

**AGREEMENT for  
Calabacillas Arroyo Main Branch Drop Structures  
Associated with McMahon Blvd. Bridge and Related Improvements  
Upstream of Swinburne Detention Dam**

This Agreement is entered into this 17<sup>th</sup> day of March, 2004<sup>5</sup>, by and among the Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA), a political subdivision of the State of New Mexico; the City of Albuquerque, a municipal corporation (CITY) and Vista Arroyo LLC, a New Mexico Limited Liability Corporation (VISTA), collectively referred to as the "Parties".

**RECITALS:**

1. Whereas, AMAFCA's Calabacillas Arroyo Drainage Management Plan, dated February, 1987, established the need to restrict flow rates in the Calabacillas Arroyo in order not to exceed the capacity of existing road crossings and to mitigate the potential of a sediment plug in the Rio Grande; and
2. Whereas, the recommended solution in the Calabacillas Arroyo Drainage Management Plan was to build a flood control dam on the Calabacillas Arroyo in the vicinity of Unser Blvd., which was built as a cost shared project between AMAFCA and the CITY in 1992; and
3. Whereas, the construction of the flood control dam lowered the base level of the arroyo, which has accelerated degradation of the arroyo thalweg above the Swinburne Dam reservoir area; and
4. Whereas, in 2000, AMAFCA, Curb West, Inc. and New Mexico Utilities, Inc. participated in joint funding of the design and construction of a grade control structure on the Calabacillas Arroyo at its inlet into Swinburne Dam (GCS #1), with the structure designed to stabilize the bed of the arroyo from further degradation in order to allow water and sanitary sewer lines to be safely extended across the arroyo above the grade control structure; and

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5. Whereas, in August, 2004 AMFCA and Curb West, Inc. entered into an Agreement whereby Curb West, Inc. will contribute a lump sum of \$100,000 to AMAFCA for its share of an additional grade control structure (GCS #2) in the arroyo approximately 1,200 feet upstream of GCS #1, as well as Curb West being required to design and construct approximately 450 feet of bank protection and/or spur dikes along the south side of the arroyo, and as generally shown on Exhibit A; and
6. Whereas, the CITY is currently working on the design of the McMahon Blvd Bridge over the Calabacillas Arroyo, for which erosion and scour protection is necessary; and
7. Whereas, the erosion and scour protection necessary for the bridge is dependent on the design and construction of GCS #2, as well as an additional grade control structure immediately below the bridge as well as related upstream bank protection and guide bank (GCS #3), with GCS #2 and GCS #3 collectively referred to as the "McMahon Grade Control Structures", also as generally shown on Exhibit A; and
8. Whereas, VISTA is currently designing a development, commonly know as the "Arroyo Vista Subdivision" adjacent to and on both sides of the arroyo, for which erosion protection is required, including the McMahon Grade Control Structures, an additional grade control structure approximately 1,200 feet upstream of the McMahon Bridge (GCS #4), as well as bank protection and/or spur dikes adjacent to the proposed subdivisions; and
9. Whereas, AMAFCA, the CITY and VISTA are willing to share in the costs of the design and construction of the McMahon Grade Control Structures; and

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10. Whereas, the CITY is agreeable to include the design and construction of the McMahon Grade Control Structures with its McMahon Blvd. Bridge project; and
11. Whereas, at the September 23, 2004 meeting of the AMAFCA Board of Directors, the Board authorized the preparation of a cost sharing agreement for the McMahon Grade Control Structures.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION ONE – PURPOSE OF AGREEMENT**

The purpose of this Agreement is to:

- 1.1 Define responsibility for design and construction of the McMahon Grade Control Structures by the CITY, including maintenance of the Rainbow Tributary Arroyo, if the arroyo is put within an underground storm drain.
- 1.2 Define interim and perpetual maintenance of the arroyo by AMAFCA, including maintenance of the McMahon Grade Control Structures, Bank Protection, and Rainbow Tributary Arroyo, if the arroyo is put within a constructed open channel.
- 1.3 Define VISTA's \$450,000 lump sum contribution to the CITY for VISTA's share of the construction of McMahon Grade Control Structures.
- 1.4 Define VISTA's direct payment of \$7,500 directly to the CITY's design consultant, Wilson & Company, for VISTA's share of the additional analysis of the Calabacillas Arroyo and grade control and bank protection structures.

