11,355.75	\$19.00	\$13,699.00	\$19.00	\$13,699.00	\$19.00	\$13,699.00
18	Remove and replace existing concrete headerwall (incl. removal and disposal of existing concrete headerwall, concrete headerwall, material, and all related appurtenances required for a complete installation), CIP	EA	1	\$100.00	\$100.00	\$1,227.00	\$1,227.00	\$3,500.00	\$3,500.00	\$8,965.80	\$8,965.80	\$3,764.34	\$3,764.34	\$6,500.00	\$6,500.00	\$4,659.70	\$4,659.70	\$2,538.05	\$2,538.05	\$8,810.00	\$8,810.00	\$8,810.00	\$8,810.00	\$8,810.00	\$8,810.00
19	Remove and replace chanlink fence (incl. removal and replace of existing chanlink fence, material and all related appurtenances required for a complete installation), CIP	EA	465	\$12.00	\$5,580.00	\$26.00	\$12,090.00	\$29.00	\$13,485.00	\$27.90	\$12,973.50	\$28.52	\$13,261.80	\$45.00	\$20,925.00	\$25.90	\$12,043.50	\$22.71	\$10,560.15	\$18.00	\$8,370.00	\$18.00	\$8,370.00	\$18.00	\$8,370.00
Base Bid:				\$598,720.00		\$497,252.60		\$539,010.00		\$539,887.24		\$559,975.84		\$723,338.00		\$760,337.98		\$782,208.63		\$804,948.00		\$804,948.00		\$804,948.00	
Written Total:						\$497,252.60		\$539,010.00		\$539,887.24		\$559,982.40		\$709,838.00		\$760,337.98		\$782,208.63		\$804,948.00		\$804,948.00		\$804,948.00	
<b>Additive Alternative A</b>																									




Doña Ana MDWCA Fairview Water System Improvements Phase II Project  
Bid Tabulation

Item	Item Description	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
21	Trenchless Utility Installation (include 24-inch steel casing, spacers, bore pits and all required appurtenances for a complete installation), CIP	LF	63	\$299.72	\$18,882.36	\$319.00	\$20,097.00	\$320.00	\$20,160.00	\$359.30	\$22,635.90	\$294.51	\$18,554.13	\$500.00	\$31,500.00	\$232.41	\$14,641.83	\$358.84	\$22,606.92	\$345.00	\$21,735.00
Additive Alternative A:				\$18,882.36		\$20,097.00		\$20,160.00		\$22,635.90		\$18,554.13		\$31,500.00		\$14,641.83		\$22,606.92		\$21,735.00	
Written Total:						\$20,097.00		\$20,160.00		\$22,635.90		\$18,553.84		\$31,500.00		\$14,641.83		\$22,606.92		\$21,735.00	
<b>Additive Alternative B</b>																					
22	Furnish & Install 24-inch Steel Casing Open Cut (include steel casing, spacers and all related appurtenances for a complete installation), CIP	LF	63	\$63.00	\$3,969.00	\$239.00	\$15,057.00	\$105.00	\$6,615.00	\$359.30	\$22,635.90	\$154.35	\$9,724.05	\$150.00	\$9,450.00	\$128.95	\$8,123.85	\$282.93	\$17,824.59	\$160.00	\$10,080.00
23	Remove and replace asphalt pavement (incl. excavation, backfill, compaction, 8-inches of base coarse, 3-inches of HMA material and all related appurtenances required for a complete installation), CIP	SY	77	\$77.00	\$5,929.00	\$103.00	\$7,931.00	\$40.00	\$3,080.00	\$49.00	\$3,773.00	\$72.57	\$5,587.89	\$60.00	\$4,620.00	\$106.06	\$8,166.62	\$78.69	\$6,059.13	\$84.00	\$6,468.00
Additive Alternative B:				\$9,898.00		\$22,988.00		\$9,695.00		\$26,408.90		\$15,311.94		\$14,070.00		\$16,290.47		\$23,883.72		\$16,548.00	
Written Total:						\$22,988.00		\$9,695.00		\$26,408.90		\$15,312.22		\$37,350.00		\$16,290.47		\$23,883.72		\$16,548.00	
Bid Total:						\$520,240.60		\$548,705.00		\$566,296.14		\$575,287.78		\$737,408.00		\$776,628.45		\$806,092.35		\$821,496.00	
New Mexico Resident Bidder Preference (5%):						-\$26,012.03		-\$27,435.25		-\$28,314.81		-\$28,764.39		-\$36,870.40		-\$38,831.42		-\$40,304.62		-\$41,074.80	
New Mexico Veteran's Preference (7%):						\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Bid with Preferences:						\$494,228.57		\$521,269.75		\$537,981.33		\$546,523.39		\$700,537.60		\$737,797.03		\$765,787.73		\$780,421.20	

\*Cells with red text indicate that a correction has been made in accordance with Article 14.01.C of the Instructions to Bidders (C-200)

**CERTIFICATION:**

I certify that the above figures are the evaluated bid prices from those submitted in the Bid Form.

  
\_\_\_\_\_  
Marty Howell, P.E.  
Souder, Miller & Associates

14-Jul-17  
\_\_\_\_\_  
Date

**Doña Ana MDWCA Wastewater Treatment Plant Fence Project**  
**References Contacted – File Construction LLC**  
**July 2017**

**Person Contacted:** Julie Dubiskas

**Company Contacted:** Arena Valley Water Development Association

**Phone No.:** (575) 538-3782

**Project Name:** Arena Valley Water Development Association Water System Improvements

**Contract Amount:** \$267,738.99

**Project Year:** 2013

**Questions:**

Was the project completed on schedule?

*It was actually completed before schedule.*

Was the project completed on budget?

*Yes.*

Was the contractor easy to work with?

*Yes.*

What was the quality of work?

*I would say a 9 or a 10.*

How many change orders were there?

*None.*

What was the cost difference of the change orders?

*None.*

How many change orders were requested by owner and how many were requested by the contractor?

*None.*

Did the contractor have enough man power?

*Yes.*

Did the contractor have enough equipment?

*Yes, and I believe they did the work without any subcontractors.*

How was the relationship between the contractor and the owner and engineer?

*It was great, the engineer did a lot of the in-between.*

Who was the project manager?

*Not there anymore*

Who was the superintendent?

*I do not know*

Would you recommend the contractor for future projects?

*Yes, and I wouldn't doubt we would use them again if they were awarded the bid.*

Were there any problems? If so, explain.

*There weren't. They left the construction site very clean and the board was very pleased with their work.*

Are there any additional comments?

*No.*

Do you know of any other projects they have completed?

*No other projects.*

---



**Doña Ana MDWCA Wastewater Treatment Plant Fence Project**  
**References Contacted – File Construction LLC**  
**July 2017**

**Person Contacted:** Russell Church  
**Company Contacted:** Town of Red River  
**Phone No.:** (575) 387-5809  
**Project Name:** Young Ranch Well House  
**Contract Amount:** \$133,100  
**Project Year:** 2013

**Questions:**

Was there any waterline involved in this project?

*Yes, they did the waterline inside the well house. They only connected to the line to the well and a sub out to the main line which we did not have them connect at the time.*

Was the project completed on schedule?

*Yes.*

Was the project completed on budget?

*Yes, it was.*

Was the contractor easy to work with?

*Yeah, I would say so for the most part.*

What was the quality of work?

*We didn't have any problem, I'd say 8 to 9 on a scale from 1 to 10.*

How many change orders were there?

*I don't remember for sure, but I don't think we had any.*

How was the relationship between the contractor and the owner and engineer?

*Good. Good communication.*

Who was the project manager?

*Kathrin Flory and myself.*

Who was the superintendent?

*I don't remember*

Would you recommend the contractor for future projects?

*Yeah.*

Were there any problems? If so, explain.

*The only thing is making sure we get a good O&M manual for the operators.*

Are there any additional comments?

*Not really.*

Do you know of any other projects they have completed?

*We do not.*

---

**Doña Ana MDWCA Wastewater Treatment Plant Fence Project**  
**References Contacted – File Construction LLC**  
**July 2017**

**Person Contacted:** Juan Samaniego

**Company Contacted:** Bohannon Huston Inc.

**Phone No.:** (505) 923-9916

**Project Name:** Zuni Commercial Development Area – Phase I Waterline Project

**Contract Amount:** \$1,649,153.10

**Project Year:** 2015

**Questions:**

Was the project completed on schedule?

*Yes.*

Was the project completed on budget?

*Yes,*

Was the contractor easy to work with?

*Yes*

What was the quality of work?

*Good to excellent.*

How many change orders were there?

*Yes.*

What was the cost difference of the change orders?

*About \$200,000.*

How many change orders were requested by owner and how many were requested by the contractor?

*None by the Owner, three by the contractor, but they were all cooperative.*

Did the contractor have enough man power?

*Yes.*

Did the contractor have enough equipment?

*Yes.*

How was the relationship between the contractor and the owner and engineer?

*Pretty good.*

Who was the project manager?

*Roberta Padilla.*

Who was the superintendent?

*Dan Vallo.*

Would you recommend the contractor for future projects?

*Yes.*

Were there any problems? If so, explain.

*Nothing that hasn't been resolved.*

Are there any additional comments?

*No, they are a good contractor.*

Do you know of any other projects they have completed?

*Replacement of a glass fused tank in Tucumcari.*

## NOTICE OF AWARD

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Date of Issuance:

Owner: Doña Ana MDWCA

Owner's Contract No.:

Engineer: Souder, Miller & Associates

Engineer's Project No.: 6324372

Project: Fairview Water System Improvements Ph. II Project Contract Name: Fairview II

Bidder: File Construction, LLC

Bidder's Address: 119 Industrial Ave. NE, Albuquerque, NM 87107

### TO BIDDER:

You are notified that Owner has accepted your Bid dated July 13, 2017 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

This project consists of the installation of 12-inch PVC C-900, including all related appurtenances, connections to existing infrastructure, replacement of existing infrastructure, placement of air combination vacuum valves, gate valves and replacement of asphalt pavement.

The Contract Price of the awarded Contract is: \$ 520,240.60

[ 4 ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [ 4 ] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: \_\_\_\_\_  
Authorized Signature

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

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

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

Copy: Engineer

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between \_\_\_\_\_ Doña Ana MDWCA \_\_\_\_\_ (“Owner”) and  
File Construction, LLC. \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Furnish and install 12-inch C900 PVC waterline, including all relative appurtenances, and connecting to existing water system.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Miller Engineers, Inc. d/b/a Souder, Miller & Associates (“Engineer”) who will act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 105 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, with an estimated total of all unit price work equivalent to \$520,240.60.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

### **ARTICLE 6 – PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

## 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. No retainage will be held.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

## 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 1.5% per month, or other rate mutually agreed between the Owner and Contractor prior to presentation of corresponding Application for Payment.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 65, inclusive).
  - 5. Supplementary Conditions (pages 1 to 7, inclusive).
  - 6. Technical Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings as listed in the table of contents of the Project Manual.
  - 8. Addenda (numbers 1 to 4, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 43, inclusive), plus required attachments to the Bid as stipulated in Article 7 of the Bid Form, including but not necessarily limited to List of Proposed Subcontractors, and List of Proposed Suppliers.
  - 10. The following, which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of



Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.
- A. Non-Appropriations Clause: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Owner may immediately terminate this Agreement by giving the Contractor written notice of such termination. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- B. Termination Clause: This contract is funded in whole or in part by funds made available under a Grant Agreement. Should the early terminate the grant agreement, the Owner may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Owner's only liability shall be to pay Contractor or Vendor for acceptable goods delivered and services rendered before the termination date.

IN WITNESS, WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Doña Ana MDWCA

File Construction, LLC

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

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

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Agency Concurrence:

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: \_\_\_\_\_

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

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

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



119 INDUSTRIAL AVE NE ALBUQUERQUE, NM 87107  
LICENSE NO. 379720  
CLASSIFICATIONS: GB02, GB98, GF02, GF05, GF07  
GF09, MM01

Sealed Bid For:  
Dona Ana MDWCA Fairview  
Water System Improvements  
Bid Date: 7/13/17  
Bid Time: 2:00pm

7/13/17  
1:33  
[Signature]

Dona Ana MDWCA  
Attn: Jennifer J. Horton  
5535 Ledesma Dr.  
Las Cruces, NM 88007

**PROJECT MANUAL FOR  
Fairview Water System  
Improvements Phase II**

**Doña Ana MDWCA**

**June 2017**

Bid Open Date: July 13, 2017  
Bid Time: 2:00 p.m.

**BID FORM**

**FAIRVIEW WATER SYSTEM IMPROVEMENTS PH. II PROJECT**

6324372

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Doña Ana MDWCA**

Attn: Jennifer J. Horton, Executive Director  
5535 Ledesma Dr., Las Cruces, NM 88007  
P.O. Box 866 Doña Ana, NM 88032

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>7/5/17</u>
<u>2</u>	<u>7/11/17</u>
<u>3</u>	<u>7/12/17</u>
<u>4</u>	<u>7/12/17</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**Note: Gross receipts tax not included.**

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Material Testing Allowance	Allow	1	\$5,000.00	\$5,000.00
2	Traffic Control	LS	1	\$11,049.00	\$11,088.00
3	Mobilization	LS	1	\$64,780.00	\$64,780.00

4	Pre and Post Construction Video Documentation	LS	1	\$1,000.00	\$1,000.00
5	Record Drawings	LS	1	\$8,875.00	\$8,875.00
6	Exploration of existing utilities (including all material, labor, potholing, excavation, backfill and site restoration)	Allow	1	\$7,400.00	\$7,400.00
7	Preparation, Implementation and Maintenance of Storm Water Pollution Prevention Plan (SWPPP)(incl. BMP and all related appurtenances not otherwise included on Bid Form)	LS	1	\$4,331.00	\$4,331.00
8	Furnish and Install 12-inch C900 PVC DR-18 Waterline, (including all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form), CIP	LF	5862	\$33.30	\$195,204.60
9	Furnish and Install 12-inch Gate Valve in Cast Iron Valve Box, (including all labor, materials and related appurtenances not separately listed on Bid Form), CIP	EA	4	\$3,298.00	\$13,192.00
10	Furnish & Install 1-inch Air Combination Valve (include valve, traffic rated vault, lid and all related and required appurtenances for a complete installation), CIP	EA	4	\$3,183.00	\$12,732.00
11	Trenchless Utility Installation (include 24-inch steel casing, spacers, bore pits and all required appurtenances for a complete installation), CIP	LF	361	\$319.00	\$115,159.00
12	Furnish & Install 24-inch Steel Casing Open Cut (include steel casing, spacers and all related appurtenances for a complete installation), CIP	LF	58	\$157.00	\$9,106.00
13	Tie into existing waterline (include 12x8 reducer and all required fittings and appurtenances for a complete installation), CIP	EA	2	\$1,974.00	\$3,948.00
14	Remove and abate asbestos cement pipe according to all applicable environmental regulations	EA	950	\$15.00	\$14,250.00



15	Remove and replace gravel driveway (include excavation, backfill, compaction, material and all related appurtenances required for a complete installation), CIP	SY	51	\$36.00	\$1,836.00
16	Remove and replace asphalt driveway/road (include excavation, backfill, compaction, base coarse, material and all related appurtenances required for a complete installation), CIP	SY	54	\$110.00	\$5,940.00
17	Remove and replace existing landscaping (incl. removal and disposal of existing gravel, trees, and shrubbery), CIP	SY	721	\$14.00	\$10,094.00
18	Remove and replace existing concrete headerwall (incl. removal and disposal of existing concrete headerwall, concrete headerwall, material, and all related appurtenances required for a complete installation), CIP	EA	1	\$1,227.00	\$1,227.00
19	Remove and replace chanlink fence (incl. removal and replace of existing chanlink fence, material and all related appurtenances required for a complete installation), CIP	EA	465	\$26.00	\$12,090

TOTAL OF BASE BID: \$ 497,252.60

IN WORDS: Four hundred ninety seven thousand two hundred

fifty two dollars and sixty cents.

**ADDITIVE ALTERNATIVE A**

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
21	Trenchless Utility Installation (include 24-inch steel casing, spacers, bore pits and all required appurtenances for a complete installation), CIP	LF	63	\$319.00	\$20,097.00

TOTAL OF ADDITIVE ALTERNATIVE A: \$ 20,097.00

IN WORDS: Twenty thousand ninety seven dollars and zero cents

**ADDITIVE ALTERNATIVE B**

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
22	Furnish & Install 24-inch Steel Casing Open Cut (include steel casing, spacers and all related appurtenances for a complete installation), CIP	LF	63	\$239.00	\$15,057.00
23	Remove and replace asphalt pavement (incl. excavation, backfill, compaction, 8-inches of base coarse, 3-inches of HMAC material and all related appurtenances required for a complete installation), CIP	SY	77	\$103.00	\$7,931.00

TOTAL OF ADDITIVE ALTERNATIVE B: \$ 22,988.00

IN WORDS: Twenty two thousand nine hundred eighty eight dollars  
and zero cents

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Required Bidder Qualification Statement with supporting data;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. New Mexico Contractor’s License No.: 379720;
  - G. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;
  - H. Copy of a valid resident business certificate or valid resident contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);
  - I. Copy of a valid resident veteran business certificate or valid resident veteran contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);
  - J. Campaign Contribution Disclosure Form;

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

File Construction, LLC.

