

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, December 13, 2023 AT THE LA MESA OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html

- I. Call to Order, Roll Call to Establish Quorum: District #1 is vacant, **Mr. Franco** _____ (District #2), **Mr. Cadena** _____ (District #3), **Mrs. Holguin** _____(District #4), District # 5 is vacant, **Mrs. Juarez** _____(District #6), District #7 is vacant.
- II. Pledge of Allegiance
- III. Motion to approve Agenda (consider moving item IX. B to follow V.)
- IV. Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on Nov. 15, 2023
- V. Presentations: Ricardo Maldonado, Project Architect for LRGPWWA New Office, Wilson & Company
- VI. Public Input: 3 minutes per person
- VII. Managers' Reports
 - A. General Manager
 - B. Operations
 - C. Finance
 - D. Projects
- VIII. Unfinished Business
- IX. New Business
 - A. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.2- limited personnel matters to discuss evaluation of the General Manager
 - i. Roll Call Vote: District #1 (Vacant) _____, #2 (Mr. Franco) _____, #3 (Mr. Cadena) _____, #4 (Mrs. Holguin) _____, #5 (Vacant) _____, #6 (Mrs. Juarez) _____, #7 (Vacant) _____
 - ii. Motion to reconvene in open session.
 - iii. Statement by the Chair: ***The matters discussed in the closed meeting were limited only to those specified in the motion for closure.***
 - iv. Motion, if any related to closed session matters.
 - B. Motion to approve Agreement for Engineering Services with Wilson & Company for the Central Operations Facility Project
 - C. Motion to approved contract with Conterra for fiber optic internet service at the East Mesa Office

- D. Motion to adopt Resolution FY2024-14 Delegating Signature Authority
 - E. Motion to authorize staff pay increases within the current budget
- X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, January 17, 2024 at our La Mesa Office and via Zoom.
- A. Have any Board Members participated in training? If so, please give us a copy of your certificate
 - B. Audit Approval
 - C. Oath of Office for Elected Board Members
 - D. Election of LRGPWWA Board Officers
 - E. Motion to adopt Resolution #FY2024-____ Adopting 2nd Quarter Budget
- XI. Motion to Adjourn

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aide or service to attend or participate in the hearing or meeting, please contact the LRGPWWA office at 575-233-5742, PO Box 2646, Anthony NM 88021 OR 215 Bryant St., Mesquite NM at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the LRGPWWA office if a summary or other type of accessible format is needed.

Si usted es una persona con una discapacidad que necesita un lector, amplificador, intérprete de lenguaje de signos o cualquier otra forma de ayudante auxiliar o servicio para asistir o participar en la audiencia o reunión, póngase en contacto con la oficina de LRGPWWA, 575-233-5742, PO Box 2646, Anthony, NM 88021 o 215 Bryant St., Mesquite, NM por lo menos una semana antes de la reunión o tan pronto como sea posible. Documentos públicos, incluyendo el orden del día y actas, pueden proporcionarse en diferentes formatos accesibles. Póngase en contacto con la oficina LRGPWWA si es necesario un resumen u otro tipo de formato accesible.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes — REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, November 15, 2023 AT THE LA MESA OFFICE & ONLINE VIA ZOOM