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- 1.5 Define VISTA's responsibility to design and build the Bank Protection and to dedicate right of way for the arroyo and the improvements to the CITY.
- 1.6 Define AMAFCA's and the CITY's contributions for the design and construction McMahon Grade Control Structures, on a percentage of actual costs basis.

**SECTION TWO – AMAFCA AGREES to:**

- pd 5-10-05 ch # 3506 JK*
- 2.1 Provide to the CITY, the lump sum of \$30,000 as AMAFCA's share of the planning, analysis and design of the McMahon Grade Control Structures. CITY will invoice AMAFCA any time after CITY's authorization of the design contract amendment with Wilson & Company for the work, as further described in Exhibit B. Payment will be made by AMAFCA within 30 days of receipt of invoice from the CITY.
  - 2.2 Review, and if appropriate, approve the design analysis report, with the understanding that the design analysis report will include, but not be limited to 1) an AHYMO model based on the year 2036 development condition as was used for Swinburne Dam, 2) HEC RAS modeling and sediment transport analysis of the arroyo, with the three proposed grade control structures in place, as well as the bank protection proposed by Curb West Inc. and VISTA, to include evaluation of different configurations and widths of the grade control structures, as necessary to maintain sediment equilibrium within the arroyo, maintain the open space character of the arroyo, while minimizing the impact and costs of structures within the arroyo. 3) The baseline analysis will include sill widths of 140 feet for GCS #2 and GCS #4, and a three span McMahon bridge with a center span of 100 feet, with side spans of approximately 60 feet each. This analysis will recognize that AMAFCA will accept periodic maintenance efforts within the arroyo.

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- 2.3 Review, and if appropriate, approve the design plans and contract documents for the McMahon Grade Control Structures. The contract documents shall provide separate bid lots for any and all items required for the construction of GCS #2 and GCS #3, with AMAFCA and the CITY to concur with those items and quantities prior to the CITY bidding the project.

*Handwritten:*  
\$220,255.66 4-10-07 CHK#3400 JK  
Pd 408,222.64 4-10-06 CHK#3655 JK

- 2.4 After award by the CITY of the construction contract for the McMahon Grade Control Structures and within 30 days of receipt of invoice from the CITY, AMAFCA will pay the CITY its share of the as-bid amount for the McMahon Grade Control Structures based on the percentages shown in Section 3.3 of this Agreement, including NMGR, plus an additional 8%. The additional 8% is for AMAFCA's share of the CITY's costs of inspection, geotechnical testing and contract administration for the McMahon Grade Control Structures.
- 2.5 After payment of the final pay estimate for the project, AMAFCA's share of the final actual costs of the McMahon Grade Control Structures will be determined, based on the percentages shown in Section 3.3 of this Agreement, including NMGR, plus 8%. In the event AMAFCA's share of the final costs is greater than AMAFCA's share of the as-bid amount, AMAFCA will pay the CITY that amount within 30 days of receipt of invoice from the CITY. In the event that the AMAFCA's share of the final costs is less than AMAFCA's share of the as-bid amount, the City will reimburse AMAFCA that amount within 60 days of final payment on the construction contract.
- 2.6 Review, and if appropriate, approve VISTA's design plans for GCS #4 and the Bank Protection along the arroyo adjacent to the Arroyo Villas subdivision.
- 2.7 Periodically inspect and maintain the Calabacillas Arroyo within the limits of the easement right of way to be dedicated by VISTA, to include maintenance of the

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McMahon Grade Control Structures, GCS #4, the Bank Protection installed by VISTA, and the Rainbow Tributary Arroyo, if the arroyo is confined to a constructed open channel.