By:  
*[Signature]*

*[Printed name]* Jaime Cruz- General Manager

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
*[Signature]*

*[Printed name]* Christina Martinez

Title: Project Coordinator

Submittal Date: 7/13/17

Address for giving notices: 119 Industrial Ave. NE Albuquerque, NM 87107

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

Telephone Number: 505-554-1780

Fax Number: 505-554-3195

Contact Name and e-mail address: Jaime Cruz- General Manager  
jcruz@fconst.com

New Mexico Department of Workforce Solutions Registration No. 03008620130916

Is Bidder eligible for Resident Contractor Preference or Resident Veteran Contractor Preference as defined in the Instructions to Bidders?

Yes X Circle one: Resident Contractor Preference Resident Veteran Contractor Preference  
No \_\_\_\_\_ Preference

If yes, attach documentation of Resident Contractor or Resident Veteran Contractor eligibility.

### BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

FILE CONSTRUCTION, LLC  
119 Industrial Ave. NE  
Albuquerque, New Mexico 87107

**SURETY (Name, and Address of Principal Place of Business):**

WESTFIELD INSURANCE COMPANY  
4100 Osuna NE, Suite 2-203  
Albuquerque, New Mexico 87109

**OWNER (Name and Address):**

DONA ANA MDWCA  
5535 Ledesma Drive  
Las Cruces, New Mexico 88007

**BID**

Bid Due Date: JULY 13, 2017

Description (Project Name— Include Location): DONA ANA MDWCA FAIRVIEW WATER SYSTEM

**BOND**

Bond Number: N/A

Date: JULY 13, 2017

Penal sum FIVE PERCENT (5%) OF THE AMOUNT BID---- \$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

FILE CONSTRUCTION, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Jaime Cruz  
Print Name

General Manager  
Title

Attest:

Signature

Project Coordinator  
Title

**SURETY**

WESTFIELD INSURANCE COMPANY (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

DEAN E. VIGIL  
Print Name

ATTORNEY-IN-FACT  
Title

Attest:

Signature

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/13/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3020122 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BART H. KINNEY III, CARL S. CONLEE III, DEAN E. VIGIL, LINDA D. DOOLEY, STUART E. KUYPER, JOINTLY OR SEVERALLY

of ALBUQUERQUE and State of NM its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 13th day of NOVEMBER A.D., 2015 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 13th day of NOVEMBER A.D., 2015 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13TH day of JULY A.D., 2017 .



Frank A Carrino Secretary Frank A. Carrino, Secretary

## LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE", sign the sheet, and include with Bid to avoid being found non-responsive.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

**Important Note Related to Public Works Projects:** Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

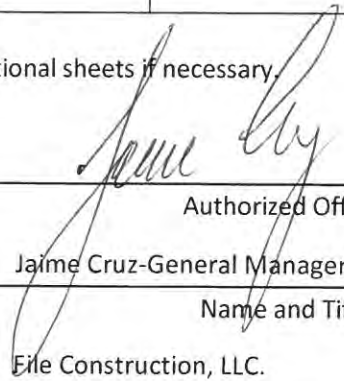
* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
Boring	DH Underground Inc PO Box 91958 Alb. NM 87199 505-220-0115 Lic # 61581	C	002272520110706
Pipe Install	T.C.I. PO Box 710 Tome, NM 87060 505-264-1163 Lic # 89842	B	02883020130507
<sup>50'</sup> Valley Fence	Valley Fence 1932 Coors Blvd Sw Alb. NM 87121 505-817-1155 LIC# 29229	A	0007220060701



List of Proposed Subcontractors - Continued

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
Asbestos Abatement	Environmental Remediation Mgmt. Services <del>4907</del> 4904 Hawkins St NE Apt NM 87109 505-877-4239 LIC# 387683	A	02891420130507

Use additional sheets if necessary.

Attest:   
 \_\_\_\_\_  
 Authorized Officer  
 Jaime Cruz-General Manager  
 \_\_\_\_\_  
 Name and Title  
 File Construction, LLC.  
 \_\_\_\_\_  
 Name of Firm

7/13/17  
 \_\_\_\_\_  
 Date

- \* Place title of subcontractor specialty.
- \*\* Subcontractor's contract range: In the column marked "Range", enter the letter corresponding to the subcontract amount.
  - A = Equal to or greater than \$5,000 but less than \$15,000
  - B = Equal to or greater than \$15,000 but less than \$50,000
  - C = Equal to or greater than \$50,000

## LIST OF PROPOSED SUPPLIERS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the material Suppliers listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Firm Name, Business Address and Telephone #	General description of materials to be provided by proposed Supplier
HD Supply 6135 2nd St NW Alg NM 87101 505-344-0223	pipes & valves

Use additional sheets if necessary.

Attest: \_\_\_\_\_ 7/13/17

Authorized Officer Date

Jaime Cruz- General Manager

Name and Title

File Construction, LLC.

Name of Firm

## BIDDER'S QUALIFICATIONS STATEMENT

### Important Note:

PROJECT TITLE: Dona Aña Mutual Domestic Water Consumers Association Fairview Water System Improvements Project – Phase II

SUBMITTED BY: File Construction, LLC.

(Print or Type Name of Bidder)

ADDRESS: 119 Industrial Ave.

Albuquerque, NM 87107

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business as a utilities contractor? 3 yrs 11 months

2. How many years has your organization been in business under its present name? 3 yrs 11 months

3. If a corporation, answer the following:

a. Date of Incorporation: 9/16/13

b. State of Incorporation: New Mexico

c. President's Name: Jason File- Managing Member

d. Vice President's Name: \_\_\_\_\_

c. Secretary or Clerk's Name: \_\_\_\_\_

d. Treasurer's Name: \_\_\_\_\_

4. If individual or partnership, answer the following:

a. Date of Organization: \_\_\_\_\_

b. Name and Address of all Partners:

(State if general or limited partnership)

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

5. If other than corporation or partnership, describe organization and name principals. \_\_\_\_\_

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6. Do you plan to subcontract any part of this Project? Yes If so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold. Boring and Pipe Installation

Landscaping, Chain-link Fence,

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7. Has any construction contract to which you have been a party, or any subcontractor identified on the List of Proposed Subcontractors form has been a party, been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of subcontractor (if applicable), owner, architect or engineer, and surety, and name and date of project. No

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8. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project. .

No

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9. List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Include name, address and telephone number of a reference for each project listed. \_

See Attachment A

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10. List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years. Include name, address and telephone number of a reference for each project listed. \_\_\_\_\_

See Attachment B

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11. List name and construction experience of the principal individual of your organization. \_\_\_\_\_

See Resume for Jaime Cruz

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12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6.

New Mexico- GB02-GB98-GF02-GF05-GF07-GF09-MM01-GA98  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

a. A surety: USI Southwest Inc.  
4100 Osuna Rd. NE suite 2-203 Albuquerque, NM 87109  
Dean Vigil 505-219-0291

b. A bank: Bank Of Albuquerque  
201 3rd St. NW Albuquerque, NM 87102  
Amelia Seubert 505-855-0803

c. A major material supplier: HD Supply Waterworks  
6135 2nd St. NW Albuquerque, NM 87107  
505-344-0223

14. The Owner may require the low Bidder to submit a financial statement, prepared on an accrual basis in a form that clearly indicates Bidder's assets, liabilities and net worth, prior to issuance of the Notice of Award.

Dated this 13 day of July 2017

Bidder: File Construction, LLC  
(Print or Type Name of Bidder)

By: 

Title: Jaime Cruz-General Manager

(Seal, if Corporation)



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.



**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

7/13/17  
\_\_\_\_\_  
Date

Jaime Cruz-General Manager  
\_\_\_\_\_  
Title (Position)



**ATTACHMENT A- CURRENT EXPERIENCE**

PROJECT NAME	OWNER'S CONTACT PERSON	DESIGN ENGINEER	CONTRACT DATE	TYPE OF WORK	STATUS	COST OF WORK	Percent Complete
Cottonwood Rural Water Association USDA/RD 2014 Water System Improvements Alt #3 Phase I & II NMED/CPB Project # SAP 14-1627-STB OEI Project # CWC1402R	NAME: Jan Waldrip ADDRESS: 260 N. 13th St. Artesia, Nm 88211 TELEPHONE: 505	NAME:OEI-Wayland Oliver ADDRESS: 1601 S. Camino Del Coronado, Tucumcari, NM 88401 TELEPHONE: 575-461-0181	4.27.17	Well Drilling and Testing of a New Well	NOTICE OF AWARD 4.24.17	\$ 3,157,563.30	15%
Village of Hatch Well Constrol Building & Transmission Line Phase 2	NAME: Andy Nunez ADDRESS: 133 North Franklin Hatch, NM 87937 TELEPHONE: 505	NAME: BHI-David Shields ADDRESS: 425 S. Telshore Blvd. Ste.C103 Lad Cruces, NM 88011 TELEPHONE: 575-532-8670	4.24.17	New Well Control Building and approx. 8,800LF of new 8" PVC water transmission pipeline	NOTICE OF AWARD 4.24.17	\$ 457,232.00	50%
Santa Clara Housing Authority Water Well Replacement	NAME: Francisco Simbana ADDRESS: 201 Road Runner Road Espanola, NM 87532 TELEPHONE: 505	NAME: BHI-Johanna Phillips ADDRESS: 7500 Jefferson St NE Albuquerque, NM 87109 TELEPHONE: 505-823-1000	4.27.17	Well Drilling and Testing of a New Well	NOTICE OF AWARD 3.20.17	\$ 326,428.30	35%
RECLAIMED WATER LINE LOOPING PROJECT PHASE 2	NAME: Nancy Beshaler ADDRESS: 1376 E. Ninth St Alamogordo, NM 88310 TELEPHONE: 575.439.4220	NAME: BHI-David Shields ADDRESS: 425 South Telshor Blvd Las Cruces, NM 88011 TELEPHONE: 575.532-8670	3.10.2017	3250LF of new 10" C-900 reuse water line including valves, bores under railroad & tie in to existing city reclaimed water system	NOTICE OF AWARD 2.16.17	\$ 192,490.00	100%
GLEN ACRES WATER COOPERATIVE WATERLINE	NAME: Tommy Chavez ADDRESS: PO Box 667 Lordsburg, NM 88045 TELEPHONE: 575.387.5601	NAME: SOUDER MILLER & ASSOCIATES ADDRESS: 3500 SEDONA HILLS PKWY, LAS CRUCES, NM 88011 TELEPHONE: 575.647.0799	2.27.2017	6" WATERLINE, R&R EXISTING WATER METERS, MASTER METER ASSEMBLY, CHLORINATION STATION	NOTICE OF AWARD 12.21.16	\$295,770.97	99%

RAINSVILLE WATER SYSTEM IMPROVEMENTS- PHASE I	NAME: Rudy Montoya ADDRESS: CR A026 RAINSVILLE, NM 87736 TELEPHONE: 575.387.5601	NAME: SULIVAN DESIGN GROUP ADDRESS: 227 E PALACE AVE PO BOX 283 SANTA FE, NM 87504 TELEPHONE: 505.982.4481	02.08.2017	MOBILIZATION/ DEMOBILIZATION, REPLACING 6 GATE VALVES, RAISE 6 FIRE HYDRANTS & REPLACE 88 METERS AND CANS	NOTICE OF AWARD 11.16.16	\$179,740.70	99%
TUCUMCARI CENTER STREET TANK NO. 1	NAME: ANGELICA M. GRAY ADDRESS: CITY HALL 215 E CENTER ST, TUCUMCARI NM 88401 TELEPHONE: 575.461.3451	NAME: BHI- JUAN SAMANIEGO ADDRESS: 7500 JEFFERSON ST NE, ABQ NM 87109 TELEPHONE: 505.823.1000	11.2016	CONSTRUCT AWWA D103 GLASS COATED BOLTED STEEL 818,000 GALLON RESERVOIR INCLUDING FOUNDATION, CATHODIC PROTECTION & CONNECTING TO AN EXISTING WATER SYSTEM INDLUCING 14" DIP WATERLINE	NOTICE OF AWARD 11.10.16	\$1,297,863.24	35%
OJO CALIENTE MDWCA WATER SYSTEM IMPROVEMENTS	NAME: OJO CALIENTE MDWCA- GLENN LOVATO ADDRESS: PO BOX 275 OJO CALIENTE NM 87549 TELEPHONE: 505.583.2498	NAME: SMA- RAMON LUCERO PM ADDRESS: 3451 CANDELARIA RD NE SUITE D, ABQ NM 87107 TELEPHONE: 505.473.9211	10.06.16	URANIUM REMOVAL WATER TREATMENT SYSTEM, INSPECTION, CLEANING & REHABILITAION OF 2 EXISTING WELLS, INSTALL APPROX, 7665 LF OF 4" PVC WATERLINE, JACK & BORE, VALVES & APPURTENANCES	NOTICE OF AWARD 8.27.16	\$571,424.00	80%
TAOS WATER SYSTEM IMPROVEMENTS	NAME: MS. SHANNON VOIGHT ADDRESS: 400 CAMINO DE LA PLACITA, TAOS NM 87571 TELEPHONE: 575.751.2000	NAME: SMA- PAUL KENNEDY ADDRESS: 2904 RODEO PARK DR, SANTA FE NM 87505 TELEPHONE: 505.473.7211	7.18.16	PRV IMPROVEMENTS, NEW BACKUP GENERATOR AT THE ARSENIC AND TREATMENT PLANT, 6" HDPE, 8" DIP & 10" DIP WATERLINE IMPROVEMENTS	NOTICE OF AWARD 6.24.16	\$778,358.41	99%
JAL LAKE WELLS PROJECT	NAME: Bob Gallagher ADDRESS: 309 S. MAIN ST, PO DRAWER 340 JAL NM 88252 TELPEHONE: 575.395.3340	NAME: Souder Miller Associates ADDRESS: 3451 CANDELARIA RD NE SUITE D, ALBUQUERQUE NM 87107 TELEPHONE: 505.299.0942	6.2016	DRILLING/ CONSTRUCTION APROX 600FT DEPTH, DETERMINE WATER PRODUCTION, COLLECT SAMPLES TO TEST, COMPLETE AS A PRODUCTION WATER SUPPLY WELL.	NOTICE OF AWARD 5.13.16	\$379,308.63	100%
RECYCLED WATER TANK AT WELL SITE 10A	NAME: SHONNA YBARRA ADDRESS: 3200 CIVIC CENTER CRL, RIO RANCHO NM 87144 TELEPHONE: 505.891.5044	NAME: HUITT ZOLLARS- JIM BRAUER ADDRESS: 333 RIO RANCHO DR NE, RIO RANCHO NM 87124 TELEPHONE: 505.892.5141	6.9.16	2.0 MILLION GALLON RECYCLED WATER TANK, 230LF OF 16" DIP AND 80LF OF 12" AND ASSOCIATED FITTINGS, VALVES	NOTICE OF AWARD 5.5.16	\$2,182,621.40	100%

<p>LLANO QUEMADO WATER SYSTEM IMPROVEMENTS- WATER LINES/ WELL AND STORAGE TANK</p>	<p>NAME: ANDREW CHAVEZ ADDRESS: PO BOX 638, RANCHO DE TAOS NM 87557 TELEPHONE: 575.613.3678</p>	<p>NAME: BURTON ENGINEERING- ERIC BURTON ADDRESS: 2900 VISTA GRANDE, ABQ NM 87120 TELEPHONE: 505.839.9365</p>	<p>4.2016</p>	<p>4", 6" &amp; 8" WATER LINE</p>	<p>NOTICE OF AWARD 7.13.15</p>	<p>\$2,244,135.99</p>	<p>85%</p>
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**ATTACHMENT B- COMPLETED PROJECTS**