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html

- I. **Call to Order, Roll Call to Establish Quorum:** District #1 is vacant, **Mr. Franco** representing District #2 was present, **Mr. Cadena** representing District #3 was present, **Mrs. Holguin** representing District #4 was present, District # 5 is vacant, **Mrs. Juarez** representing District #6 was present via Zoom, District #7 is vacant. Staff members present were General Manager Martin Lopez, Projects Specialist Patricia Charles and Finance Manager Kathi Jackson. Guests present was Filiberto Castorena with HDR Engineering via Zoom.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by General Manager Martin Lopez
- III. **Motion to approve Agenda:** Mr. Lopez requested we table IXC General Manager Evaluation to next months meeting. Mr. Cadena made the motion to approve the agenda with the changes requested by Mr. Lopez. Mr. Franco seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on Oct. 18, 2023:** Mrs. Juarez made the motion to approve the minutes for Oct. 18, 2023 board meeting. Mr. Cadena seconded the motion, the motion passed with all in favor.
- V. **Presentations:** none
- VI. **Public Input:** none
- VII. **Managers' Reports**
 - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. Health insurance will be increasing by almost 10% and there will be no increase in Dental and Vision insurance. Employee update, Shawn obtained his Water Level 3 Operator License, Shawn and Ryan passed their Backflow Technician Certification. Mr. Lopez disclosed that Ms. Jacksons daughter has been hired by Souder, Miller & Associates, one of the Engineering firms we use. Mr. Lopez said he received an inspection of Public Request for all active leases/licenses for cell towers, rooftop antennas or other wireless installations on property owned or managed by the LRGPWWA, he sent out the information yesterday. Mrs. Holguin asked Mr. Lopez to please give her congratulations to Shawn and Ryan for their accomplishments.
 - B. **Finance:** Ms. Jackson provided a written report and stood for questions. Ms. Jackson reiterated that if and when procurement involved Souder, Miller & Associates she would step aside and have Mr. John Schoder, Accounting Assistant handle those transactions. The revenue for the month of October 2023 was \$431,431.63 and expenses were \$503,678.37, but she voided a check so the deficit is actually under 20 thousand dollars. Our budget is still on track for the year. She also

wanted the board to know that Mr. Schoder has had his appendix removed and does not know when he will be back.

- C. Projects:** Ms. Nichols provided a written report, but was not present at the meeting. Mrs. Holguin asked about the status of the current project. Mr. Lopez said the S Valley Service area line extension has 2 pieces to it. Number 1 it extends the lines from Merchantile to the Brazito well site. The funds are secured for this part of the project. We are waiting for authorization to go to bid and design. Number 2 goes from Brazito north, we were notified that we made the short list for the Water Trust Board and are now on the list to be approved by Legislature at the next session in January 2024. Mrs. Holguin was asked by several people in this area about the water lines, because their wells seem to be contaminated and can not drink the water. She will get with Martin as soon as she has more information regarding this situation.
- D. Operations:** Mr. Lopez provided a written report, but was not present at the meeting. Mr. Martin Lopez said some of the Operations staff have been working in Talavera trying to figure out if the system has leaks due to the lack of water. The new Berino well is now operational and online. This will now allow us to cut back on providing water to Berino from our other wells.

VIII. Unfinished Business: none

IX. New Business

- A. Motion to approve Bulk Water rate increase:** Mr. Lopez said the Bulk Water Agreement in the packet showed the requested increase, which is 10%. This increase will not impact our current customers. This increase is only for new customers and is mostly used by contractors for the use of hydrant water. Mr. Cadena made the motion to approve the Bulk Water rate increase. Mr. Franco seconded the motion, the motion passed with all in favor.
 - B. Motion to approve Organ Well Rent/Lease Agreement:** Mr. Lopez said there was nothing in the packet regarding this item on the agenda. He was approached by Mrs. & Mrs Franco in Organ to purchase a well site property back in July and when they were informed that we were not able to sell the property, they offered a lease instead in August. The property is about 40 x 20 it has no water or electricity. There is an old tank that is not in use anymore. Mr. Lopez proceeded to seek the advice of our Attorney, but he was out of town. He also spoke to our insurance provider, who said the leaser would have to provide a one-million-dollar policy. The LRGPWVA insurance company's recommendation was not to proceed with a lease. LRGPWVA would have to spend approximately \$7,000.00 to provide water and electricity. Mrs. Holguin said she was against leasing the property, because of possible liabilities. Mr. Cadena motioned not to approve the lease as per Mr. Lopez's recommendation and Mr. Franco seconded the motion. The motion passed with all in favor.
 - C. General Manager Annual Evaluation:** This item was tabled and will be on next months agenda as a closed session agenda item.
- X.** Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, December 13, 2023 at our La Mesa Office and via Zoom. **NOTE: DEC. MEETING IS MOVED UP 1 WEEK DUE TO HOLIDAY**
- A. Have any Board Members participated in training? If so, please give us a copy of your certificate:**
No one attended any trainings.