**SECTION THREE – CITY AGREES to:**

- 3.1 Amend its agreement with Wilson & Company, for design of the McMahon Bridge to include analysis and design of the McMahon Grade Control Structures, generally as described in Section 2.3, and as more particularly described in Exhibit B, with the understanding that AMAFCA will pay the City the lump sum of \$30,000 as its share of the additional design work and that VISTA will pay Wilson & Company directly for the first \$7,500 incurred in the analysis and design effort. CITY will invoice AMAFCA any time after CITY's authorization of the amendment to design contract for the work, as described in Exhibit B. Payment will be made by AMAFCA within 30 days of receipt of invoice from the CITY.
- 3.2 Coordinate the design and analysis with AMAFCA and VISTA as follows:
  - a. Provide two copies of the design analysis report and preliminary, final plans and contract documents for the McMahon Grade Control Structures and McMahon Blvd Bridge to AMAFCA for review, and if appropriate, approval.
  - b. Provide one copy of the approved design analysis report and all supporting documentation, including computer modeling to VISTA for their use in design of GCS #4 and the Bank Protection, as well as for VISTA's use in preparing a Federal Emergency Management Agency Conditional Letter of Map Revision (FEMA CLOMR).
  - c. The contract documents shall provide separate bid lots for any and all items required for the construction of GCS #2 and GCS #3, with AMAFCA and the CITY to concur with those items and quantities prior to the CITY bidding the project.

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d. Storm drain outlets will be designed and constructed as part of the McMahon Grade Control Structures, with the storm drain lines to run through the structure a sufficient distance for further extension by VISTA, as determined by the CITY.

- 3.3 Advertise, accept bids and award the construction contract for the McMahon Bridge project, including the McMahon Grade Control Structures, with the actual construction costs of the McMahon Grade Control Structures to be split by AMAFCA and the City as follows:

Structure	Estimate	City	AMAFCA	
GCS # 2	\$300,000		100%	*Less lump sum of \$100,000 from VISTA
GCS # 3	\$550,000	50%	50%	*Less lump sum of \$350,000 from VISTA
				* For a total of \$450,000 as described in Section 4.2

Advertisement and bidding shall be according to the normal City procedures for public bidding of public infrastructure projects.

- 3.4 Upon award of the construction contract, invoice AMAFCA for its share of the McMahon Grade Control Structures, in accordance with Sections 2.4, 2.5 and 3.3 herein.
- 3.5 Provide, or cause the provision of, any funding necessary for the McMahon Grade Control Structures and McMahon Blvd. Bridge in excess of the AMAFCA and VISTA participation defined herein.
- 3.6 Provide AMAFCA as-built record drawings of the McMahon Grade Control Structures and McMahon Blvd. Bridge, on Mylar and in digital files formatted in both dxf and pdf.
- 3.7 Provide AMAFCA with an accounting of all costs of the McMahon Grade Control Structures for AMAFCA's use in GASB-34 reporting requirements for infrastructure.

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- 3.8 Provide maintenance of the McMahon Bridge and the Rainbow Tributary Arroyo, if the arroyo is confined within an underground storm drain.