PROJECT NAME	OWNERS CONTACT PERSON	DESIGN ENGINEER	CONTRACT DATE	TYPE OF WORK	STATUS	COST OF WORK
City of Tucumcari Installation of Advance Radio Read Water Meter Project No. 06-12-0089	NAME: CITY OF TUCUMCARI ADDRESS: 215 E. CENTER ST, TUCUMCARI, NM 88401 TELEPHONE: 575.461.2143	NAME: FORSGREN ASSOCIATES ADDRESS: 4110 CUTLER AVE, ALBUQUERQUE, NM 87110 TELEPHONE: 505.814.2799	9.2013	INSTALLATION OF ADVANCED RADIO READ WATER METERS	100%	\$ 46,620.00
Young Ranch Well House, Red River, NM	NAME: TOWN OF RED RIVER ADDRESS: PO BOX 1020, RED RIVER, NM 87558 TELEPHONE: 575.754.2277	NAME: JM CONSULTING LLC. ADDRESS: 416 BRYN MAWR DR SE, ALBUQUERQUE, NM 87106 TELEPHONE: 505.684.3124	11.2013	WATER SYSTEM IMPROVEMENTS	100%	\$ 133,100.00
Arenas Valley Water Development Association Water System Improvements Colonias Infrastructure Fund NMFA Project No.: 2776-CIF	NAME: ARENAS VWDA ADDRESS: 41 KIRKLAND RD, SILVER CITY, NM 88061 TELEPHONE: 575.538.3782	NAME: ENGINEERS INC. ADDRESS: 3400 HWY 180 EAST, SILVER CITY, NM 88061 TELEPHONE: 575.538.5395	2.2014	2,400LF OF 12" WATER LINE & 1,200LF OF 8" WATER LINE	100%	\$ 267,738.99
Water Main Extension From Buffalo Subdivision to Main Village Tanks	NAME: NAMBE PUEBLO HOUSING ENTITY ADDRESS: 11 W. GUTIERREZ BOX 3456, SANTA FE, NM 87506 TELEPHONE: 505.455.0158	NAME: I.H.S. ADDRESS: 1700 CERRILLOS RD, SANTA FE, NM 87505 TELEPHONE: 505.946.9579	5.2014	405 LF OF 12"	100%	\$ 195,067.00
Cuatro Villas MDWUA Regional Water Storage Tank - Phase II (D)	NAME: CUATRO VILLAS MDWUA ADDRESS: PO BOX 667, SANTA CRUZ, NM 87567 TELEPHONE: 505.747.4848	NAME: SMA ADDRESS: 2904 RODEO PAR DR, SANTA FE, NM 87505 TELEPHONE: 505.473.9211	7.2014	435 LF OF 12"	100%	\$ 821,092.00
Mescalero Apache Goat Summit Water Storage Tank Project No. AI-13-161	NAME: MESCALERO APACHE TRIBE ADDRESS: 101 CENTRAL CENTRAL, MESCALERO, NM 88340 TELEPHONE: 575.973.1750	NAME: I.H.S. ADDRESS: 1700 CERRILLOS RD, SANTA FE, NM 87505 TELEPHONE: 505.450.9518	8.2014	GOAT SUMMIT WATER STORAGE TANK	100%	\$ 511,330.02
Installation of Automatic Meter Reading System 2864-DW	NAME: CITY OF DEMING ADDRESS: PO BOX 706, DEMING, NM 88031 TELEPHONE:	NAME: SMITH ENGINEERING ADDRESS: 201 N. CHURCH ST, LAS CRUCES, NM 88001 TELEPHONE: 575.523.2395	9.2014	METER REPLACEMENT	100%	\$ 1,834,904.83



Mescalero Apache Tribe Community Water Improvements Project No. AL-11-137	NAME: Mescalero Apache Tribe ADDRESS: 556 SOLDIER CANYON RD., Mescalero, NM 88340 TELEPHONE: 575.464.4311	NAME: I.H.S. ADDRESS: 801 VASSAR DR NE, ALBUQUERQUE, NM 87106 TELEPHONE: 505.660.1050	11.2014	10,740 LF OF 6" WATER LINE AND RELATED ITEMS	100%	\$ 1,970,496.82
CRRUA Meter Replacement Project	NAME: CAMINO REAL REGIONAL UA ADDRESS: PO BOX 429, SUNLAND PARK, NM 88063 TELEPHONE:	NAME: ROE ENGINEERING ADDRESS: 601 N. COTTON, EL PASO, TX 79902 TELEPHONE: 915.533.1418	2.2015	METER REPLACEMENT	100%	\$ 117,945.34
Water Supply Line Replacement	NAME: VILLAGE OF ENCINO ADDRESS: PO BOX 163, ENCINO, NM 88321 TELEPHONE:	NAME: ODEN & ASSCIATES ADDRESS: PO BOX 1976, MORIARTY, NM 87035 TELEPHONE: 505.832.1425	5.2015	2,420 LF OF 6" AND FITTINGS, GV'S.	100%	\$ 96,378.94
Phase I Waterline Replacement	NAME: VILLAGE OF RUIDOSO ADDRESS: 313 CREE MEADOWS DR, RUIDOSO, NM 88345 TELEPHONE:	NAME: HUITT ZOLLARS, INC. ADDRESS: RIO RANCHO DR, ALBUQUERQUE, NM 87124 TELEPHONE: 505.891.5141	7.2015	4,868 LF OF 6" WATER LINE AND RELATED APPURTENANCES	100%	\$ 373,961.24
PHASE II WATER SYSTEM IMPROVEMENTS METER REPLACEMENT	NAME: UPPER ARROYO HONDO MDWCA ADDRESS: PO BOX 541, ARROYO HONDO NM 87513 TELEPHONE:	NAME: MARTIN/ MARTIN ADDRESS: 5353 WYOMING BLVD, ABQ NM 87122 TELEPHONE:	7.2015	METER REPLACEMENT	100%	\$ 110,819.00
Zuni Commercial Development Area- Phase I Waterline Project	NAME: PUEBLO OF ZUNI ADDRESS: PO BOX 339, ZUNI, NM 87327 TELEPHONE:	NAME: BHI- JUAN SAMANIEGO ADDRESS: 7500 JEFFERSON ST NE, ALBUQUERQUE, NM 87109 TELEPHONE: 505.923.3316	8.2015	17,740 LF OF 12" PVC WATER LINE, FITTINGS AND MISC. ITEMS.	100%	\$ 1,649,153.10
Supplemental Water Well CDBG No. 12-C-RS-1-01-G-22	NAME: VILLAGE OF HATCH ADDRESS: PO BOX 220, HATCH, NM 87937 TELEPHONE:	NAME: BHI ADDRESS: 425 S. TELSHOR BLVD LAS CRUCES, NM 88011 TELEPHONE: 575.532.8670	8.2015	NEW WATER WELL	100%	\$ 444,416.00
GREEN RIDGE MDWCA WATER TREATMENT IMPROVEMENTS	NAME: GREEN RIDGE MDWCA ADDRESS: PO BOX 308, TIJERAS NM 87059 TELEPHONE:	NAME: SMA ADDRESS: 3451 CANDELARIA RD, ABQ NM 87107 TELEPHONE: 505.299.0942	10.2015	INSTALLATION OF ONE REVERSE OSMOSIS TREATMENT FACILITY WITH PROCESSING PIPING	100%	\$ 344,060.00
DEL NORTE PUMP STATION IMPROVEMENTS	NAME: CITY OF HOBBS ADDRESS: 200 E. BROADWAY, HOBBS NM 88240 TELEPHONE:	NAME: PSC ADDRESS: 501 W. SAN ANTONIO AVE, EL PASO TX 79901 TELEPHONE: 915.533.6811	12.2015	UPGRADE TO BOOSTER PUMP STATION	100%	\$ 568,453.00

Reclaimed Water Line Looping Project Phase I	NAME: CITY OF ALAMOGORDO ADDRESS: 1376 E. NINTH ST, ALAMOGORDO, NM 88310 TELEPHONE: 575.439.4220	NAME: BHI ADDRESS: 425 S. TELSHOR BLVD, LAS CRUCES, NM 88011 TELEPHONE: 575.532.8670	2.2016	Reclaimed Water Line Looping Project Phase I 10" WATER LINE	100%	\$ 228,693.49
VILLAGE OF SANTA CLARA 2014 DWSRLF WATER SYSTEM IMPROVEMENTS RADIO READ METERS	NAME: VILLAGE OF SANTA CLARA ADDRESS: PO BOX 316, SANTA CLARA NM 88026 TELEPHONE: 575.537.2443	NAME: ENGINEERS INC. ADDRESS: 3400 HWY 180 EAST, SILVER CITY, NM 88061 TELEPHONE: 575.538.5395	3.2016	750 RADIO READ METER REPLACEMENT	100%	\$ 279,880.00
WATER SYSTEM IMPROVEMENTS TIERRA MONTE WUA	NAME: KEN BERGERON ADDRESS: 14A TIERRA MONTE DR, ABQ NM 87122 TELEPHONE: 505.856.6386	NAME: MARTIN/ MARTIN ADDRESS: 5353 WYOMING BLVD, ABQ NM 87122 TELEPHONE: 505.242.4435	4.2016	WATER SYSTEM IMPROVEMENTS	100%	\$ 198,835.00
ROWE MDWCA WATER SYSTEM IMPROVEMENTS	NAME: ROWE MDWCA ADDRESS: PO BOX 82, ROWE NM 87562 TELEPHONE:	NAME: SMA- RAMON LUCERO ADDRESS: 2904 RODEO PARK DR, SANTA FE NM 87505 TELEPHONE: 505.473.7211	5.17.16	INSTALLATION OF APPROX. 4560 LF OF 6" WATERLINE, JACK & BORE, FIRE HYDRANTS AND APPURTENANCES	100%	\$ 346,110.92
CITY OF BAYARD WATER SYSTEM IMPROVEMENTS 125,000 GALLON FRESH WATER TANK 2015 COLONIAS INFRASTRUCTURE	NAME: KRISTINA ORTIZ ADDRESS: 800 CENTRAL AVE, BAYARD NM 88023 TELEPHONE: 575.537.3327	NAME: ENGINEERS, INC.- GARY BERG ADDRESS: 3400 HWY 180 EAST SUITE A, SILVER CITY NM 88061 TELEPHONE: 575.538.5395	7.18.16	6" PVC YARD PIPING, NEW WATER TANK, CONCRETE PAD, ELECTRICAL	100%	\$ 324,274.19
Clayton Advances Raido Read Water Meter System	NAME: Ferron Lucero ADDRESS: 1 Chestnut Street Clayton, NM 88415 TELEPHONE: 575-447-7446	NAME: Forsgren Associates, Inc- Colleen M. Ruiz ADDRESS: 6100 Indian School Rd. NE Ste 205 Albuquerque, NM 87110	7.7.16	Installation of a a drive by ARM system and Water Meters	100%	\$ 499,296.00
Tijeras Miscellaneous Water Service Connections	NAME: Scout Mendenhall ADDRESS: 12 Camino Municipal Tijeras, NM 87059 TELEPHONE: 505	NAME: Molzen Corbin- ADDRESS: 2701 Miles Road SE Albuquerque, NM 87106 TELEPHONE: 505.242.5700	4.2017	Well Drilling and Testing of a New Well	100%	\$ 207,192.00



**ATTACHMENT C - LIST OF MAJOR EQUIPMENT AVAILABLE**

<b>ITEM</b>	<b>PURCHASE DATE</b>	<b>CONDITION</b>
EXCAVATOR	8.3.15	EXCELLENT
TRENCH ROLLER	N/A	EXCELLENT
WATER TRUCK	8.3.15	EXCELLENT
SKID STEER	8.3.15	EXCELLENT
BACHKOE JOHN DEER 315	4.2.14	EXCELLENT
DUMP TRUCK	9.15.15	EXCELLENT
LOADER	N/A	EXCELLENT
BOOM TRUCK	N/A	EXCELLENT



Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that:* **FILE CONSTRUCTION, LLC**  
**PERMANENT LICENSE #379720**

*Located at:* 116 INDUSTRIAL AVE. NE, ALBUQUERQUE, NM 87107

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*


**GA98, GB02, GB98, GF02, GF05, GF07, GF09, MM01**

*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**09/16/2013**

  
Signature of Contractor



Pat McMurray  
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable



119 Industrial Ave NE, Albuquerque, NM 87107

Phone: 505-554-1780 Fax: 505-554-3195

To Whom it May Concern,

Date: 01/02/2017

Jaime "James" Cruz is an authorized signer for bid related documentation for File Construction, LLC.

Jaime "James" Cruz is our General Manager and is authorized to explore, bid and negotiate contract related issued on behalf of our company.

Please feel free to contact me with any questions or concerns.

Regards,

A handwritten signature in black ink that reads "Jason File".

Jason File  
Managing Member

**STATE OF NEW MEXICO**  
CONSTRUCTION INDUSTRIES DIVISION

**FILE CONSTRUCTION, LLC**

LICENSE NUMBER

**379720**

**Qualifying Party(S)**

**CRUZ JAMES  
FILE JASON  
VALLO DANIEL**



EXPIRES

**09/30/2019**

CLASSIFICATION(S)

**GB02, GB98, GF05, GF07  
GF09 MM01**

  
DIRECTOR

This card is the property of the CCI and shall be surrendered upon demand.

**STATE OF NEW MEXICO**

**TAXATION AND REVENUE DEPARTMENT**

**RESIDENT CONTRACTOR CERTIFICATE**

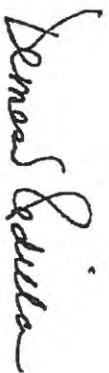
Issued to: **FILE CONSTRUCTION LLC**

DBA: **FILE CONSTRUCTION LLC**  
**116 INDUSTRIAL AVE NE**  
**ALBUQUERQUE, NM 87107-2229**

Expires: **25-Oct-2019**

Certificate Number:

**L1490010416**



**Demesia Padilla, CPA, Cabinet Secretary**

**THIS CERTIFICATE IS NOT TRANSFERABLE**



## Certificate of Public Works Registration

**File Construction, LLC**

119 Industrial NE

Albuquerque, NM 87107

**Registration Date: 8/12/2015**

**Registration Expiration: 9/5/2017**

**Registration Number: 03008620130916**

**This certificate does not show the current status for the company.**

**To see the current status for this company please go to the NMDWS Public Works Website at**

**<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>**





**Jaime Cruz- General Manager/ Project Manager**  
jcruz@fconst.com/ 505.554.1780 Work/ 505.554.3195 Fax

## **Background**

Mr. Cruz brings a civil engineering background that encompasses 30 years of involvement in the construction industry. While preparing for his degree from the prestigious Catholic University of Chile, Mr. Cruz worked as Project Engineer Assistant with COM Ltda specializing in commercial and industrial construction. In 1993 Mr. Cruz formed the company ECOCRUZ providing engineering and construction services throughout the country for private and commercial developers. One of his most notable projects was the construction of the only mini-market and fuel service station on Easter Island for Shell Oil Company. The pre-planning and material acquisitions for this project were exceedingly challenging due to the fact that all materials and supplies had to be pre-fabricated and purchased months before start-up since every item had to be shipped via ocean freight. In 1995 Mr. Cruz was team leader in the joint venture with an Argentina corporation to form the company, EcoCanga providing the same services internationally. The most notable project was the conceptual and technical design for modern modular style service stations in Tyumen Siberia, with utility installations in permafrost conditions.

After relocating to New Mexico at the end of 1999, Mr. Cruz was asked to head up the new Construction Division of a northwest forestry company seeking to work in the region. In exchange for providing civil engineering and construction expertise to the company, Mr. Cruz acquired experience in forestry and mine reclamation projects. Later, in the interests of working on more civil construction projects, Mr. Cruz joined with Samcon Inc., a long standing family owned business specializing in commercial and light industrial construction and in federal military contracts. After a few years, Mr. Cruz was promoted from Project Manager to Operations Manager and Vice President of the Civil Division. Over the course of his work Mr. Cruz has estimated and managed projects ranging in size from \$60K to \$9M in both the private and public sector. Many of these projects focus on utilities with drinking water and sewer systems. Concurrently with the utilities projects, Mr. Cruz continued the mine reclamation work started at Sugarite Canyon State Park which received several awards for accomplishments and excellence in performance.

With the owners of Samcon Inc. retiring from company operations, Mr. Cruz is planning to continue with his work in construction projects for utilities and reclamation operations with File construction LLC.