B. General Manager Evaluation, will be on Decembers agenda as a closed session item.

C. Audit Approval

Mrs. Holguin asked about the progress at the Office building site. Mr. Lopez said we had a progress meeting yesterday. Panels for the Administrative office are onsite they have been installed. The roofers will be there today, there is still some paving going on. The interior will be started next week. Mrs. Holguin said she had someone ask about the use of the empty buildings once we move into the the new building, she provided Mr. Lopez's office number so they could further discuss with him the possibilities of leasing some of the empty buildings.

XI. Motion to Adjourn: Mr. Cadena made the motion to adjourn the board meeting at 9:30 am and Mr. Franco seconded the motion.

These minutes will be presented to the board for approval on the 13th Day of December, 2023 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Glory Juarez, Secretary

Lower Rio Grande PWWA

Operators Report

December 13, 2023

Backflow inspections are Current. (Mesquite, East Mesa, and La Mesa Districts)

- For the month of November, we were issued 236 work and service orders.
- For the month of October, we were issued 199 work and service orders.
- For the month of November, we installed 3 new water service connections in the South Valley Area.
- One new service in Rincon.
- We didn't have any, new water services at the East Mesa.
- We had three service line breaks at the East Mesa service area.
- We had 2 Main line water breaks in the South Valley Area.
- No problems with the force main from Brazito to Mesquite.
- I will be getting at least two quotes to pull and camera well #2 Easy lane in Butterfield. (I will explain)

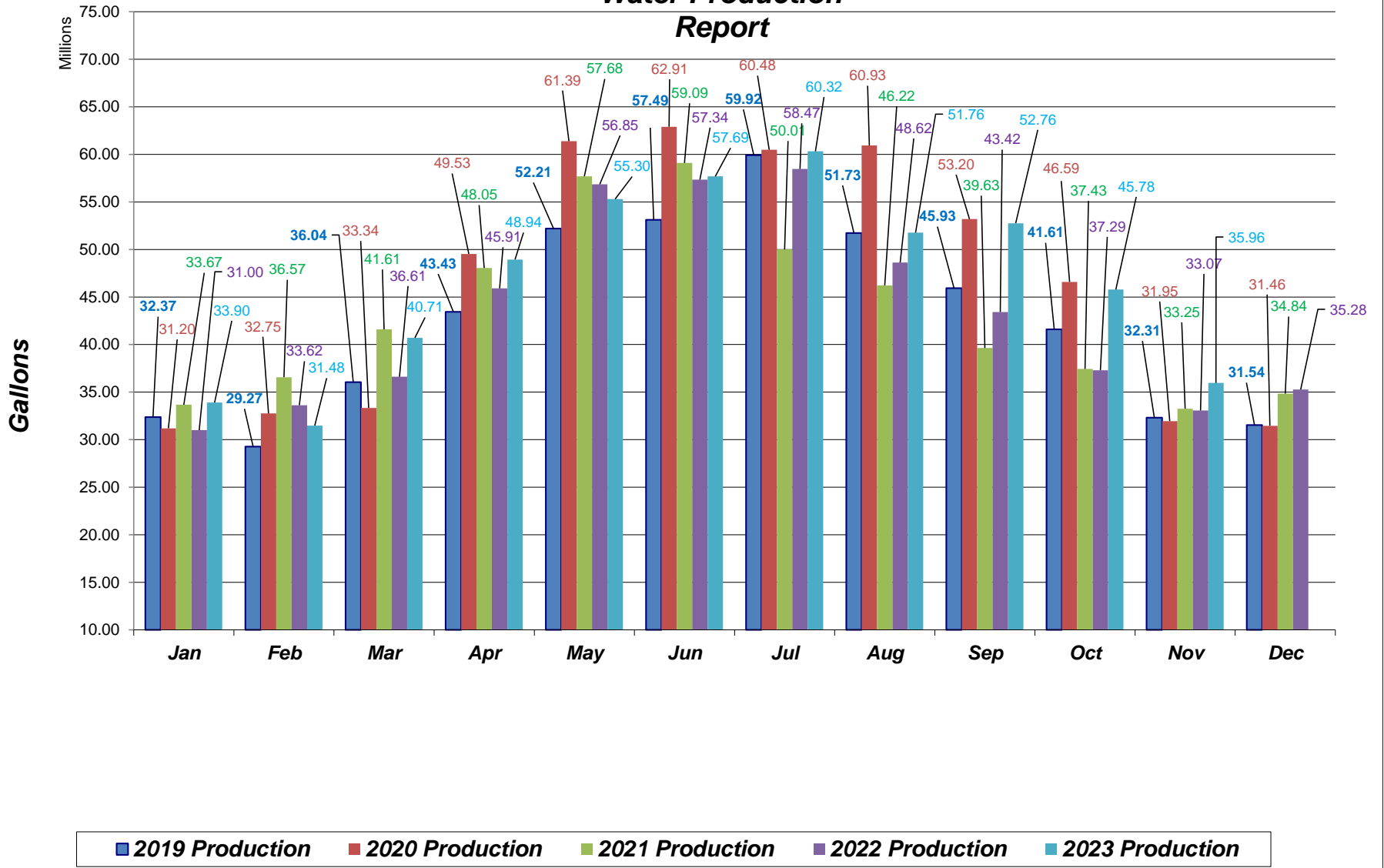
NMED: All of our Monthly Bac-T-Samples were taken for the month of November and all samples were negative.