**SECTION FOUR - VISTA AGREES to:**

- 4.1. Provide to AMAFCA and the CITY any topographic mapping, storm drain outlet design inverts and other information for use in the design of the McMahon Grade Control Structures.
- 4.2. Pay directly to the CITY's design engineering consultant (Wilson & Company) the amount of \$7,500 as VISTA's share of the additional design scope which includes elements of work specific to the Arroyo Vista development. Payment will be within 30 days of billing by Wilson & Company.
- 4.2. <sup>pl.</sup> Pay to CITY the lump sum of Four Hundred Fifty Thousand dollars (\$450,000) as VISTA's share of the McMahon Grade Control Structures. This funding shall be received by CITY, in the form of a cashiers check, at least seven days prior to CITY's advertising for construction bids for the McMahon Grade Control Structures.
- 4.3 Cause to be prepared a drainage analysis report, acceptable to AMAFCA and the CITY, that shows the proposed location of the GCS # 4 and the exact locations and dimensions of the Bank Protection, consistent with the design analysis report prepared by Wilson & Company for the CITY as described in Exhibit B.
- 4.4 Design, construct, and provide construction inspection and geotechnical engineering testing services for GCS #4, the Bank Protection adjacent to the Arroyo Vista



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subdivision, and the improvements to the Rainbow Tributary Arroyo. Design of all facilities shall be in accordance with the City of Albuquerque and AMAFCA requirements. Certification of construction of GCS # 4, the Bank Protection, and the Rainbow Tributary Arroyo shall be done by a New Mexico Registered Professional Engineer and according to the current requirements of the CITY.

- 4.5 Prepare, submit and pay all FEMA review fees for a FEMA CLOMR for all work within the arroyo and resulting floodplain modifications resulting from construction in the arroyo from GCS #1 upstream to the Bernalillo County line, as well as a FEMA Letter of Map Revision for any floodplain modifications within or adjacent to the Arroyo Vista Subdivision.
- 4.5. Grant or cause to be granted to AMAFCA, appropriate drainage easements for the arroyo, for the McMahon Grade Control Structures, for GCS #4, the Rainbow Tributary Arroyo, the Bank Protection, for an appropriate erosion buffer area between the structures, and for access around and on the both sides of the McMahon Grade Control Structures, GCS #4, and the Bank Protection, as generally shown on Exhibit A.
- 4.6 Provide AMAFCA with an accounting of all costs of GCS # 4, the Bank Protection and the Rainbow Tributary Arroyo for AMAFCA's use in GASB-34 reporting requirements for infrastructure.
- 4.7 Dedicate to the CITY in fee simple, free and clear of all liens, claims and encumbrances, portions of the Calabacillas Arroyo as shown in Exhibit A for open space purposes.

**SECTION FIVE – ALL PARTIES FURTHER AGREE:**

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- 5.1. AMAFCA's and the CITY's commitment to provide funding for the McMahon Grade Control Structures as identified in this Agreement is contingent upon the timely receipt of topographic mapping, design information, and construction funding from VISTA, is subject to passage of the 2004 AMAFCA Bond authorization, and is contingent upon sufficient appropriations being made by the City Council of the CITY and the AMAFCA Board of Directors.
- 5.2. The scope of services for the FEMA CLOMR is based on certain assumptions as described in Exhibit B. Should the FEMA review process require substantial additional work or raise unexpected concerns, the Parties will negotiate an equitable amendment to this Agreement as necessary to secure the FEMA CLOMR. However, neither AMAFCA nor the CITY make any representation or warranty that the CLOMR will be approved
- 5.3. The VISTA cash contributions are fixed and are not adjustable for any reason. AMAFCA and the CITY shall bear any increased costs in the construction of the McMahon Grade Control Structures and likewise, shall benefit from any cost savings identified during the design and construction of the McMahon Grade Control Structures.
- 5.4. The facilities and right of way described herein have the primary purpose of conveying and managing storm flows, and any other interest granted by any party shall be subservient to that purpose, and shall be mutually agreed to, in advance of the granting.
- 5.5. This Agreement does not relieve VISTA of the requirement to construct or financially guarantee the construction of such related drainage or storm water quality facilities that the CITY or AMAFCA may deem necessary.
- 5.6. Disputes under the Agreement will be referred to binding arbitration under the provisions of the New Mexico Uniform Arbitration Act.