**Jaime Cruz- General Manager/ Project Manager**  
 jcruz@fconst.com/ 505.554.1780 Work/ 505.554.3195 Fax

**Experience and Example Projects**

<b>Project</b>	<b>Type</b>	<b>Amount</b>
Sugarite Mine Reclamation- Raton	Mine Reclamation	\$4M (phases 3,4,5,6 and 7)
Panhandle NF IDAHO	Forestry Reclamation	\$250K
Santa Barbara Campground	Building, WL, Sewer, Earthwork	\$500K
Jemez School	Building	\$1.3M
Cubero School	Building	\$1M
Cimarron Water System	Water System	\$1M
Questa Water System	Water System	\$2M
Red River Community Center	Concrete-Post Tension	\$200K
Dedicated Fill Line	Water System	\$740K
Taos Water System	Sewer System	\$1.1M
Taos Main Campus Sewer	Sewer System	\$305K
R.G. Bosque Thinning Project	Forestry, S.L.O., MRGCD	\$150K
Hyde Park Santa Fe Thinning	Forestry, State Park	\$90K
Valencia Thinning Project	Forestry, MRGCD	\$125K
Lordsburg Fluoride Project	Water System	\$2.5M
Columbus RO System	Water System	\$1.2M
Columbus Sewer System	Water System	\$148K
Cerro Water System	Water System	\$654K
Anthony Water System	Water System	\$788K
Nambe System Improvements	Water System	\$680K
Arroyo Seco Water Project	Water System	\$1.1M



**Jaime Cruz- General Manager/ Project Manager**  
 jcruz@fconst.com/ 505.554.1780 Work/ 505.554.3195 Fax

**Experience and Example Projects**

<b>Project</b>	<b>Type</b>	<b>Amount</b>
Sugarite Mine Reclamation- Raton	Mine Reclamation	\$4M (phases 3,4,5,6 and 7)
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Cubero School	Building	\$1M
Cimarron Water System	Water System	\$1M
Questa Water System	Water System	\$2M
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Arroyo Seco Water Project	Water System	\$1.1M





**Jaime Cruz- General Manager/ Project Manager**  
 jcruz@fconst.com/ 505.554.1780 Work/ 505.554.3195 Fax

**Experience and Example Projects... Continued**

<b>Project</b>	<b>Type</b>	<b>Amount</b>
Abiquiu Water Project	Water System	\$500K
Rock Lake Fish Hatchery	New Facility- NM G&F	\$3.7M
City of Santa Fe- Pipe Bursting	Sewer System	\$1.3M
Deming 3MG Concrete Water Tank	Water System	\$2.1M
8MG Concrete Tank- Albuquerque	Water System	\$4.4M
Tank & WL7 & Booster Station	Water System	\$2.6M
Mescalero Water Transmission Line	Water System	\$1.1M
Santa Fe Lining System	Sewer System	\$1.4M
Village of Logan Sewer Improvement	Sewer System	\$8M
PAAKO Community Sewer WWTP	Sewer Plant	\$2.8M
Tucumcari WWTP and Services	Sewer Plant	\$9M
Eastern Navajo Water Pipeline Ph. 3	Water Transmission Line- Nageezi	\$5.6M

**Personal Interests and Activities:** Soccer Coach and team Manager, Los Cruzados, Adult Co-Ed. ASL and Liga Latino, Golf, Racquetball, Skiing, Hiking, Swimming, Traveling, Fishing and Outdoor Barbecues.

**File Construction LLC**

Balance Sheet

December 31, 2014

**Assets**

**Current Assets**

1005.00	Cash - Checking	\$ 35,811.82	
1210.00	A/R Jobs	686,344.56	
1245.00	Deposits	363.67	
1510.00	Cost in Excess of Billings	<u>67,838.00</u>	
	Total Current Assets		\$ 790,358.05

**Long Term Assets**

1605.00	Auto & Truck Equipment	\$ 49,700.00	
1610.00	Accum Depr Auto & Truck	(4,912.53)	
1615.00	Construction Equipment	40,150.00	
1620.00	Accum Depr Construction Eq	<u>(5,353.32)</u>	
	Total Long Term Assets		<u>\$ 79,584.15</u>

	Total Assets		<u><u>\$ 869,942.20</u></u>
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**File Construction LLC**

Balance Sheet

June 30, 2015

**Assets**

**Current Assets**

1005.00	Cash - Checking	\$ 200,112.05	
1025.00	Cafeteria Plan	730.74	
1210.00	A/R Jobs	907,775.82	
1217.00	NM GRT Receivables	5,737.17	
1245.00	Deposits	363.67	
1510.00	Cost in Excess of Billings	103,465.00	
1520.00	Prepaid Insurance	<u>4,691.00</u>	
	Total Current Assets		\$ 1,222,875.45

**Long Term Assets**

1605.00	Auto & Truck Equipment	\$ 77,350.00	
1610.00	Accum Depr Auto & Truck	(8,664.87)	
1615.00	Construction Equipment	53,808.67	
1620.00	Accum Depr Construction Eq	<u>(7,360.86)</u>	
	Total Long Term Assets		<u>\$ 115,132.94</u>

	Total Assets		<u><u>\$ 1,338,008.39</u></u>
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**File Construction, LLC**

Balance Sheet

March 31, 2016

	Current Balance	Last Year's Balance	\$ Change
<u>Assets</u>			
<u>Current Assets</u>			
30-1005.00	Cash - Checking \$ 174,143	\$ 128,125	\$ 46,018
30-1025.00	Cafeteria Plan 730	346	384
30-1210.00	Accounts Receivable 825,483	1,098,338	(272,855)
30-1215.00	A/R Retainage 97,652		97,652
30-1217.00	NM GRT Receivables	5,737	(5,737)
30-1220.00	A/R Employee 207	728	(521)
30-1225.00	A/R File L/P, Inc. (873)		(873)
30-1245.00	Deposits 143	364	(221)
30-1300.00	Intercompany Receivable (10,131)		(10,131)
30-1510.00	Cost in Excess of Billings 5,601	47,332	(41,731)
30-1520.00	Prepaid Insurance 4,691	4,691	
Total Current Assets	<u>\$ 1,097,646</u>	<u>\$ 1,285,661</u>	<u>\$ (188,015)</u>
<u>Long Term Assets</u>			
30-1605.00	Auto & Truck Equipment \$ 381,118	\$ 77,350	\$ 303,768
30-1610.00	Accum Depr Auto & Truck (18,161)	(6,789)	(11,372)
30-1615.00	Construction Equipment 189,067	49,155	139,912
30-1620.00	Accum Depr Construction Equ (13,531)	(6,358)	(7,173)
30-1635.00	Office Equipment 642		642
Total Long Term Assets	<u>\$ 539,135</u>	<u>\$ 113,358</u>	<u>\$ 425,777</u>
Total Assets	<u>\$ 1,636,781</u>	<u>\$ 1,399,019</u>	<u>\$ 237,762</u>

**File Construction, LLC**

Balance Sheet

March 31, 2016

Current Balance

Last Year's  
Balance

\$ Change

**Liabilities and Equity**

**Current Liabilities**

30-2005.00	Accounts Payable	\$ 294,886	\$ 827,644	\$ (532,758)
30-2025.00	Accrued Payables	(2,597)	(3,290)	693
30-2106.00	Apprenticeship	2,258	1,371	887
30-2115.00	NM State Income Tax Withhel	1,303	1,080	223
30-2125.00	Accrued Worker's Comp	3,511	1,511	2,000
30-2127.00	Accrued General Liability I	(36)	(933)	897
30-2130.00	Accrued FUTA	511	768	(257)
30-2135.00	Accrued SUTA	30	5,258	(5,228)
30-2137.00	Accrued Quarterly W/C Fee	110		110
30-2140.00	Garnishments Withheld	1,384		1,384
30-2145.00	401 K Withheld	96	(96)	192
30-2147.00	Cafeteria Plan Withheld	2,039	500	1,539
30-2230.00	Accrued Sales Taxes	52,661	32,683	19,978
30-2245.00	Billings In Excess of Costs	468,739	83,605	385,134
30-2300.00	Intercompany Payable	4,000		4,000
Total Current Liabilities		\$ 828,895	\$ 950,101	\$ (121,206)

**Long Term Liabilities**

30-2315.00	N/P Jason File		\$ 32,168	\$ (32,168)
30-2340.00	N/P John Deere	60,907		60,907
30-2345.00	Bank of ABQ Equip Loan	62,899		62,899
30-2346.03	N/P Ford Credit F350 2015	27,899		27,899
30-2346.04	N/P 2015 Ford F-350 #8445	27,731		27,731
30-2346.05	N/P 2015 Ford F-350 #4475	36,790		36,790
Long Term Liabilities		\$ 216,226	\$ 32,168	\$ 184,058
Total Liabilities		\$ 1,045,121	\$ 982,269	\$ 62,852

**Equity**

30-3022.00	Member Capital	\$ 223,489	\$ 273,489	\$ (50,000)
30-3020.00	Retained Earnings	344,941	*****	*****
	Net Income	23,230		23,230
Total Equity		\$ 591,660	*****	*****
Total Liabilities & Equity		\$ 1,636,781	*****	*****



July 26, 2017

#6326344

Ms. Jennifer J. Horton, Executive Director  
Doña Ana Mutual Domestic Water Consumers Association  
5535 Ledesma Drive, Las Cruces, NM 88007  
P.O. Box 866, Doña Ana, NM 88032  
(575) 526-3491, (575) 526-9306 (Fax)  
[jennifer@dawater.org](mailto:jennifer@dawater.org)

RE: CONTRACT PACKAGE FOR SOUTHEAST COLLECTION SYSTEM PRELIMINARY ENGINEERING REPORT, DOÑA ANA MDWCA

Dear Ms. Horton:

Enclosed please find the scope of services, attachment and exhibit for ***Southeast Collection System Preliminary Engineering Report***, as provided under the ***2015-03*** contract agreement for water engineering services. The costs and scope of work presented herein are consistent with that discussed with Ms. Jennifer J. Horton, Executive Director of Doña Ana Mutual Domestic Water Consumers Association (MDWCA).

Please feel free to call if you should have any questions regarding the scope of work referred to herein.

Sincerely,

Miller Engineers, Inc. d/b/a  
Souder, Miller & Associates

A handwritten signature in blue ink, appearing to read 'Lilla J. Reid'.

Lilla J. Reid, P.E.  
Senior Design Manager  
[lilla.reid@soudermiller.com](mailto:lilla.reid@soudermiller.com)

# ATTACHMENT I

## EXHIBIT A.1 – PLANNING PHASE SCOPE OF SERVICES AND COST PROPOSAL

### SERVICES RELATING TO THE SOUTHEAST COLLECTION SYSTEM DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION (MDWCA) DOÑA ANA COUNTY, NEW MEXICO JULY 26, 2018

#### *Project Description*

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Planning Services to Doña Ana MDWCA (Owner). SMA will prepare a Preliminary Engineering Report (PER) following the United States Department of Agriculture (USDA) Rural Utilities Service (RUS) Bulletin 1780-2. Accordingly, the PER will address: environmental resources present, growth potential, the condition of the existing facilities, the need for the project, alternatives considered (including cost estimates), comparison of the alternatives (including a present worth analysis), and a description of the proposed project (including the project design, total cost, annual operating budget, operations and maintenance (O&M) costs, debt repayments, and reserves). The purpose of the PER will be to address wastewater collection services in the Southeast Collection area (project area highlighted in yellow on the map to the right). SMA will identify and evaluate the feasibility of the alternative solutions listed below for providing wastewater collection services to the project area. SMA will develop the alternative analysis based upon a variety of criteria such as (but not limited to): improvement to current operation,



flexibility of improvement, ability to meet demand, net present worth, ease of O&M, ability to construct and reliability. SMA will examine the following three alternatives and recommend the best alternative based on the guidelines in the USDA Bulletin and the criteria described above. The alternatives to be evaluated will be:

1. No Construction – This alternative will evaluate impacts of making no improvements to address the issue (the No Construction alternative is required by USDA).
2. Gravity Based Collection
3. Vacuum Collection based on the existing vacuum station

#### *Deliverables*

1. SMA will deliver one color copy of the 95% draft Preliminary Engineering Report (PER) to:
  - a. United States Department of Agriculture – Rural Development (USDA-RD)



## Exhibit A.1

### Planning Services- SE Collection PER

#### Scope of Services

- b. New Mexico Environment Department (NMED) – Construction Programs Bureau (CPB)
- c. Owner
2. SMA will revise the draft PER to attempt to address the comments received from USDA-RD, NMED, and the Owner, and prepare a final PER. Color copies of the final PER will be submitted to the reviewing agencies for approval as necessary. Once the PER has been approved by the USDA-RD and NMED, SMA will deliver Two (2) color copies of the approved PER to the Owner.

#### ***Site Visits/Meetings***

It is anticipated that SMA will need to make trips to the project site to meet with the client. This scope of work includes up to two trips to the Owner's office to gather data and discuss the project with the Owner's representatives, including one presentation to the Owner for the final PER.

#### ***Project Schedule***

SMA proposes to finish the Preliminary Draft of the PER within 90 calendar days of the Notice to Proceed (NTP). SMA proposes to complete the Final Draft of the PER within 30 days of receipt of comments from the Owner and from USDA-RD.

#### ***Assumptions***

1. The project schedule assumes that SMA can hold the project kick-off meeting with the Owner and reviewing agencies and obtain all information required from the Owner within 30 days of the NTP.
2. SMA assumes that the SMA and/or Owner has data regarding their existing utility system(s). The scope of work does not include any investigative field work. Such field work can be completed, but a fee must be negotiated for this extra work.
3. SMA assumes that the Owner has all of the financial records required to complete the PER. Work required to review financial information that is not in standard formats will require additional effort not included in the current scope and fee.

#### ***Compensation***

Compensation for Basic Engineering Services during the Planning Phase shall be by the LUMP SUM method of payment. The total amount of compensation for said services described above shall not exceed \$22,776.00, excluding gross receipt tax.

## ATTACHMENTS

Please check the appropriate box and include applicable **attachments**

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 13<sup>th</sup> day of January 2015 by and between the Doña Ana Mutual Domestic Water Consumers Association the OWNER, and Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this 3<sup>rd</sup> day of August, 2017 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 \$22,776.00, 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 90 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 (\$50.00) (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 \$ 1,000,000 on account of any one accident and in the amount of not less than \$ 1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$ 1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

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 1.1 (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: Invoices will be issued on a monthly basis reflecting the percentage complete to date.


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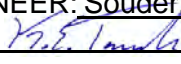
9. Signatures

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 Dr. Kurt Anderson  
Title Secretary / Treasurer  
Date 03Aug17

OWNER: Doña Ana MDWCA  
By \_\_\_\_\_  
Type Name Mr. Jim Melton  
Title President  
Date 03Aug17

ATTEST:  \_\_\_\_\_  
Type Name Lilla J. Reid, P.E.  
Title Senior Design Manager  
Date 26Jul17

ENGINEER: Souder Miller & Associates  
By  \_\_\_\_\_  
Type Name Karl E. Tonander, P.G., P.E.  
Title Senior Vice-President  
Address 3500 Sedona Hills Parkway  
Las Cruces, NM 88011  
Date 26Jul17

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

## Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

---

**Project Description:** Southeast Collection PER  
**Project Number:** 6326344  
**Owner:** Dona Ana MDWCA  
**Date of Submittal:** July 26, 2017  
**Tax Rate on Services:** 8.3125%

<b>TOTALS</b>
---------------

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Preliminary Engineering Report	\$ 22,776.20	\$ 1,893.27	\$ 24,669.47
<b>TOTALS</b>	\$ 22,776.20	\$ 1,893.27	\$ 24,669.47

**EXHIBIT A.2 - COST PROPOSAL**

**Souder, Miller & Associates**

**Professional Services and Expenses Task/Hours/Fee Breakdown Related To**

**PLANNING PHASE - BASIC ENGINEERING SERVICES**

**Project Description:** Southeast Collection PER

**Project Number:** 6326344

**Owner:** Dona Ana MDWCA

**Date of Submittal:** July 26, 2017

**Tax Rate on Services:** 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr I	Eng/CAD Surv/Field Tech III	Admin III	Mileage	Expenses	Total SMA	Total Task
<b>Billing Rate per Unit</b>	\$ 200	\$ 180	\$ 160	\$ 105	\$ 85	\$ 85	\$ 0.54	\$ 1.00		
<b>Unit</b>	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
<b>Task</b>										
<b>Preliminary Engineering Report</b>										
Project Start-Up									\$ -	
Client Interview / Programming		1	1				15	25	\$ 373	
Start-Up Meeting w/ Planning Team		1	1	1	1				\$ 530	
Plan of Approach		1	1	1					\$ 445	
Report Outline / Approval			1	2					\$ 370	
Data and Meas. (Below):									\$ -	
Verify design basis/data	2		2	2					\$ 930	
Population Projection			1	2					\$ 370	
Groundwater impacts	1		1	6					\$ 990	
Number of septic systems			1	8					\$ 1,000	
Identify Alternatives/Eval Criteria									\$ -	
GIS mapping with elevation			1	4	12				\$ 1,600	
Identification of Alternatives			1	4	12				\$ 1,600	
Evaluation of Alternatives			2	12					\$ 1,580	
Cost Estimates			2	12					\$ 1,580	
Utility Revenue/Expense Analysis		2	4	12					\$ 2,260	
Public / Client Meetings (Below):									\$ -	
Meetings with Client ( Mtg)		2	2	2					\$ 890	
Write / Distribute Report		2	2	12		8			\$ 2,620	
Internal Review	2	4	4	8					\$ 2,600	
Client/Agency Review		1	1	4		2	15	100	\$ 1,038	
Revision to Final		2	2	10		2		100	\$ 2,000	
<b>Subtotal Hours:</b>	<b>5</b>	<b>16</b>	<b>30</b>	<b>102</b>	<b>25</b>	<b>12</b>	<b>30</b>	<b>225</b>	<b>\$ 22,776</b>	<b>\$ 22,776</b>
<b>Subtotal Cost:</b>	<b>\$ 1,000</b>	<b>\$ 2,880</b>	<b>\$ 4,800</b>	<b>\$ 10,710</b>	<b>\$ 2,125</b>	<b>\$ 1,020</b>	<b>\$ 16</b>	<b>\$ 225</b>	<b>\$ 22,776</b>	

**Total Cost of Planning Phase Services: \$ 22,776**



**Doña Ana Mutual Domestic Water  
Consumers Association**

**EMPLOYEE HANDBOOK**

Effective August 3, 2017



## **Vision Statement**

**Our vision is to be the champion in ensuring quality of life for a greater community by providing, protecting, and extending water and sanitation services through excellence in leadership.**

## **Mission Statement**

**Doña Ana Mutual Domestic Water Consumers Association is committed to provide quality water and sanitation services for members of our community.**

## Introductory Statement

This Handbook is designed to acquaint you with **Doña Ana Mutual Domestic Water Consumers Association** (“the Association”) and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the **Association** to benefit employees. It is not intended to be comprehensive or address all possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Executive Director.