Mesquite and Organ Sewer Reports. The Organ Pond's and Mesquite Wetland Wastewater report will be sent this month. The Organ facility is due twice a year and the Mesquite Facility is due every Quarter.

Chlorine: No problems with the quality of our gas Chlorine or sodium Hypochlorite.

Reports: NMED, State Engineers, and the water conservation reports have been sent.

Lower Rio Grande PWWA Water Production Report





Income Statement

Lower Rio Grande Public Water Works Authority

Group Summary

For Fiscal: FYE 2024 Period Ending: 11/30/2023

AcctNumber	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue				
40000 - Operating Revenue	3,835,000.00	340,808.33	1,813,908.37	2,021,091.63
40002 - Installation Fees	80,000.00	28,140.19	54,836.62	25,163.38
40003 - Activation & Connection Fees-Water	20,000.00	1,800.00	9,950.00	10,050.00
40005 - Backflow Testing	7,500.00	750.00	3,775.00	3,725.00
40006 - Tampering Fee/Line Breaks	4,500.00	1,081.41	2,772.49	1,727.51
40007 - Delinquency Fee	70,000.00	8,700.00	36,850.00	33,150.00
40008 - Penalties-Water	80,000.00	10,434.81	50,678.36	29,321.64
40009 - Membership Fees	6,500.00	550.00	2,700.00	3,800.00
40010 - Impact Fees	50,000.00	6,570.05	86,017.69	-36,017.69
40011 - Returned Check Fees	525.00	70.00	280.00	245.00
40012 - Credit Card Fees	15,000.00	1,542.00	7,680.00	7,320.00
40013 - Miscellaneous Revenue	250.00	5.00	-828.18	1,078.18
40015 - Penalties-Sewer	21,000.00	2,246.53	12,919.53	8,080.47
40017 - Hydrant Meter Rental Fee	3,500.00	250.00	1,500.00	2,000.00
40018 - Permit Fees	750.00	0.00	0.00	750.00
40019 - DAC Trash Coupons	600.00	46.00	282.00	318.00
40020 - Miscellaneous Revenue-Sewer	750.00	72.57	361.56	388.44
40025 - DAC Sewer Revenue	50,000.00	2,840.85	15,438.38	34,561.62
45000 - Tower Rent	5,250.00	500.00	2,500.00	2,750.00
45001 - Billing Adjustments-Water	0.00	-961.88	-5,843.30	5,843.30
45005 - Fiscal Agent Fees	52,500.00	5,042.93	27,700.42	24,799.58
45010 - Interest	500.00	55.41	264.17	235.83
45015 - Copy/Fax	100.00	0.00	30.00	70.00
45020 - Other Income	52,500.00	1,055.74	27,799.31	24,700.69
45022 - Annual Farm Rental	0.00	0.00	3,500.00	-3,500.00
45025 - Contract Services	0.00	3,572.57	23,409.08	-23,409.08
45030 - Transfers In	525,000.00	0.00	0.00	525,000.00
49000 - Recovered Bad Debts	1,500.00	100.00	100.00	1,400.00
Revenue Total:	4,883,225.00	415,272.51	2,178,581.50	2,704,643.50
Expense				
60001 - Transfers to Reserves	0.00	10,000.00	270,303.09	-270,303.09
60005 - Accounting Fees	500.00	0.00	100.00	400.00
60010 - Audit	14,000.00	9,333.88	9,333.88	4,666.12
60020 - Bank Service Charges	35,000.00	4,042.54	19,881.58	15,118.42
60025 - Cash Short/Over	500.00	100.96	389.48	110.52
60026 - Computer Hardware	10,000.00	0.00	2,701.26	7,298.74
60030 - Dues and Subscriptions	3,250.00	1,878.00	31,940.53	-28,690.53
60035 - Engineering Fees	60,000.00	6,437.94	18,464.16	41,535.84
60045 - Late Fees	500.00	0.00	82.79	417.21
60050 - Legal Fees	10,000.00	389.03	1,589.47	8,410.53
60055 - Legal Notices	500.00	0.00	55.70	444.30
60060 - Licenses & Fees	16,000.00	3,847.09	10,979.26	5,020.74
60065 - Meals	3,000.00	138.18	502.35	2,497.65