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- 5.7. Except as otherwise specifically provided herein, the Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Mexico.
- 5.8. If any situation arises which adversely affects any of the Parties participation in the Agreement, said Party will immediately, and in writing, notify the other parties. All notices with respect to this Agreement shall be in writing and shall be delivered personally, sent via confirmed telefax, or sent postage prepaid by United States Mail, certified mail, return receipt requested, to the addresses set forth below or other such addresses as hereafter specified in writing by one party to the others:

AMAFCA  
2600 Prospect N.E.  
Albuquerque, New Mexico 87107  
Attn: Executive Engineer

City of Albuquerque  
Department of Municipal Development  
P.O. Box 1293  
Albuquerque, NM 87103  
Attn: Assistant Director

Vista Arroyo LLC  
P.O. Box 9470  
Albuquerque, New Mexico 87119  
Attn: Rex Wilson, Managing Member

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- 5.9. This Agreement contains the entire Agreement among the parties hereto, and all prior understandings, oral or in writing, by the parties hereto with respect to this Agreement are hereby null & void. No variations, modifications, supplements, waivers or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.
- 5.10. The parties understand and agree the obligation of each party under this Agreement shall be performed in compliance with all applicable laws, statutes, resolutions and ordinances. Nothing herein is intended to constitute any agreement to perform any activity in violation of the Constitution or Laws of the State of New Mexico, the Ordinances of the CITY, or the Resolutions of AMAFCA.
- 5.11. If any provision of this Agreement, or the application thereof to a person or circumstance, shall be determined to be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and such provisions shall be enforced to the greatest extent permitted by law.
- 5.12. In the event any action is instituted between AMAFCA and VISTA or between the CITY and VISTA for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party in such action shall be entitled to its reasonable attorney's fees and costs.
- 5.13. It is specifically agreed among the parties executing this Agreement, that this Agreement does not and is not intended to create in the public, or any member thereof, any rights whatsoever, such as, but not limited to, the rights of a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s) and or any other claim(s) whatsoever pursuant to any provision of this Agreement.

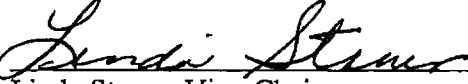
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- 5.14. Each party shall be solely responsible for any and all liability arising from personal injury including death(s) or damage to property arising from an act or failure to act of the respective party, its officials, agents, contractors and employees pursuant to this Agreement. Liabilities of each party shall be subject to the immunities and limitations of the Tort Claims Act, Section 41-4-1, et seq., N.M.S.A. 1978 and any amendments thereto.
- 5.15. Each individual signing for each of the parties hereunder warrants and represents that he/she is an authorized agent of such party, on whose benefit he/she is executing this Agreement, and is authorized to execute the same. Each party further agrees to execute such other and further instruments and documents as may be necessary or proper in order to complete the transactions contemplated by this Agreement.
- 5.16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument which may sufficiently be evidenced by one counterpart.
- 5.17. This Agreement is subject to approval by the AMAFCA Board of Directors and the Chief Administrative Office (CAO) of the CITY and shall not be binding upon the parties until so approved. Upon approval by all parties, the covenants, terms and conditions of the Agreement shall inure to the benefit of and shall be binding upon the undersigned parties and their respective successor and assigns.


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Executed the day and year first set out above.

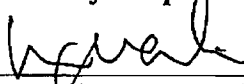
ALBUQUERQUE METROPOLITAN  
ARROYO FLOOD CONTROL  
AUTHORITY, a political subdivision of  
the State of New Mexico

  
Linda Stover, Vice-Chair  
Board of Directors

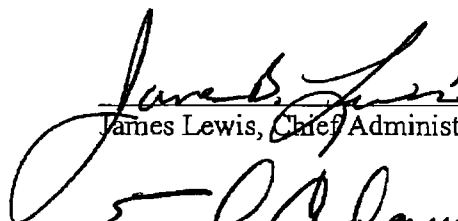
ATTEST:


  
Ronald D. Brown  
Secretary Treasurer

Vista Arroyo LLC a New Mexico Limited  
Liability Corporation

  
Rex Wilson, Managing Member

City of Albuquerque

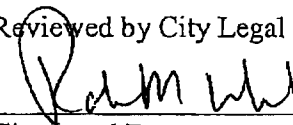
  
James Lewis, Chief Administrative Officer

  
Ed Adams, P.E., Director  
Department of Municipal Development

3/17/05  
Date

3-1-05  
Date

Reviewed by City Legal Department:

  
City Legal Department

3-8-5  
Date

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ACKNOWLEDGMENTS

STATE OF NEW MEXICO    )  
                                  )ss.  
COUNTY OF BERNALILLO    )

This instrument was acknowledged before me on October 21, 2004, by Linda Stover, as Vice-Chair of the Albuquerque Metropolitan Arroyo Flood Control Authority, a political subdivision of the State of New Mexico, on behalf of said political subdivision.

My Commission Expires:

June 3, 2007  
(SEAL)

[Signature]  
Notary Public

STATE OF NEW MEXICO    )  
                                  )ss.  
COUNTY OF BERNALILLO    )

This instrument was acknowledged before me on Dec. 22nd, 2004, by Rex Wilson, as Managing Member of Vista Arroyo LLC, a New Mexico Limited Liability Corporation, on behalf of said corporation.


My Commission Expires:

May 23, 2007  
(SEAL)

[Signature]  
Notary Public

STATE OF NEW MEXICO    )  
                                  )ss.  
COUNTY OF BERNALILLO    )

This instrument was acknowledged before me on March 17, 2005, 2004, by James Lewis, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation.

 OFFICIAL SEAL  
Roberta Duran  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
My Commission Expires: 02/11/07  
My Commission Expires: February 11, 2007

[Signature]  
Notary Public

**Design Assistance  
for  
Calabacillas Arroyo Upstream from Swinburne Dam**

**Scope of Work**

Mussetter Engineering, Inc. (MEI) will perform the following tasks to assist Wilson & Company, Inc. (Wilson), Mark Goodwin & Associates, Inc. (Goodwin), AMAFCA and the City of Albuquerque in designing the grade-control structures, McMahon Bridge crossing and bank protection for the North Branch Calabacillas Arroyo between existing Grade Control Structure (GCS) #1 and the Bernalillo/Sandoval County Line:

1. Prepare an existing conditions HEC-RAS model of the project reach:
  - a. Convert the HEC-2 model that was developed for the Calabacillas Arroyo Prudent Line Study (MEI, 2000, Draft) to HEC-RAS format.
  - b. Update the model to reflect new topography based on mapping to be provided by Goodwin, Wilson and AMAFCA.
2. Evaluate initial project conditions alternative (**Alternative 1**)
  - a. Coordinate with Goodwin, Wilson and the agencies to identify and configure features that should be included in the initial alternative. These features will include the following:
    - i. McMahon Bridge, with geometry to be provided by Wilson.
    - ii. Three new grade control structures located at approximately Sta 252+00 (GCS#2), Sta 264+00 (GCS#3), and Sta 282+00 (GCS#4), per MEI (2002, Draft). The exact locations and crest elevations of these structures will be determined from mapping and information to be provided by Wilson and Goodwin.
    - iii. Minor channel re-alignment, if appropriate.
    - iv. Proposed overbank fill, bank re-alignment and bank protection based on information to be provided by Goodwin and Wilson.
  - b. Modify existing conditions HEC-RAS model to reflect the identified project features.
  - c. Evaluate the effects of Alternative 1 features on flood capacity and channel stability
    - i. Determine 100-year floodplain limits (At this stage of the work, the floodplain analysis will only be done at the model cross sections, with a qualitative review of potential impacts between cross sections; a detailed floodplain map will not be developed.)
    - ii. Update sediment continuity, equilibrium slope, and lateral erosion potential analyses.
  - d. Prepare a brief summary of results in graphical and/or tabular format, and participate in a telephone conference with Goodwin, Wilson and the agencies to discuss the results and to identify changes that could be made to improve project performance.