This Handbook supersedes all previous manuals or handbooks. Please sign the acknowledgment form at the back of this Handbook and return it to the Executive Director or any individual in Administration. This provides the Association a record that you received and reviewed the Handbook

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*The policies and guidelines set forth herein do not, in any way, alter the at-will nature of the employment relationship that employees have with Doña Ana Mutual Domestic Water Consumers Association. The Association may change any of these policies or guidelines at any time without prior notice to employees.*

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*The policies and guidelines set forth herein do not, in any way, alter the at-will nature of the employment relationship that employees have with Doña Ana Mutual Domestic Water Consumers Association. The Association may change any of these policies or guidelines at any time without prior notice to employees.*

## **NATURE OF EMPLOYMENT**

This Handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind.

In order to retain necessary flexibility in the administration of policies and procedures, the Association reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this Handbook, except for its policy of employment-at-will for probationary employees.

**The nature of employment is subject to a one-year probationary period from the date of hire. All new or rehired employees work on a probationary at-will basis for one-year from the date of hire. Any excused absence of more than three days will automatically extend a probationary period by the length of the absence. There shall be no unexcused absences during the probationary period. The Association uses this period to evaluate employee capabilities, work habits, and overall performance. Probationary at-will employees may be terminated by the Association at any time, with or without cause or notice.**

**All employees with more than one-year employment with the Association will be deemed regular full-time employees eligible for accrual of benefits. Regular full-time employees may be terminated by the Association only for just cause and with notice pursuant to the policies and procedures outlined by this Handbook. The policies and procedures set forth herein may be revised or eliminated at any time and for any reason by action of the Board of Directors.**

**All requirements or goals of the Association set forth in this Handbook are subject to approved budgets of the Association and the availability of funds to the Association. No one has authority to alter this relationship except by written agreement signed by the Executive Director of the Association.**

**Employees are advised that disciplinary action up to and including termination may result if any policy or work rule within this Handbook is violated.**

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Association prohibits discrimination in any form on the basis of age, race, color, religion, sex, national origin, ancestry, physical or mental handicaps, serious medical conditions, disability, spousal affiliation, citizenship, sexual orientation, gender identity or veteran status, military service, or obligation or any other legally prohibited criteria. This policy of nondiscrimination applies to employment practices and procedures including:

- ◆ Opportunities for training;
- ◆ Opportunities for placement, transfer, promotion and upgrading;
- ◆ Rates of pay and other forms of compensation including benefits;
- ◆ Disciplining, downgrading, layoff and termination of employment;
- ◆ Use of organization facilities and participation in organization activities; and
- ◆ An opportunity to work in an environment free from unlawful harassment.

## **Equal Employment Opportunity**

It is the policy of the Association to ensure equal employment opportunity without discrimination or harassment on the basis of age, race, color, religion, sex, national origin, ancestry, physical or mental handicaps, serious medical conditions, disability, spousal affiliation, citizenship, sexual orientation, gender identity or veteran status, military service or obligation, genetic information or any other characteristic protected by law. The Association prohibits any such discrimination or harassment.

## **Harassment–Nondiscrimination/Anti-Harassment Policy and Complaint Procedure**

The Association is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Association expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment. Accordingly, the Association will not tolerate any form of harassment against co-employees, whether by executives, managers, co-workers, the Association’s vendors or other third parties. Likewise, harassment of or by our clients/customers, vendors or other third parties by associates is prohibited by this policy. Employees have a responsibility under this policy to make it known promptly, through the avenues identified herein, whenever they experience or witness harassment or offensive behavior.

The conduct prohibited by this policy includes any verbal or physical conduct that may reasonably be perceived as denigrating or showing hostility toward an individual because of the individual’s race, color, religion, gender, national origin, age, veteran status, sexual orientation, disability, genetic information or other status protected by law. Among the types of conduct prohibited by this policy are epithets, slurs, negative stereotyping and intimidating acts based on an individual’s protected status and the circulation or posting of written or graphic materials that show hostility toward an individual because of his or her protected status.

Even when the conduct is not sufficiently severe or pervasive to constitute actionable harassment, the Association prohibits such conduct in the workplace. Further, this policy prohibits any conduct that could be perceived as harassment by an employee, even though such conduct is not directed at the employee’s protected status. Such conduct includes behavior that is disrespectful of others or is designed to taunt, humiliate, ridicule, isolate or embarrass another employee or interfere with the employee’s ability to do his or her job.

## **Sexual Harassment**

Sexual harassment is a problem that deserves special mention. Sexual harassment includes unwelcome sexual advances, requests for sexual favors and all other verbal or physical conduct whereby submission to such conduct becomes a term or condition of employment, the basis for an employment decision or creates an intimidating, hostile or offensive working environment.



No supervisor or manager has the authority to grant or deny promotions or force any change in job status on the basis of provision or denial of sexual favors. Same-sex sexual harassment is also specifically prohibited by this policy. Sexual harassment is not limited to explicit demands for sexual favors, but also may include such actions as sexually-oriented kidding, teasing or jokes; repeated offensive sexual flirtations, advances or propositions; obscene or sexually oriented language or gestures; display or circulation of obscene or sexually oriented printed or visual materials and offensive physical contact such as grabbing, patting, pinching or bruising against another's body.

Any hostile conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in the harassment and the individual being harassed are of the same or different genders. This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation.

### **Reporting and Investigation**

Any employee who witnesses or experiences conduct that he or she believes to be inconsistent with this Equal Employment Opportunity policy must report that conduct promptly to his or her manager, any Supervisor, the Executive Director or any member of management. Employees in those situations should take every possible step to make sure that their concerns are reported to one or more of the persons specified above. Only they are authorized to receive and act upon complaints of unlawful harassment or discrimination. This complaint procedure is specifically designed so that employees have a mechanism for bypassing a supervisor he or she believes is engaged in prohibited conduct under this policy. Employees are also expected and encouraged to inform others in the workplace that their conduct is unwelcome or offensive.

All reports describing conduct that is inconsistent with this policy will be promptly and fully investigated. Confidentiality will be maintained to the fullest extent possible given the needs of the investigation. Corrective action will be taken when found appropriate. Violations of this policy, as well as any inappropriate conduct that may be found in investigating reports made under this policy, may result in disciplinary action up to and including termination of employment, even if no unlawful harassment occurred.

Employees who report harassment or discrimination, register a complaint pursuant to this policy or participate in an investigation of harassment or discrimination are protected from any form of retaliation. Intentionally providing false information in a report of harassment may result in disciplinary action up to and including termination.

### **Americans with Disabilities Act**

The Association is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA") and the Americans with Disabilities Act Amendments Act ("ADAAA") (collectively referred to as "the ADA"). It is the organization's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, the Association

will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Association aware of his or her disability where possible, provided that such accommodation does not constitute an undue hardship on the Association.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact any member of Management. The Association encourages individuals with disabilities to come forward and request a reasonable accommodation.

On receipt of an accommodation request, any member of management and a supervisor will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Association might make to help overcome those limitations.

The Association will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the Association's overall financial resources and organization and the accommodation's impact on the operation of the Association, including its impact on the ability of other employees to perform their duties and on the Association's ability to conduct business.

The Association will inform the employee of its decision on the accommodation request.

The ADA does not require the Association to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items. An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify any member of management. All such inquiries or complaints will be treated as confidential to the fullest extent possible.

### **No Retaliation**

Consistent with its Equal Employment Opportunity policy, the Association encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the Association to promptly and thoroughly investigate such reports. The Association prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors. Individuals making complaints must be cautious to avoid baseless allegations; employees who intentionally make false allegations are subject to disciplinary action in accordance with the Association policies.

## **Individuals and Conduct Covered**

These Equal Employment Opportunity policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to the Association (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

## **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

In compliance with the Immigration Reform and Control Act of 1986 (IRCA), the Association will hire only individuals legally authorized to work in the United States. Therefore, the Association requires that all employees complete the Form I-9 no later than their first day of employment and provide all documentation legally required at that time. Employees working under temporary permits are required to keep their work status current. Whenever employees have any status change affecting their work authorization, they must notify a member of the management team immediately. If an employee is no longer legally able to work in the United States (for example- expiration or revocation of permit/visa) the Association can no longer employ him/her.

## **EMPLOYEE MEDICAL EXAMINATIONS**

All applicants for employment with the Association are required to undergo a pre-employment drug test, alcohol screening, and a background investigation following a contingent offer of employment. A health professional of the Association's choice will perform the drug test and alcohol screening at the Association's expense. Employment is contingent upon satisfactory results of the tests, and investigation.

Operations staff will be required to receive vaccinations as designated by the Association. An employee may be exempted from the vaccination requirement for up to one year on health or religious grounds, upon submission of either: a certificate of a duly licensed physician stating that the current physical condition of the employee is such that immunization would seriously endanger his/her health, or an affidavit or written and signed affirmation from an officer of a recognized religious denomination that the employee is a bona fide member of a religious group whose religious teaching requires reliance upon prayer or spiritual means alone for healing, or does not permit the administration of vaccine or other immunizing agent.

## **PERSONNEL RECORDS AND PERSONAL DATA CHANGES**

It is important that employee personnel files contain current information regarding each employee. Employees should inform the administration immediately whenever there is a change in personal information such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency, educational accomplishments and other personal data. Employees whose duties include driving shall notify the Association of any changes in medication, citations or changes in driving record in writing. Personnel files are the property of the Association

## **EMPLOYMENT APPLICATIONS**

The Association relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data provided may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## **EMPLOYMENT CATEGORIES**

**Regular Full-Time Employees** are those who are regularly scheduled to work more than 32 hours in a workweek. Such employees are eligible to accrue and use benefits provided herein upon successful completion of any preliminary period(s).

**Part-Time Employees** are those who are hired and regularly scheduled to work thirty-two hours, or less, in a workweek.

**Temporary or Contract employees** are assigned to work with the Association but are not eligible for any employee benefits and should check with their own employer (the temporary employment agency) with regard to their employers' policies and procedures.

## **CONFLICT OF INTEREST POLICY**

A conflict of interest may exist when the interests or potential interests of any director, officer, or employee, or that person's close relative, or any individual, group, or organization to which the person associated with the Association has allegiance, may be seen as competing with the interests of the Association, or may impair such person's independence or loyalty to the Association. A conflict of interest is defined as an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any director, officer or employee in a manner that is adverse to the interests of the Association. This policy is directed not only to Board members and officers, but to all employees of the Association.

There exists between the Association and its board, officers and employees a fiduciary duty that carries with it a broad and unbending duty of loyalty and fidelity. The board, officers and employees have the responsibility of administering the affairs of the Association honestly and prudently and of exercising their best care, skill and judgment for the sole benefit of the Association. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with the Association or knowledge gained there from for their personal benefit. The interests of the Association must have the first priority in all decisions and actions.

Conflicts of interest may arise in the relations of directors, officers and employees with any of the following third parties:

- Persons and firms supplying goods and services to the Association
- Persons and firms from whom the Association leases property and/or equipment

- Persons and firms with whom the Association is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities or other property
- Competing or affinity organizations
- Donors and others supporting the Association
- Recipients and grants from the Association
- Agencies, other organizations and associations that affect the operations of the Association
- Family members, friends and other employees

A material conflicting interest may be defined as an interest, direct or indirect, with any persons and firms mentioned above. Such an interest might arise, for example, through:

- Owning stock or holding debt or other proprietary interests of more than 5% in any third party dealing with the Association
- Holding office, serving on the board, participating in management or being otherwise employed (or formerly employed) by any third party dealing with the Association
- Receiving remuneration for services with respect to individual transactions involving the Association
- Using the Association's time, personnel, equipment, supplies or goodwill other than for approved Association activities, programs and purposes
- Receiving personal gifts or loans from third parties dealing with the Association. Receipt of any gift is disapproved except gifts of nominal value that could not be refused without discourtesy. No personal gift of money should ever be accepted.

The areas of conflicting interest listed above and the relations in those areas that may give rise to conflict listed herein are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the trustees, officers and employees will recognize such areas and relation by analogy.

The fact that one of the interests described above exists does not necessarily mean that a conflict exists or that the conflict if it exists is material enough to be of practical importance, or if material that upon full disclosure of all relevant facts and circumstances that it is necessarily adverse to the interests of the Association.

However, the existence of any of the interests described above shall be disclosed on a timely basis and always before any transaction is consummated. It shall be the continuing responsibility of board members, officers and employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

Directors having a conflict of interest with the Association shall notify the Board Chair of such conflict. Employee disclosures should be made to the Executive Director, who shall determine whether a conflict exists and is material, and if the matters are material, will bring them to the attention of the Board or designated committee.

The Board shall determine whether a conflict exists and is material and in the presence of an existing material conflict, whether the contemplated transaction may be authorized as just, fair and reasonable to the Association. The decision of the Board on these matters will rest in its sole

discretion and its concern must be the welfare of the Association and the advancement of its purpose.

The minutes of the next meeting of the Board or its committee shall reflect that the conflict of interest was disclosed, that the interested did not vote.

Transactions with related parties may be undertaken only if all of the following are observed:

- A material transaction is fully disclosed in the audited financial statements of the organization;
- The related party is excluded from the discussion and approval of such transaction;
- A competitive bid or comparable valuation exists; and
- The Association's Board has acted upon and demonstrated that the transaction is in the best interest of the Association.

All employees will be asked to complete a certification upon becoming employed and on an annual basis thereafter regarding agreement with the policy and disclosure of any known conflicts of interest. Likewise, each Director will be asked to complete such a certification of agreement.

## **SECURITY AND CONFIDENTIAL INFORMATION**

The security of employees, employee property, customer information and Association property is of vital importance to the Association. All employees share responsibility to ensure that proper security is maintained. Any breach of security should be reported promptly to a supervisor or to the Executive Director.

Association property includes not only tangible property, like computers and equipment, but also intangible property such as information. Of particular importance are proprietary information and confidential information. Proprietary information includes all information obtained by the Association employees during the course of their work. These policies, for example, contain proprietary information. Confidential information is any Association information that is not known generally to the public or industry. Customer information and files, personnel files, computer records, financial and marketing data, formulas and trade secrets are examples of confidential information.

Employees may not disclose or use proprietary or confidential information except as their jobs require. Employees should ensure that no conversation or personal communication, either at or away from work, gives any third party access to any proprietary or confidential information of the Association. Reasonable precautions shall be used to protect sensitive information that is transmitted utilizing the Association's services and to protect the Association's and client/customer's information by adhering to the following:

- Employees may only access employee/customer information that is essential to the performance of job specific responsibilities.

- Employees are not authorized to access, utilize, discuss, copy, distribute or retain any employee or customer information that is not necessary for the performance of specific job responsibilities.
- No employee or customer information of any nature should be visible to other office personnel who do not share job functions.
- No personally identifiable employee or customer information should be left unattended or left visible on an employee's workstation or computer monitor when the employee is not present.
- Employees should not divulge any other employee's or customer's information of any nature to any third party, unless directed to do so by the employee whose information is requested.
- Employees must shred any printed personal employee or customer information and it should not be disposed of in common trash containers.
- Employees may never remove any employee or customer files or information from the Association's offices without the express permission of the Executive Director.
- Employees must ensure that customers calling to inquire about their information are able to provide information that clearly establishes their identity before giving them any information.

Nothing in this policy should be construed or interpreted to restrict an employee's rights under Section 7 of the National Labor Relations Act. Any employee with questions about this policy may seek the advice of a supervisor or the Executive Director. Employees who have remote access privileges are governed by these same security policies. Anyone who violates these policies may be subject to discipline, discharge and/or legal action.

## **PERFORMANCE EVALUATIONS**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted on an annual basis, at the end of each fiscal year and as scheduled by the supervisor. This period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the position.

## **EMPLOYEE BENEFITS**

### **Vacation Leave Benefits**

Vacation Leave, which is time off with pay, is available to regular, full-time employees.

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

- Before five (5) years of eligible service, the employee is entitled to accrue ten (10) vacation days each year.
- After five (5) years of eligible service, the employee is entitled to accrue fifteen (15) vacation days each year.



- After eleven (11) years of eligible service, the employee is entitled to accrue twenty (20) vacation days each year.