60075 - Permit Fees	10,000.00	0.00	350.00	9,650.00
60080 - Postage	3,250.00	482.80	842.65	2,407.35
60090 - Professional Fees-Other	20,000.00	0.00	0.00	20,000.00
60100 - Project Development	0.00	0.00	7.54	-7.54
60120 - Retirement Account Fees	20,000.00	6,153.68	11,496.53	8,503.47
60125 - Easments & Leases	10,000.00	0.00	0.00	10,000.00
60130 - Training	7,200.00	0.00	4,510.47	2,689.53
60140 - Travel:Airfare Per Diem	3,000.00	0.00	0.00	3,000.00
60150 - Travel:Lodging Per Diem	7,000.00	4,968.98	6,984.06	15.94
60155 - Travel:Meals Per Diem	2,000.00	281.02	672.85	1,327.15
60160 - Travel:Mileage/Parking Per Diem	500.00	852.44	1,179.29	-679.29
60165 - Travel:Vehicle Rental Per Diem	1,500.00	0.00	0.00	1,500.00
60600 - Debit Service	515,000.00	43,315.32	116,215.39	398,784.61
60625 - Interest paid to NMED	15,000.00	0.00	0.00	15,000.00
60650 - Interest paid to NMFA	0.00	1,621.83	11,177.99	-11,177.99
60675 - Interest paid to USDA	270,000.00	31,698.21	139,931.14	130,068.86
63000 - Regular Pay	1,342,500.00	38,933.96	456,095.20	886,404.80
63001 - Overtime	46,225.00	1,340.38	21,973.61	24,251.39
63006 - Holiday Pay	80,000.00	5,689.92	22,594.80	57,405.20
63007 - Sick Pay	75,000.00	3,607.96	25,596.18	49,403.82
63008 - Annual Leave Pay	125,000.00	7,794.07	53,346.65	71,653.35
63010 - 401K 10% Company Contribution	5,250.00	0.00	0.00	5,250.00
63020 - 401K Employee Contribution	2,100.00	0.00	0.00	2,100.00
63040 - Administrative Labor	5,500.00	0.00	0.00	5,500.00
63070 - Employee Benefits-401K Contrib	190,000.00	1,675.83	16,718.30	173,281.70
63100 - Insurance-Dental	13,000.00	1,749.25	16,534.28	-3,534.28
63110 - Insurance-Health	310,000.00	16,127.04	148,940.18	161,059.82
63115 - Salaries: Insurance - Work Comp	15,750.00	0.00	5,515.00	10,235.00
63125 - Insurance: Life & Disability	20,000.00	921.32	9,615.66	10,384.34
63130 - Mileage	1,500.00	33.41	534.49	965.51
63135 - Drug Testing	1,000.00	0.00	180.00	820.00
63160 - Payroll Taxes-Medicare	25,625.00	848.36	8,557.31	17,067.69
63170 - Payroll Taxes-Social Security	95,525.00	3,627.38	36,589.51	58,935.49
63180 - Payroll Taxes-State Unemployem	10,000.00	0.00	3,896.33	6,103.67
63195 - Taxes, Liability, Insurance: Cobra Fee	1,000.00	85.00	385.00	615.00
63200 - Vision Insurance	4,500.00	165.17	1,612.96	2,887.04
64100 - Sewer:DAC Waste Water Flow Charge	52,500.00	0.00	20,440.56	32,059.44
64200 - Sewer:Electricity-Sewer	24,450.00	300.14	5,015.41	19,434.59
64300 - Sewer:Lab & Chemicals-Sewer	26,375.00	0.00	5,312.23	21,062.77
64500 - Sewer:Supplies & Materials	35,000.00	0.00	0.00	35,000.00
64501 - Pre Paid Tank Site Lease	2,000.00	0.00	15,982.00	-13,982.00
65010 - Automobile Repairs & Maint.	65,000.00	19,185.13	53,886.74	11,113.26
65230 - Computer Maintenance	100,000.00	4,214.54	22,080.96	77,919.04
65240 - Equipment Rental	5,000.00	0.00	322.85	4,677.15
65250 - Fuel	100,000.00	7,932.24	45,802.18	54,197.82
65255 - GPS Insights Charges	7,500.00	630.40	2,521.60	4,978.40
65260 - Kitchen & Cleaning Supplies	1,000.00	0.00	0.00	1,000.00
65270 - Lab Chemicals-Water	5,500.00	254.16	809.08	4,690.92
65275 - SCADA Maintenance Fee	1,225.00	278.04	972.82	252.18
65276 - Test Equipment Calibration	2,500.00	0.00	0.00	2,500.00
65277 - Generator Maintenance Contract	4,500.00	0.00	5,470.79	-970.79