3. Repeat Task 2 incorporating changes identified in Task 2.c. (Alternative 2).
4. If appropriate, make additional modifications to project features to improve project performance and evaluate their potential effects (Alternative 3).
  - a. For this task, it is assumed that the changes will be relatively minor, and will primarily involve adjustments to channel widths and bank protection measures to limit lateral erosion in a manner that is technically sound, but as cost-effective as possible.
  - b. Provide guidance on riprap sizing and toe-down depths for local and general scour protection for the final selected alternative.
  - c. Identify and describe potential long-term maintenance issues that may arise with the final selected alternative to assist AMAFCA in assessing the anticipated level of effort that may be required to meet flood and erosion protection requirements.
5. Prepare a project report that summarizes the methods, assumptions and results from the analysis.
6. Assist Goodwin in preparing application for Conditional Letter of Map Revision (CLOMR) for the reach between GCS#1 and the Sandoval County Line. Under this task, MEI will prepare the initial application, and will be prepared to address technical comments related to floodplain boundaries and erosion potential in the affected area. Other issues associated with obtaining approval of the application, including design of project features and floodplain fill will be addressed by Goodwin and/or Wilson, as appropriate.

**NOTE REGARDING TASK 6:**

A potential issue with the CLOMR application involves FEMA's requirement to tie the project conditions model and floodplain boundaries into the existing FIS boundaries at the up and downstream ends of the project using the model on which the FIS boundaries are based. The existing FIRM maps do not reflect the presence of Swinburne Dam; thus, the existing FIS model does not accurately reflect conditions at the downstream boundary of this project. For purposes of this task, MEI will use the Swinburne Dam outlet rating curve that was developed for MEI (2000, Draft) to establish the downstream boundary condition for the project conditions floodplain model that will be used to develop the flood profiles and floodplain boundaries for purposes of the CLOMR application. Additional work to demonstrate that the project conditions model matches the FIS model at the downstream boundary will not be performed within this scope of work. If such work is ultimately required by FEMA, MEI will perform the work on a time-and-materials basis.

**Budget and Schedule**

The proposed work will be completed on a time-and-materials basis in accordance with MEI's Standard Rate and Business Practices Schedule (Enclosure 1), with total cost not to exceed \$29,000, subject to the clarification under the note regarding Task 6, above. A detailed breakdown of the anticipated costs is provided as Enclosure 2. The schedule for completion of the work will be as follows:

1. Work leading to the telephone conference under Task 2d will be completed within 3 weeks of notice to proceed and MEI's receipt of all mapping and other information necessary to develop the project conditions model for Alternative 1.
2. Re-evaluation of flood potential and channel stability issues for design iterations under Task 3 will be completed within 10 workdays of agreement among Wilson, Goodwin, the agencies and MEI on the changes that are to be evaluated.
3. Re-evaluation of flood potential and channel stability issues for design iterations under Task 4 will be completed within 10 workdays of agreement among Wilson, Goodwin, the agencies and MEI on the changes that are to be evaluated.
4. Design guidance for the final alternative will be provided within 15 days workdays of selection of the final alternative.
5. The final project report will be completed with 20 workdays of selection of the final alternative.
6. The CLOMR application will be completed within 25 workdays of selection of the final alternative.

## **REFERENCES**

Mussetter Engineering, Inc., 2000 (Draft). Calabacillas Arroyo Prudent Line Study and Related Work: Development of a Prudent Line for the Main Branch Upstream of Swinburne Dam, Albuquerque, New Mexico. Prepared for the Albuquerque Metropolitan Arroyo Flood Control District, Project No. 95-16, December, 55 p.