Vacation leave accrues each pay period, at the rate applicable to the employee. For example, an employee with less than five (5) years of eligible service will accrue vacation leave at the rate of 3.0769 hours per pay period. After five (years) of eligible service, leave will accrue at a rate of 4.6154 hours per pay period. After eleven (11) years of eligible service, leave will accrue at a rate of 6.1538 hours per pay period. Vacation leave may be accumulated at no more than 80 hours, plus the annual amount accrued by that employee. Any unused vacation leave over this accumulated amount is lost and the Association will not compensate the employee for that loss. Upon termination of employment, the Association will compensate an employee for unused accrued vacation leave up to a maximum of 80 hours, at the hourly rate applicable to that employee at the time of termination, unless the employee has failed to complete one year of service.

Employees can request use of vacation leave after it is earned and accrued, except that a new employee cannot use accrued vacation leave until after one full year of full-time employment. Paid vacation time can be taken in minimum increments of one hour. To take vacation time off, employees should request vacation three (3) days in advance of the time to be taken, for approval from their supervisor(s). Employee annual leave requests will be reviewed based on a number of factors, including business needs and staffing requirements. Employees are encouraged to take accrued vacation leave within their benefit year.

Vacation Leave is paid at the employee's base pay rate at the time of vacation. It does not include overtime.

For any employee who has accrued unused vacation benefits prior to adoption of this policy, the accrued time shall remain available to the employee. For supervisors, approval of requested vacation leave must be obtained from the Executive Director. The Executive Director must get approval from the Board Designee.

### **Holidays**

The Association will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans' Day (November 11)
- Thanksgiving (Fourth Thursday of November)
- Day after Thanksgiving (Fourth Friday of November)
- Christmas Eve (December 24)
- Christmas (December 25)

The Association will grant paid holiday time off to regular full-time employees. Holiday pay will be calculated based on the employee's regular time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would otherwise have worked on that day. To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. Paid time off for holidays will be counted as hours worked for the purposes of determining whether overtime pay is owed.

- Holiday time off in conjunction with vacation leave is allowed provided:
  1. An employee submits a written request two (2) weeks prior to the holiday and receives supervisory approval;
  2. A verified emergency occurs affecting the health and welfare of an immediate family member.
- Management may approve an employee's request to take holiday time off in conjunction with vacation leave, depending on the needs of the Association.
- Holiday pay in conjunction with sick leave qualifies only if sick leave is verified with a physician's statement.

### **Workers' Compensation Insurance**

The Association provides comprehensive workers' compensation insurance at no cost to employees; the insurance generally covers injuries or illnesses sustained in the course of employment that requires medical, surgical, or hospital treatment. Employees who sustain work related injuries or illnesses should inform their supervisor immediately. **No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.**

Eligible employees may be allowed to use accrued benefits combined with worker's compensation insurance benefits, if the employee's regular rate of pay is not exceeded.

### **Sick Leave**

The Association provides paid sick leave to regular full-time employees for periods of temporary absence from work due to illness or injuries. Sick leave may be used when an employee is genuinely ill. Any employee who reports for work and who is, in the judgment of a supervisor, too ill to work or endangers the health of customers or other employees may be sent home by a supervisor; the employee must use the employee's available, accrued sick leave will be considered as "leave without pay" or will be required to use vacation leave if the employee has no accrued sick leave at that time.

An employee will accrue sick leave at the rate of one day per full month of full-time employment service. Sick leave will be credited to an employee's sick leave account at the end of each month. Sick leave can only be used with appropriate notification to the employee's supervisor. A new employee accrues sick leave from the first date of employment but cannot use accrued sick leave unless and until the employee has completed ninety calendar days of full-time employment.

Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave for an absence due to their own illness or injury and may use sick leave to attend to a family member.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor and/or the designees before the scheduled start of their workday if possible but no later than fifteen (15) minutes before the start of the workday. The direct supervisor must also be contacted before the start of each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the illness or injury which prevented the employee from working and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well (i.e., sick leave used in conjunction with holidays, vacation, or weekends) and may be required as a condition to receiving paid sick leave. Before returning to work from a sick leave absence of three (3) calendar days or more, an employee must provide a physician's verification that he or she may safely return to work.

Benefits will be calculated based on the employee's base pay rate at the time of absence.

Sick leave is intended solely to provide income protection in case of illness or injury. The employee may be required to provide proof of illness by a physician

Whenever an employee has been absent from duty because of an injury off the job or prior to the onset of workers' compensation coverage, or has been absent from duty for three (3) or more consecutive workdays, employee shall present to his supervisor a written statement from a physician confirming the employee's ability to return to his/her regular job duties, or setting forth any limitations on his/her ability to work. The Health Provider shall notify the employee's supervisor of any limitations on the employee's ability to work and the supervisor shall determine if any work is available consistent with the physical limitations.

An employee may use sick leave for his/her own illness or to visit a doctor, laboratory or other medical facility and may also use sick leave to stay home and care for a child or spouse when no other caregiver is available. Supervisors may require a physician's statement or request that other care giving arrangements be made. *When an employee becomes ill while on annual leave, sick leave can be substituted for annual leave only upon presentation of a physician's written statement.*

An individual employee's unused sick leave may be accumulated up to 480 accrued hours. Sick leave beyond 480 hours is lost if not used. Accrued sick leave balances may be carried over from calendar year to calendar year, but never in excess of 480 accrued hours. No payment for accumulated unused sick leave will be made by the Association.

### **Time Off to Vote**

The Association encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees because of their work schedules are unable to vote in an election, the Association will grant an appropriate amount of time off work for the employee to vote.

Employees whose work day begins within two hours of the polls opening and ends less than three hours before polls close, are entitled to up to two paid hours leave to vote. The Association can set the time for leave to vote.

### **Bereavement Leave**

Full-time employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

- Up to three (3) days of paid bereavement leave is allowed by the Executive Director as necessary for such bereavement leave.

Bereavement Leave pay is calculated based on the base pay rate at the time of absence.

Bereavement leave for the death of an immediate family member will normally be granted unless there are unusual business needs or staffing requirements. Employees may use, with their supervisors' approval, two (2) days of any available paid leave for additional time off as necessary.

The Association defines immediate family as the employee's spouse, parent, child, sibling, employee's spouse's parent, child or sibling; the employee's child's spouse; grandparents or grandchildren; stepfather, stepmother, or stepchildren, or any in-law at any of these levels.

The Association may require reasonable proof, satisfactory to the Association, of the death of an immediate family member.

## **FAMILY AND MEDICAL LEAVE ACT**

### **Medical Leave**

The Association provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition of disability apart from an injury on the job. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions.

Regular Full-Time Employees are eligible to request medical leave as described in this policy:

Eligible employees should make requests for medical leave to their supervisors at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the Association. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees who are granted a medical leave for the period of the disability, may use up to a maximum of sixty (60) days of sick leave (i.e., 480 hours of sick leave) and/or any accrued vacation time. Any combination of medical leave and family leave may not exceed this maximum limit. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Employees will be required to first use any accrued paid leave time before taking unpaid medical leave.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational injuries.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance will be provided by the Association until the end of the first full month of medical leave. Provided employees are not on accrued paid time off, employees will become responsible for the full costs of the medical insurance if they wish coverage to continue. When the employee returns from medical leave, the Association according to the applicable plans will again offer health insurance through its group plan.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the Association with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee may be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return dates, the Association will assume that the employee has resigned. The employee shall be notified by certified mail at the current residential address on record in the personnel file.

### **Family Leave**

Under the Family and Medical Leave Act (FMLA), the Association provides family leaves of absence without pay to eligible employees who wish to take time off from work duties due to a serious health condition, to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. Leave will also be granted for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty, or called to active duty status, and deployed to a foreign country as a member of the Regular Armed Forces, the National Guard or Reserves.

An eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including the National Guard or Reserves, with a serious injury or illness will be granted up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the service member.

An employee is eligible for FMLA leave if the employee has worked for the Association at least 12 months and has at least 1,250 hours of service for the Association over the past 12 months.

All requirements of the FMLA and its regulations must be met by the requesting employee for any FMLA leave.

An eligible employee should make a written request for family leave to the employee's supervisor at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events. Requests will be presented to the Executive Director for final approval.

Eligible employees may request up to a maximum of twelve (12) weeks of family leave within any twelve (12) month period. Any combination of family leave and medical leave may not exceed this maximum limit. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than ten (10) calendar days. Employees will be required to first use any accrued paid leave time before taking unpaid family leave.

The Association will continue to provide existing health insurance for an employee while the employee is on approved family leave. The employee will continue to be responsible for any premiums that are currently not being paid by the employer. In some instances, the Association may recover premiums it paid to maintain health coverage for an employee who fails to return to work following FMLA leave.

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide the Association with at least two weeks advance notice of the date the employee intends to return to work. When family leave ends, the employee may be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the Association will assume that the employee has resigned. The employee shall be notified by certified mail at the current residential address on record in the personnel file.

If there is any inconsistency between the FMLA provisions of this Handbook and the FMLA itself, or its regulations, the FMLA and FMLA regulations will control.

### **Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

The portion of any military leaves of absence more than two weeks will be unpaid. However, employees may use any available paid time off (i.e., vacation or compensatory) for the absence.

Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they work have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

**Employee requests for Medical, Family, or Military leave are subject to approval of the Executive Director.**

### **Pregnancy-Related Absences**

The Association will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this Handbook and all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and childcare, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family medical leave.

## **HEALTH INSURANCE**

The Association makes available to Regular Full-Time Employees and their dependents medical, vision and dental insurance benefits. Medical health insurance benefits shall be available the first of the following month after 60 calendar days of full time employment

The insurance premium for the Association's Medical Health Insurance Plan for the Employees is paid by the Association. An eligible employee who wants Health Insurance for his/her dependents will be required to pay the premium of such coverage.

Eligible employees participate in the health insurance plan subject to all terms and conditions of the agreement between the Association and the insurance carrier(s).

Details of the health insurance plan and information on the cost of coverage will be provided in advance of enrollment. The Executive Director will provide information about health insurance benefits.

### **Vision**



Vision care insurance is also provided through VSP. Details of the vision plan and information on the cost of coverage will be provided in advance of enrollment. The Executive Director will provide information about vision benefits.

### **Dental**

Dental care insurance is provided through Delta Dental. Details of the dental plan and information on the cost of coverage will be provided in advance of enrollment. The Executive Director will provide information about dental benefits.

The cost of this insurance and the contribution to that, if any, by the Association may change periodically with notice to the employee.

### **LIFE INSURANCE**

Accidental Death and Dismemberment (AD&D) insurance coverage is provided to Regular Full-Time Employees as part of the Association's basic life insurance plan.

Employees will participate in the life insurance plan subject to all terms and conditions of the agreement between the Association and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. The Executive Director will provide information about life insurance benefits and the cost to the covered employee of securing such benefits. The cost of life insurance may change periodically with notice to the employee.

### **JURY DUTY**

The Association encourages employees to fulfill their civic responsibility by honoring the call to jury duty when required. An employee in a regular full-time position, who is ordered to serve on a jury, shall be allowed the necessary time to be absent from work at his/her regular pay, provided he/she turns over any fee received for jury duty to the Association. Upon presentation of a jury duty subpoena or notice issued by the appropriate court, the Association will convert the employee's usual shift to a regular, five (5) day Monday through Friday (forty (40) hours per week) shift during the period of time they are subject to reporting to the court for jury duty. The employee may be required to work standby or weekends. Employees are expected to report for work whenever the court schedule permits.

### **EDUCATIONAL ASSISTANCE**

The Association may reimburse tuition costs for Regular Full-Time employees, on the active payroll and who are performing their job satisfactorily. The Employee must maintain a "B" or better on all courses taken in order to be eligible for reimbursement.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a higher-level position in the organization in order to be reimbursable. The Association has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable- future position and whether reimbursement will be offered to an employee. If an employee desires tuition reimbursement, he/she must provide

information about the course and a written request for reimbursement to his/her supervisor for consideration, along with a degree plan. The supervisor will bring the request before the Executive Director for a determination. The degree plan will be reviewed and the employee will be notified of classes eligible for reimbursement. The request must be made and approved by the Executive Director prior to enrolling in the course(s).

While educational assistance is expected to enhance employee performance and professional abilities, the Association cannot guarantee that participation in formal education will entitle the employee to advance, receive a different job assignment, or receive pay increases.

## **OPERATOR CERTIFICATION PROGRAM**

The Association encourages employees in the Operating Department to become “Certified Operators” at the highest practical level. To that end, the Association will pay for the costs of training materials and for time spent in testing for certifications. As time and circumstances permit, the Association will provide related certification training on paid time for employees engaged in such training.

The Association will provide travel expense reimbursement for off-site training/testing as provided in the State’s Per Diem Act with prior approval of the Executive Director.

It is the obligation of the employee to successfully participate in the certification training. Failure to pass after the first attempt will bar that employee from certification training at the Association’s expense for that particular level, unless authorized by the Executive Director. Failure to pass certification examinations after a fourth attempt will bar that employee from certification testing at the Association’s expense for that particular level.

A Regular Full-Time Employee, who is directed to take job-related training at the expense of the Association, will be paid for time at such training not to exceed eight (8) hours in a calendar day and will be reimbursed for expenses incurred as provided in state governing regulations.

While certification training assistance and other directed training is expected to enhance employee performance and professional abilities, the Association cannot guarantee that participation in formal certification classes will entitle the employee to advancement, a different assignment, or pay increases.

## **EMPLOYEE CONDUCT AND WORK RULES**

To ensure orderly operations and provide the best possible work environment, the Association expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. Employees are expected to comply with these internal rules of conduct as well as requirements from federal, state, and local laws. It is each employee’s responsibility to learn and abide by these internal rules; ignorance of these work rules is not an acceptable excuse.

It is not possible to list all the forms of behavior that are considered **unacceptable** in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Unauthorized removal or possession of property
- Falsification of timekeeping records
- Working and/or operating Association vehicles or equipment, under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned, leased, rented, or customer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system or other employer-owned equipment
- Unauthorized disclosure of business “secrets” or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Use of company equipment, vehicles, tools, or materials for personal use
- Use of equipment or vehicle without prior approval
- Engaging in criminal conduct in or affecting the workplace
- Engaging in gossip that affects productivity, employee morale, or contributes to a negative work environment
- The use of smoke and smokeless tobacco products and e-cigarettes in prohibited areas.

## **ATTENDANCE AND PUNCTUALITY**

Absenteeism and tardiness places a burden on other employees and on the Association. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible but no later than fifteen (15) minutes before the work shift begins.

Violations of this policy will result in disciplinary action up to and/or including termination.

The general work schedule is 8:00 a.m. - 5:00 p.m. Monday through Friday, unless notified by a supervisor of changes to individual or department schedules.

The Operations Department may be on a modified schedule for the summer time. The modified time will be determined annually by the Operations Manager and the Executive Director.

## **OPEN DOOR POLICY**

The Association promotes an atmosphere whereby employees can talk freely with members of the management staff. In addition to the policies above, employees are encouraged to openly discuss any problems with their supervisor(s) so that appropriate action may be taken. If the supervisor cannot be of assistance, the administrative team, and specifically the Executive Director, is available for consultation and guidance. The Association will attempt to keep all such expressions of concern, their investigation, and the terms of their resolution confidential, recognizing however, that in the course of investigating and resolving the concerns some dissemination of information to others may be appropriate.

Employees are encouraged to raise work-related concerns with their immediate supervisor as soon as possible after the event that causes the concerns. Alternatively, if an employee believes that his/her immediate supervisor is not the appropriate person with whom to raise the concern, the employee may raise it with a member of management.

Employees are encouraged to pursue discussion of work-related concerns with management until the matter is fully resolved. It may not always be possible to achieve the result the employee wants, but if not, the Association will attempt in each case to explain why. The Association believes that employee concerns are best addressed through informal and open communication. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

## **Internal Complaint Policy**

Employees are afforded the opportunity to seek internal resolution of their work-related complaints. This policy is intended to supplement the Open Door Policy set forth above, which states the philosophy of the Association that all employees have free access to their immediate supervisors or to other supervisors of their choice to informally express their work-related concerns. The Association will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination to others may be appropriate.

Complaints should be filed as soon as possible after the date of the events that give rise to the work-related concern, by completing a Complaint Form available from administration. Complaint Forms must be filled out completely and must set forth in detail the bases for the complaint. The original Complaint Form must be sent to the administration.

The administration will date and log all Complaint Forms and send an acknowledgement to the employee that the complaint is under review.

The Executive Director or his/her designee will investigate the allegations of the complaint by meeting separately with the complaining employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint.

Upon completion of the review, the employee will receive an oral explanation of the conclusion reached and the reasons for that conclusion.

Employees who have filed a complaint in good faith will not be unlawfully disciplined or otherwise retaliated against, even if the Association does not agree with the complaint.

## **DRESS CODE**

The following information is intended to serve as a guide to help define appropriate business wear for employees in the Administration and other Staff Departments. (Operations Department appearance and clothing is addressed elsewhere in the Handbook.)

Not all clothing is appropriate for the office. Business wear means clean, neat, pressed, professional clothing.