65278 - Meter Testing/Repair/Replacement	10,000.00	30.00	6,222.00	3,778.00
65280 - Lab Chemicals-Water:Chemicals	50,000.00	3,632.06	26,469.30	23,530.70
65300 - Locates	4,000.00	0.00	1,506.00	2,494.00
65310 - Maint. & Repairs-Infrastructure	77,500.00	2,504.57	41,962.94	35,537.06
65320 - Maint. & Repairs-Office	27,500.00	7,060.22	8,440.30	19,059.70
65330 - Maintenance & Repairs-Other	195,000.00	2,731.46	11,124.71	183,875.29
65340 - Materials & Supplies	100,000.00	8,946.38	66,364.90	33,635.10
65345 - Non Inventory-Consumables	52,000.00	4,410.08	10,904.18	41,095.82
65350 - Office Supplies	15,000.00	1,206.84	5,423.21	9,576.79
65360 - Printing and Copying	60,000.00	8,160.67	26,155.95	33,844.05
65370 - Tool Furniture	15,000.00	764.19	5,888.25	9,111.75
65390 - Uniforms-Employee	18,000.00	1,255.45	7,391.61	10,608.39
65490 - Cell Phone	21,000.00	2,036.56	9,305.09	11,694.91
65500 - Electricity-Lighting	6,500.00	232.35	2,271.76	4,228.24
65510 - Electricity-Offices	15,000.00	341.77	6,175.83	8,824.17
65520 - Electricity-Wells	210,000.00	4,918.13	96,439.99	113,560.01
65530 - Garbage Service	3,500.00	22.37	1,186.59	2,313.41
65540 - Natural Gas	3,000.00	92.43	824.38	2,175.62
65550 - Security/Alarm	5,000.00	46.46	894.33	4,105.67
65560 - Telephone	25,000.00	1,823.62	9,141.66	15,858.34
65561 - Telstar Maintenance Contract	8,000.00	0.00	364.23	7,635.77
65570 - Wastewater	2,500.00	245.44	1,227.20	1,272.80
66200 - Insurance-General Liability	100,000.00	0.00	62,085.15	37,914.85
66700 - Water Conservation Fee	20,000.00	1,373.49	8,563.44	11,436.56
Expense Total:	4,883,225.00	282,770.14	1,813,024.05	3,070,200.95

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 12/13/2023**

LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannon Huston, Inc./Smithco Construction – Construction Stage – USDA-RD LOC \$17,073,000 (\$6,189,000 Loan/\$8,030,000 Grant, \$2,854,000 additional grant) –Contractor has begun hooking up customers. Project meeting was held 12/7/23. Estimate of Funds #12 has been submitted. Meeting with RD to discuss use of remaining project funds is set for 12/20/23.

LRG-11-05 – South Valley Water Supply & Treatment Project WTB #252 Planning USDA-RD Construction Funds– Bohannon Huston - Construction stage - \$1,174,00,000 RD Loan and \$4,629,000 Grant RD Funds: 15 draws have been submitted for RD funds. BHI is working on getting the final change order and project close-out items addressed.

LRG-17-02 – Central Office Building – Wilson & Co. - DW-4213 \$3,586,286.00 - SAP 21-F2723-STB \$1,200,000: Metal building is erected and interior work is ongoing. Construction schedule is updated to reflect completion 2/16/24. Modular building is assembled on-site and interior work is ongoing. The contractor has been subject to liquidated damages since 10/22/253. 31 DW Requisition's have been submitted and 11 SAP Requests for Payment. Next on-site progress meeting is pending a date due to the holidays.

Forty-Year Water Plan – CE&M – complete – needs update for new mergers after Brazito combine & commingle: Currently only includes the initial five systems. BHI will be submitting a proposed Task Order.

LRG-13-03 – Valle Del Rio Water System Project – Construction Stage & Ph. II Design - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment – Souder, Miller & Associates/Morrow Enterprises, Inc.: Funding deadline was extended to 12/1/23, and we are requesting an additional extension. The building for the new booster skid is on order, the contractor finalizing quote for the electrical work.

Water Treatment – Move Deserts Sands Skid to VDR – Design & Construction - \$250,000 SAP 22-G2330-STB – SMA – Engineering Agreement was approved and NOO issued on 2/9/23. DR #4 has been submitted. Design work is underway. Application for additional funding has been submitted to NM WTB and recommended for legislative approval in the upcoming session.

LRG-17-03 –East Mesa Water System Improvements Project – NMFA 3803-PG & 3804-PG \$93,307, 4915-CIF \$207,608 Loan/\$39544 Grant/\$9,562 Match, 5535-CIF \$67,487 Loan incl. Match/\$269,910 Grant, DW-5631 \$1,338,660 Loan/\$2,788,875 Grant – Ph I Construction, Ph II Design – Phase I well drilling contract is pending final payment, and we will meet with DBSA later this month to discuss getting the remainder of the Phase I Project out to bid. Phase II easement work is complete and we are discussing uses for about \$7,800 remaining funds.