Listed below is a general overview of acceptable business wear as well as a listing of some of the more common items that are not appropriate for the office. Obviously, neither group is intended to be all-inclusive. Rather, these items should help set the general parameters for proper business wear and allow employees to make intelligent judgments about items that are not specifically addressed. Examples of acceptable business wear include:

- Dress slacks
- Dress capris (below the knee)
- Dark wash jeans (Friday Only) **[white or other color jeans??]**
- Skirts (no denim except on Friday)
- Dress shoes

Examples of inappropriate clothing items that cannot be worn include:

- Jeans that are worn or faded
- Short skirts
- Sweat pants
- Warm-up or jogging suits or pants
- Shorts
- Bib overalls
- Spandex or other form fitting pants or capris
- Visible undergarments
- Slippers
- Flip flops
- Athletic shoes
- Other causal shoes

## **UNIFORM/BOOT POLICY**

Operations employees will wear regulation uniforms. Uniforms will consist of button-down, collared, long- or short-sleeve shirt, or polo shirt and denim pants in good condition and not worn or faded. It is the responsibility of each employee to maintain clean uniforms in good repair.

### **Shirt**

- a. Each operations employee shall be issued five (5) shirts. Thereafter, employees will be issued five (5) new replacement shirts each following year.
- b. The employee's name tag and/or identification badge will be worn above the right pocket of the shirt.
- c. The Association logo patch will be worn over the left pocket of the shirt. All shirts will be worn tucked in.
- d. The Association logo/patch must be removed from shirts and turned in at the time of annual replacements or when the employee separates from employment.
- e. The Association will provide disposable coveralls for employees to use when excessive grease or grime might ruin their uniforms. In addition, rubber boots are available so safety boots will not be ruined when used in water.

### **Caps**

Operations employees will be issued two (2) caps per year, provided the employee elects to wear an Association cap. Other headwear may be worn with a supervisors' approval.

### **Pants**

- a. Each operations employee is issued five (5) pairs of denim pants per year. Thereafter, employees will be issued five (5) new pairs of replacement denim pants each following year.
- b. Return of previously issued pants is not required.
- c. It is expected that all employees, to whom uniforms are issued, will be in the uniform provided by the Association any time they are at work. The employee is responsible for keeping uniforms neat, clean and in good condition, with all patches, logos, etc. securely attached. No replacement uniforms for damaged uniforms will be authorized.

### **Safety Footwear**

Employees working in positions that place them at significant risk of foot injury will, as directed by their supervisor, wear safety boots (i.e., issued steel toe) of a type that will afford proper protection for that position at all times.

Based on approved budget, the Association will pay the first \$150.00 of the employee's cost of boots when purchased at the Dealer designated by the Association. Safety boots must meet the following conditions: minimum 6-inch lace-up, defined heel, and steel toe. Employees must turn in worn out safety boots before the Association will approve replacement boots.

Employees will obtain their safety shoes before reporting for their first day of work.

Any employee who is required to purchase and wear safety boots will wear such boots at all times while working for the Association. If any employee arrives for work without his/her safety footwear, he/she will be sent home without pay and may be subject to additional discipline at the discretion of his/her supervisor.

Upon termination of employment, employees must return issued clothing, tools, etc., before receiving final payment of accumulated pay or benefits. Employees who leave the Association within six (6) months of receiving safety footwear will have the cost of the safety shoe deducted from their final paycheck on a pro-rated basis.

### **Blood-Borne Pathogen Control**

The Operations Supervisor will evaluate the need for additional uniform services and institute special uniforms and uniform service, as appropriate to provide effective contamination control in areas where occupational exposure to blood-borne pathogens and other contaminants may exist.

### **PERSONAL APPEARANCE**

Employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions, during working hours. Employees must maintain good grooming and personal hygiene habits. Hair should be clean and neatly groomed. Employees overall appearance should exemplify professionalism.

Any employee who arrives at work improperly dressed may be asked to return home to change clothes and shall not be deemed to have arrived to work until properly dressed. The supervisor may consider the employee late if the employee does not return to work within a one (1) hour period. Employees, who report to work in clothing not in conformity with the dress code requirements, may be subject to disciplinary action up to and including termination.

### **TIMEKEEPING**

Every employee is responsible for accurately recording time worked and is encouraged to do so. Time worked is the time actually spent on the job performing assigned duties.

Non-exempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the employee's supervisor before it is performed.

It is the employee's responsibility to sign his/her time records to certify the accuracy of all time recorded. The supervisors will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record. Employees are prohibited from altering, falsifying, tampering with time records, or recording time on another employee's time record.

### **OVERTIME**



Employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must be reviewed and approved by the supervisor prior to performance of the work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay will be calculated based on paid status.

## **STANDBY**

Standby time is defined as non-duty hours when an employee is required to remain available by telephone or other electronic contact in order to be accessible to return to the workplace within a reasonable and pre-determined time, if called. Each employee on standby after regular working hours will receive adequate compensation for standby status at the designated rate of sixty-five dollars (\$65) a week, or nine dollars and twenty-eight cents (\$9.28) a day.

An employee who is working “standby” must meet the following criteria:

- 1) Thoroughly check the working status of the cell phone before “standby” status begins and maintain it in operational mode at all times;
- 2) Stay within cell phone range;
- 3) When notified by telephone, the employee must call in within five (5) minutes;
- 4) Must leave the location where the call is received within 10 minutes or less after receiving the call; and
- 5) Must arrive in “fit” condition. Failure to adhere to these criteria may result in the loss of standby pay for the period.

If an employee does not meet the criteria above, he/she will forfeit “standby” pay from the time of the first attempt to contact him/her to the end of the standby period and may be subject to disciplinary action.

The standby employee is expected to respond to telephone inquiries and SCADA false alarms during the on call period without additional compensation.

## **EMERGENCY CLOSINGS**

At times, emergencies and circumstances beyond Association control can disrupt operations; such circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, time off from scheduled work on the workday affected will be paid.

Employees not reporting to work due to an emergency closing must be immediately available to return to work in the event the emergency condition ceases to exist. Employees not available to return will not be paid for time off from work.

In the event an employee cannot make it into the office, he/she shall notify his/her supervisor prior to the beginning of his/her scheduled starting time.

- A. **DELAYS:** The Association will follow the local City/County Government schedule for weather delays in the morning and/or closings or early closures caused by inclement weather. If the City/County schedule is delayed, reflects an early closure, or a complete closure, the Association will be on a two-hour delay.
- B. **CLOSURES IN INCLEMENT WEATHER:** The Association will follow the local City Government schedule for weather closures, where the Association office is located for non-emergency personnel.

Employees are encouraged to use their judgment as to whether it is safe to drive to work from where they live. It is imperative that all employees contact their immediate supervisor in these situations.

## **PAYDAYS**

All employees are paid on a biweekly basis. Each payroll week consists of Monday 12:01 a.m. through Sunday 12:00 midnight. Each pay period will include earnings for all work performed through the end of the previous payroll period. All timesheets must be signed by the employee and must be turned in to the supervisor on Monday morning by 8:30 a.m. for the prior payroll week [immediately following the end of the payroll week]. Supervisors must sign and forward timesheets to the Executive Director by 9:30 a.m. to assure employees receive pay on the following Tuesday by 4:00 p.m.

In the event that a regularly scheduled payday falls on a holiday, employees will receive their pay the business day prior to the holiday.

## **BUSINESS TRAVEL EXPENSES**

The Association will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. The Association Board of Directors, or its Executive Director, must approve all business travel in advance.

Employees whose travel plans have been approved should make all travel arrangements through their supervisor or a designated staff member.

Expenses will be reimbursed on a per diem basis, based on the New Mexico Per Diem Act, or based on supported expenses incurred.

Only authorized out of town business travel that requires an overnight stay shall qualify for per diem.

Per diem and mileage allowances shall be paid in accordance with regulations of the New Mexico Department of Finance and Administration.

Should a company vehicle not be available, employees shall use their personal vehicle and qualify for mileage reimbursement.

Should more than one employee travel on business, employees must car pool, if possible.

Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed, consistent with the State Per Diem Act.

With prior approval, a family member or friend may accompany employees on business travel, except in a company vehicle, and when the presence of a companion will not interfere with successful completion of business objectives. Generally, an employee is permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

## **MEAL PERIODS**

All employees are provided with one meal period of sixty (60) minutes in length each workday. The workday is defined as any consecutive eight (8) hour period.

No employee shall be allowed to make up any time taken off his or her regular scheduled workday by working the designated mealtime unless approved by supervisor, based on work schedule.

When employees, due to an emergency work assignment, must work through the meal period, their supervisor may elect to provide a meal to the employee.

## **TOBACCO AND E-CIGARETTES**

The Association is a totally non-smoking organization. The use of smoke and smokeless tobacco products and e-cigarettes is prohibited in all areas controlled, occupied or used by the Association. This includes bathrooms, hallways, elevators, vehicles and stairwells. The use of smoke and smokeless tobacco products and e-cigarettes is allowed only in designated outdoor areas and during the break periods allotted.

## **USES OF EQUIPMENT AND VEHICLES**

When using Association equipment and vehicles, employees are expected to exercise care, perform required maintenance, keep the vehicle clean and follow all operating instructions, safety standards, and guidelines.

Employees must notify their supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Failure to notify the supervisor may subject the employee to disciplinary action.

Employee use of vehicles out of the service area for **personal use** is prohibited.

Employees must have and maintain a valid New Mexico Driver's License and must report any and all traffic violations to their immediate supervisor. The Association reserves the right to verify any employee's driving record and/or insurance coverage.

Employees required to use their personal vehicle must provide a copy of current insurance coverage and this proof must be provided on a semiannual basis.

Employees who are involved in an accident while traveling on Association business matters must promptly report the incident to their immediate supervisor and will be required to pass drug and alcohol testing. Vehicles owned, leased, or rented by the Association may not be used for personal use without prior approval.

The Association may monitor driving records on a monthly basis. Employees are expected to be in compliance with all local and state laws while operating Association equipment and vehicles and are not to use cell phones while operating such equipment or vehicles.

## **USES OF PHONE AND MAIL SYSTEMS**

The mail system is reserved for Association business purposes only.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

Personal calls at work are discouraged by the Association. No personal calls can be made or received on Association phone lines, except in emergency situations.

Personal phone calls may be made on personal cell phones, but only when necessary and with the supervisor's knowledge and control. Abuse of the privilege may result in disciplinary action. "Personal calls," as used here, also includes text messaging, emails, pagers and other communication devices.

No phone or radio calls shall be made or received while an employee is driving, operating machinery or engaged in construction. If driving, an employee shall pull over to the side of the road or into a parking area to make or receive a call.

### **Cell Phone Usage**

Employees may carry their personal cell phones with them while working for the Association or while using Association equipment, subject to the following restrictions:

- All personal calls or other cell phone communications will be received or made during break periods or lunch periods only.
- Other than during break periods, employees will neither take incoming nor make personal outgoing calls or other cell phone communications during work hours, except in case of emergency.
- Employees will not use personal or Association cell phones while operating any Association equipment or vehicles unless it is through a hands free device.
- The Association assumes no liability for loss or damage to employees' personal property, including personal cell phones carried on Association vehicles or equipment or left on Association property. Employees assume the risk of loss or damage to

personal cell phones or other personal electronic devices carried with them during their workdays.

- Use of personal cell phones during Association work hours is considered outside an employee's scope of employment.
- Anytime the Association or supervisor receives a complaint or suspects that an employee is violating this policy, the Association or the supervisor may require the employee to furnish personal cell phone records for the timeframe in question so that the Association can verify or negate the complaint or the suspected activity.

An employee should immediately notify his or her supervisor or manager of any violation of this policy. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment.

## **COMPUTERS AND EMAIL USAGE**

Association computers, computer files, the e-mail system, Internet access and the software furnished to employees are Association property and are to be used for Association business only, and not for personal use to communicate with friends or family or to access the Internet for personal purposes. While use of the computer, e-mail and Internet is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits, so long as it does not interfere with the employee's work.

The Association specifically prohibits the use of computers (including Internet access) and the e-mail system in ways that are disruptive, offensive to others or harmful to morale, including sexually explicit messages, images and cartoons, ethnic slurs, racial comments, off-color jokes or anything that could be construed as harassment or shows disrespect for others, defames or slanders others, or otherwise harms another person or business.

Employees shall not access the Internet to log onto any web sites that contain any such material, including any pornographic Web site, or any Web site that contains any discriminatory or disparaging message. Employees shall not access the internet to log onto any social media sites or instant messaging sites. Employees shall not use computers or the e-mail system for commercial messages of any kind or for messages of a religious or political nature, chain letters, solicitations, gambling or other inappropriate usage. E-mail and Internet access should be used in such a way that all transmissions, whether internal or external, are accurate, appropriate, ethical and lawful.

Illegal duplication of software or violation of copyright laws by the duplication or sharing of software, or the distribution of copyrighted material, is strictly forbidden. Also, an employee shall not use a password, access a file or retrieve a stored communication that is not normally accessible to that employee.

In order to enforce these policies, computer, Internet and e-mail usage may be monitored by the Association, including retrieving and reading e-mail messages and other computer files, and monitoring of Internet traffic. *Therefore*, e-mail messages and other use of the Association's computers is not confidential, and even though an Association employee may be issued a private password or other private access code to log in to the computer, the employee has no *expectation of privacy* with regard to the employee's use of the system.

Each employee should immediately notify his or her supervisor or manager of any violations of this policy. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment.

### **Workplace Monitoring**

Workplace monitoring may be conducted by the Association. Employees who regularly communicate with customers may have their telephone conversation monitored or recorded.

Computers furnished to employees are the property of the Association. As such, computer usage and files may be monitored or accessed.

### **VISITORS IN THE WORKPLACE**

To provide for the safety and security of employees and the facilities at the Association, only authorized visitors are allowed in the workplace.

For safety and security reasons, family and friends of employees are discouraged from visiting in the workplace or while the employee is on duty. In case of emergency, employees will be called to meet any visitor outside their work area.

Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on the Association's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

### **WORKPLACE VIOLENCE PREVENTION**

All employees, including supervisors, customers, suppliers, vendors, contractor personnel, guests, and temporary/part-time employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to themselves or to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited from the premises of the Association, including Association vehicles.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state or local law.

All threats of (or actual) violence, both direct and indirect, must be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public.

The Association will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities.

The Association encourages employees to bring their disputes or differences with other employees to the attention of their supervisor before the situation escalates into potential violence.

## **SUBSTANCE ABUSE POLICY**

The Association believes that being under the influence and use of drugs or alcohol creates an unacceptably dangerous and nonproductive work environment. Therefore, to promote a safe work place and a healthy and productive work force, the Company is implementing the following substance abuse policy.

### **Employees are strictly prohibited from:**

- Possessing, using, buying, selling, manufacturing, distributing, dispensing or transferring drugs while at work, on Association or customer property, while operating Association vehicles or while conducting Association business;
- Possessing, consuming, selling, transferring or transporting alcoholic beverages while at work, on Association or customer property, or while operating Association vehicles;
- Being under the influence of drugs or alcohol, during work hours, on Association premises (whether working or not), or while conducting Association business;
- Manipulating drug testing procedures or results; and
- Taking prescription or over-the-counter drugs that impair the employee's ability to work. Any employee taking prescribed or over-the-counter medications is responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job duties. Employees who bring prescription drugs on Association property must be able to produce a valid prescription upon request to the Executive Director, when required by law, or otherwise. Employees using prescription drugs that may affect alertness, coordination or performance on the job must immediately advise the Association of any potential safety issue so that reasonable accommodations may be explored.

Employees may be required to submit to testing of their breath, urine, hair follicle, blood, and/or saliva for alcohol and/or drugs, or search of property on Association premises in the following circumstances:

- Based upon an employee's appearance, speech, behavior, movement/ coordination, odor or other physical manifestations, the Association reasonably suspects that the employee's ability to work safely or effectively has been impaired by alcohol or drugs; or
- When an employee has tested positive previously for alcohol or drugs and is subject to follow up testing as a condition of continued employment; or
- If an employee's conduct in the work place may have caused or contributed to: damage to Association/customer property or Association/ customer vehicles; or injury to himself/herself or others; or
- If an employee's on-the-job injury or illness requires treatment or evaluation by a healthcare provider;
- Where the initial test results are inconclusive;



- If required by third party contracts to be eligible to work on non-Association premises and/or projects;
- Random drug testing.

Employees who refuse to be tested based on the guidelines above may be subject to disciplinary action up to and including termination.

Employees who fail to punctually arrive for testing as directed by the Association may also be subject to disciplinary action up to and including termination.

If immediate test results are not available, an employee will be suspended with pay until the results are conclusive. If the results are negative, an employee will be reinstated.

**Test Procedures:**

All employees selected for testing will be tested. At the beginning of every Random Selection, a list of all eligible participants is built. Eligibility is determined by user-specified parameters. A specific number of participants is selected from the list of eligible participants. Every eligible participant has the same probability of being selected.

**Confidentiality and Privacy:**

The Association will ensure that all aspects of the testing process are as private and confidential as reasonably practical. Actual test results will only be provided to the person tested and to supervisors and managers who have a need to know. Except as required by law, test results will not be disclosed to co-workers, an employee’s family, uninvolved supervisors or law enforcement authorities without specific permission or where legally required to do so.

**Consequences of Testing Positive:**

Employees testing positive for drugs or alcohol may be subject to termination on the first offense to the extent permitted by applicable law. However, depending on the specific facts of each situation, lesser forms of discipline may be issued. At its discretion and in lieu of discipline, the Association may allow the employee to continue to work while attending an approved treatment program on an out-patient basis, or allow the employee to take short term disability leave (if eligible) or an unpaid leave of absence to pursue and successfully complete an approved counseling and treatment program.

Reinstatement will be at the discretion of the Association and conditioned upon, among other things, proof of successful completion of such a program, execution of a “last chance testing as required will be conducted for 24 months. Subsequent positive test results after the date of reinstatement may result in termination.

**Voluntary Treatment and Counseling:**

If an employee voluntarily comes forward to request treatment for drug or alcohol abuse or a leave of absence for such treatment, the employee will not be subject to discipline. Employees will not, however, automatically avoid discipline by requesting treatment or a leave after being selected for testing or violating Association policies and rules of conduct. Such requests for voluntary treatment and related matters will be referred to the Association’s Employee Assistance Program,

and will be kept confidential in accordance with local, state, federal and provincial laws. Continued employment may be conditioned on successful completion of an approved counseling or treatment program.

**Discipline for Possessing, Using, Selling, Buying or Transferring Drugs or Alcohol:**

Employees violating the prohibitions of this policy will be disciplined, up to and including termination at the association's discretion based on the situation and in accordance with applicable law. Such employees may or may not be tested for drugs and may be reported to appropriate law enforcement authorities.

Employees arrested for unlawfully selling drugs or alcohol to, or buying it from, another employee or a customer's employee at work, while using Association vehicles, or while conducting Association business will be suspended without pay. Such employees will be subject to discipline, up to and including termination, if convicted or if the ensuing Association investigation reveals a violation of any of the prohibits above. Depending on the circumstances, employees arrested for and convicted of their drug offenses may also be terminated.

The Association may report infractions of this Policy to law enforcement where appropriate.

**Notice of Workplace Drug and/or Alcohol Conviction:**

Any employee who is required to drive a vehicle or motorized equipment as part of his or her employment and who is convicted of a criminal drug or alcohol violation or whose driver's license has been suspended because of impairment must notify the Association in writing within five calendar days of the conviction or suspension. The Association will begin taking appropriate action with thirty days of notification. Federal contracting agencies will be notified where appropriate.

All employees have an obligation to support and create a safe work environment.

If an employee is approached while at work or on Association premises by someone selling drugs or if he/she observed someone selling, buying or using drugs, he/she is encouraged to immediately report this activity to a supervisor or to the Executive Director. All information you provide will be held in confidence to the extent possible.

**Job Applicants:**

Unless otherwise regulated by applicable legislation, each offer of employment will be conditioned upon the passing of a drug test. If the test is positive or if the applicant refuses to undergo testing, the applicant will not be hired.

The Association required that every newly hired employee be free of drug and alcohol abuse because it believes that the improper or illegal use of drugs and alcohol creates an unacceptably dangerous and nonproductive work environment. Therefore, to promote a safe work place and a healthy and productive work force, the Association will conduct pre-employment drug testing for all job applicants.

**Federal Drug Testing Requirements:**

U.S. law imposes stringent drug testing requirements for employees who hold commercial drivers' licenses and operate gross weight vehicles over 26,000 pounds or operate vehicles with the capability of transporting 16 or more persons/or transport hazardous materials. Further the Department of Transportation imposes additional drug testing requirements on recipients of certain federal funds. To the extent certain positions are subject to these more stringent legal requirements, the Association will comply with these legal requirements and will advise the affected employees.

### **Alcohol Consumption at Association Sponsored Events:**

The Association will demonstrate its leadership on this issue and its concern for employees by stressing responsible alcohol use and safety at social events and business meetings. It is the responsibility of each employee to consume alcohol in a responsible manner, limit his or her consumption to avoid intoxication or impaired driving, and/or to avoid inappropriate conduct of a harassing or abusive nature.

It is the Association policy that all traffic laws and/or federal laws should be followed, specifically all drinking and driving laws.

Employees who violate any part of the alcohol consumption policy at Association sponsored events may be subject to disciplinary action up to and including termination.

## **SECURITY INSPECTIONS**

The Association wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Association prohibits the possession, transfer, sale, or use of such materials on its premises, vehicles or job sites.

Desks, lockers, and other storage devices may be provided for the conveniences of employees but remain the sole property of the Association. Accordingly, any agent or representative of the Association can inspect them, as well as any articles found within them, at any time, as deemed necessary either with or without prior notice. Employees shall have no expectation of privacy in any Association property, vehicle, equipment or facility or while on the workplace or any other assigned work site.

## **SOLICITATIONS**

The Association recognizes that employees may have interests in events and organizations outside the workplace. Employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on company bulletin boards is restricted. If employees have a message of interest for the workplace, they may submit it to their supervisor for approval. The Executive Director will post all messages approved by the Executive Director.

In an effort to ensure a productive and harmonious work environment, persons not employed by the Association may not solicit or distribute literature in the workplace at any time for any purpose.

Employees may not disclose or use proprietary or confidential information except as their jobs require. Employees should ensure that no conversation or personal communication, either at or away from work, gives any third party access to any proprietary or confidential information of the Association. Reasonable precautions shall be used to protect sensitive information that is transmitted utilizing the Association's services and to protect the Association's and client/customer's information by adhering to the following:

- Employees may only access employee/customer information that is essential to the performance of job specific responsibilities.
- Employees are not authorized to access, utilize, discuss, copy, distribute or retain any employee or customer information that is not necessary for the performance of specific job responsibilities.
- No employee or customer information of any nature should be visible to other office personnel who do not share job functions.
- No personally identifiable employee or customer information should be left unattended or left visible on an employee's workstation or computer monitor when the employee is not present.
- Employees should not divulge any other employee's or customer's information of any nature to any third party, unless directed to do so by the employee whose information is requested.
- Employees must shred any printed personal employee or customer information and it should not be disposed of in common trash containers.
- Employees may never remove any employee or customer files or information from the Association's offices without the express permission of the Executive Director.
- Employees must ensure that customers calling to inquire about their information are able to provide information that clearly establishes their identity before giving them any information.

## **FIREARMS POLICY**

Firearms, weapons, and other dangerous or hazardous devices or substances, not related to the work performed by the Association, are prohibited from the premises and property of the Association.

## **DOMESTIC VIOLENCE POLICY**

Victims of domestic violence and violent crime are encouraged to cooperate with any investigation or prosecution that may take place. As such, victims are encouraged to provide notices, summons and/or subpoenas to the Association so time may be allotted for the victim's participation in the matter. Victims are not required to present factual details of the underlying crime to the Association.

## **OUTSIDE EMPLOYMENT**

Employees may hold outside jobs as long as they do not interfere with performance or assignment of work required by the Association. All employees will be evaluated by their performance and

requirements of their job and will be subject to the Association's scheduling demands, regardless of any existing outside work requirements.

If the Association determines that an employee's outside work interferes with his/her duties and responsibilities or the ability to meet the job requirements of the Association as they are modified from time to time, the employee may be asked to terminate the outside employment.

Outside employment that may create a conflict of interest is prohibited. An employee may not receive any income or material gain apart from his/her compensation by the Association for materials produced or services rendered as an employee of the Association.

## **CODE OF ETHICS**

All staff, Board members and volunteers of the Association will act with honesty, integrity and openness in all their dealings as representatives of the Association. The Association promotes a working environment that values respect, fairness, and integrity. In order to carry out the mission of the Association professionals within the Association will:

- Recognize that the chief function of the Association at all times is to serve the best interests of the Association's constituency;
- Accept as a personal duty the responsibility to keep up-to-date on emerging issues and to display professional competence, fairness, impartiality, efficiency and effectiveness;
- Respect the structure and responsibilities of the Board, provide them with facts and advice as a basis for their making policy decisions and uphold and implement policies adopted by the Board;
- Keep the community informed about issues affecting it;
- Conduct organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication and compassion;
- Exercise discretionary authority under the law to carry out the mission of the Association;
- Serve with respect, concern, courtesy and responsiveness in carrying out the organization's mission;
- Demonstrate the highest standards of personal integrity, truthfulness, honesty and fortitude in all activities in order to inspire confidence and trust in activities;
- Avoid any interest or activity that is in conflict with the conduct of official duties;
- Respect and protect privileged information to which there is access in the course of official duties;
- Strive for personal and professional excellence and encourage the professional developments of others.

## **WHISTLEBLOWER POLICY**

In keeping with the policy of maintaining the highest standards of conduct and ethics, the Association will investigate complaints of suspected fraudulent or dishonest use or misuse of its resources or property by staff, board members, consultants, volunteers, or customers. To maintain the highest standards of service, the Association will also investigate complaints concerning its programs and services.

Staff, board members, consultants, volunteers, residents, and community members are encouraged to report suspected fraudulent or dishonest conduct or problems with services provided, pursuant to the procedures set forth below. This policy supplements, and does not replace, any procedures required by law, regulation, or funding source requirements.

**Reporting.** A person's concerns about possible fraudulent or dishonest use or misuse of resources or property, or program operation, should be reported: to the supervisor or, if the complaint is about the supervisor, to the President of the Board of Directors or the Executive Director. If, for any reason, a person finds it difficult to report his or her concerns to such person, he/she may report the concerns directly to the Executive Director and/or the President of the Board of Directors. Alternately, to facilitate reporting of suspected violations where the reporter wishes to remain anonymous, a written statement may be submitted to one of the individuals listed above.

**Investigation.** All relevant matters, including suspected but unproved matters, will be promptly reviewed and analyzed, with documentation of the receipt, retention, investigation, and treatment of the complaint. Appropriate corrective action will be taken, if necessary, and findings may be communicated to the reporting person and his or her supervisor, if appropriate. Investigations may be conducted by independent persons such as auditors and/or attorneys. Investigators will endeavor to maintain appropriate confidentiality, but confidentiality is not guaranteed.

**No Retaliation.** No director, officer, employee, volunteer, or customer who in good faith reports suspected fraudulent or dishonest use or misuse of its resources or property or complaints concerning the services it provides and programs the Association runs shall suffer harassment, retaliation, or adverse employment or other consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower/Complaint Resolution Policy is intended to encourage and enable employees and others to raise serious concerns within the Association prior to seeking resolution outside the Association. The Policy is in addition to any non-retaliation requirements contained in the Association policies or required by law.

This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors. Individuals making complaints must be cautious to avoid baseless allegations; employees who intentionally make false allegations are subject to disciplinary action in accordance with the Association policies.

## **PROGRESSIVE DISCIPLINE AND TERMINATION PROCEDURES**

This policy defines the process for correcting single and repeat episodes of an employee's failure to comply with rules and/or meet specific workplace expectations for conduct.

Progressive discipline is a step-by-step process designed to modify unacceptable employee behaviors, which also allows for discipline to start at a higher step in the disciplinary process, including immediate termination, based on the severity and circumstances of the situation. Corrections to unacceptable behavior will be addressed under this policy depending on the individual circumstances and the nature and extent of correction that is needed.

#### Step 1 – Verbal Warning:

In many situations a verbal warning/counseling by the employee's supervisor is sufficient. The purpose of a verbal warning is to clarify policies and expectations. The employee's supervisor shall document within the employee's personnel file that the employee received a verbal warning.

#### Step 2 – Written Warning:

If the conduct addressed by a verbal warning is repeated or additional problems occur within 12 months of a verbal warning, the supervisor shall follow up with a written warning in the form of a letter sent to the employee. If a single incident is more serious than is appropriate for a verbal warning, the employee's supervisor may commence the progressive disciplinary process by issuing a written warning to the employee. The warning will describe the unacceptable conduct, outline expectations, and state that further disciplinary action will occur if the behavior is repeated within 12 months from the date the employee received the written warning. A copy of the written warning will be placed in the employee's personnel file.

#### Step 3 – Final Written Warning (which may include a suspension with or without pay):

If the conduct addressed by the written warning is repeated or additional problems occur within a 12-month period, discipline may progress to a final written warning, which may include an unpaid suspension. However, a single incident may be so severe as to merit issuing the employee an immediate final warning and suspension without pay. The warning will describe the unacceptable conduct, outline expectations, state the terms of suspension with or without pay, and state that termination of employment will follow if the behavior is repeated within 24 months from the date the employee received the final written warning. A copy of the final written warning will be placed in the employee's personnel file.

#### Step 4 – Termination of Employment

Employment may be terminated based on progressive discipline within a 12-month period or based on the severity of a single incident. Misconduct that involves dishonesty, violation of federal, state, or local laws, or significant risks to the Association's operations or the safety or well-being of oneself or others is grounds for immediate termination of employment.

Probationary at-will employees may be terminated by the Association at any time, with or without cause or notice prior to the termination and absent any of the previous progressive disciplinary measures. Regular full-time employees who have successfully completed their probationary period may be terminated only for just cause, with notice, and pursuant to the following progressive disciplinary measures.

Examples of just cause warranting immediate termination of employment include, but are not limited to, violations of the following entitled policies of this Handbook:

- a. Equal Employment Opportunity;
- b. Harassment-Nondiscrimination/Anti-Harassment Policy and Complaint Procedure;
- c. Sexual Harassment;
- d. Timekeeping;
- e. Attendance and Punctuality;



- f. Substance Abuse Policy;
- g. Workplace Violence Prevention;
- h. Uses of Equipment and Vehicles;
- i. Uses of Phone and Mail Systems; and
- j. Any infractions of rules of conduct listed under Employee Conduct and Work Rules section of this Handbook.

Prior to termination, regular full-time employees will be provided a written Notice of Pre-Termination Hearing at least 48 hours prior to any termination. The Notice of Pre-Termination will state the: (1) reason for termination, including specific acts and/or omissions that are the basis for the termination; (2) location of the hearing; and (3) timeline for the Association's final determination. A copy of the Notice of Pre-Termination will be placed in the regular full-time employee's personnel file.

The termination hearing will be conducted by the Executive Director and/or the Board Designee(s). The hearing will begin with the Executive Director and/or the Board Designee(s) presenting the concerns that led to the proposed action of termination. Following the presentation, the employee may then respond and present witness(es) and/or relevant information or documentation to support the employee's position. The hearing will be concluded by giving notification to the employee of when a final determination will be made and the employee's status until that time. Following the hearing, the Association will provide the employee with its final determination via written notice within five (5) working days.

## **EMPLOYMENT SEPARATION**

Employees are expected to return all Association property upon separation of employment with the Association. Upon separation of employment, employees will receive their final pay for the time worked, and properly recorded, in accordance with applicable state law and as agreed by the parties.

Employee benefits will be affected by employment termination in the following manner. All vacation accrued and unused will be paid up to a maximum of eighty (80) hours, plus the annual amount accrued by that employee under Vacation Leave Benefits. The employee will be notified in writing of any health and dental benefits that may be continued for a period of time following separation and of the terms, conditions and limitations of such continuance.

## **RESIGNATIONS**

Resignation is a voluntary act initiated by the employee to terminate employment with the Association. Although advance notice is not required, the Association requests at least two (2) weeks' written resignation notice from all employees. Employees providing advanced notice are eligible for rehire.

## **RETURN OF PROPERTY**

Employees are responsible for all items issued to them by the Association or in their possession or control, such as the following:

- Vehicles
- Cellular Phones
- Identification Badges
- Keys
- Pagers/Radio/Walkie-Talkie
- Personal Protective Equipment (PPE)
- Tools
- Uniforms – Shirts, Pants, and Boots
- Credit Card

Employees must return all the Association property immediately upon request or upon separation from employment. Where permitted by applicable laws, the Association may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The Association may also take all action deemed appropriate to recover or protect its property.

### **EMPLOYEE REFERENCES**

The Executive Director will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates and position(s) held. No other employment data will be released without a sworn written authorization and release signed by the individual who is the subject of the inquiry.

**ACKNOWLEDGMENT**

I acknowledge that I have received a copy of Doña Ana Mutual Domestic Water Consumers Association’s Employee Handbook. I agree to read it thoroughly, including the statements in the foreword describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from Executive Director.

I understand that Doña Ana Mutual Domestic Water Consumers Association is an “at will” employer and as such, employment with Doña Ana Mutual Domestic Water Consumers Association is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

No supervisor or other representative of the organization (except the Executive Director, in writing) has the authority to enter into any agreement for employment at the will of either party, with or without cause, and without prior notice.

In addition, I understand that this Handbook states Doña Ana Mutual Domestic Water Consumers Association’s policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with Doña Ana Mutual Domestic Water Consumers Association for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

\_\_\_\_\_  
Employee Signature

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

**DRUG AND ALCOHOL POLICY CERTIFICATE OF RECEIPT**

I hereby certify that I have received a copy of this latest version of Doña Ana Mutual Domestic Water Consumers Association’s Drug and Alcohol Policy, dated August 3, 2017.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date