LRG-18-01 Ph. II – High Valley Water System Improvements Ph. II & III Project – NMFA 4916-CIF \$630,384 Grant, \$111,244 Loan – Design & Construction – Souder, Miller & Assoc. – Once the generator and booster skid can be moved from Valle Del Rio, the project will be complete.

LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build – SMA - \$150,000 SAP - \$2,352,800 WTB –WTB award letter has been received. We still have not received the additional debt permission from RD.

LRG-19-09 – S. Valley Service Area Line Extensions - SMA – See the Stern Drive Project for information.

LRG-23-01 – Water Asset Management Plan – BHI - PG-6037 – up to \$50k – Planning Grant was awarded 1/26/23. BHI has set the project up on Tracker and Kathi and I have been uploading document. Kick off meeting was held 2/22/23. Met with AMP software companies on 4/13 & 4/14/23. BHI work is ongoing.

LRG-23-02 – Wastewater Asset Management Plan – BHI - PG-6038 – up to \$50k – Planning Grant was awarded 1/26/23. BHI has set the project up on Tracker and Kathi and I have been uploading document. Kick off meeting was held 2/22/23. Met with AMP software companies on 4/13 & 4/14/23. BHI work is ongoing.

On-Call Engineering Services – BHI has Task Orders for support for the Regional Project, BLM permit renewals, NM SLO and discharge permit renewals, subdivision reviews, and voting district and service area map updates. SMA has Task Orders for the Stern Drive Project and High Valley Project, and three new NM DOT permits.

Other projects:

2023 Local Election: Mr. Franco and Ms. Juarez will attend the swearing-in ceremony at the county, Patty will attend to photograph.

NM 2024 Legislature: Patty has been working on a handout for the legislators for our Vector Truck request, and I will work with her on getting it submitted on their website. Will also put together an application to replace the office building at Rincon.

Infrastructure Capital Improvements Plan 2025-2029: Has been submitted to NM DFA.

Reporting to Funding Agencies: Quarterly CIF Reports were submitted for the 4th Quarter; SAP monthly reporting on Capital Outlay begins this month on the new website, and US Census Construction reporting is up to date.

Documents Retention & Destruction – Sorting of old association documents for storage or destruction is ongoing, and staff is implementing approved retention/destruction schedules for LRGPWWA documents.

Website and Email – Notices and Minutes pages are up to date.

Training – Patty and I attended the NM Infrastructure Conference in October. Martin and I did a regionalization presentation for RCAC at a meeting of a number of water systems in Taos. Patty attended the 2024 WTB application cycle training.

Collection & Lien Procedures - 309 first notifications, 324 certified letters have been sent and 133 liens have been filed to date. 53 liens have been released following payment in full of the account.

Water Audits – Data collection is ongoing for 2023.

Rate Study – First half of increase has been implemented, second will be effective 3/1/24, board is scheduled to review the FY25 recommendation starting in April.

NM Board of Licensure for PEs & Surveyors – PEC met 11/2/23 and full board on 11/3/23 in Socorro. Will attend a special board meeting on Friday.

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

THIS Agreement, made this 8TH day of November 2023 (effective date) by and between The Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and Wilson & Company, Inc., Engineers and Architects hereinafter referred to as the ENGINEER. This contract expires on 16th day of February 2024.

The OWNER intends to complete the construction a Project consisting of a Central Operations Building to consolidate resources and maximize functional efficiencies.

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

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- Attachment I – Insurance – (required)
- Attachment II - Engineering Services During the Planning Phase - Not Required.
- Attachment III - Engineering Services During the Design Phase - Not Required.

Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This 8th day of November, 2023
Contract Time shall be 117 calendar days from Authorization to proceed date.
This phase expires on 02/16/2024.

Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This 8th day of November, 2023
Contract Time shall be 365 calendar days from Authorization to proceed date.
This phase expires on February 16, 2025.

Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This ___ day of ___, 20__
Contract Time shall be ___ calendar days from Authorization to proceed date.
This phase expires on _____.

Attachment A: Description of activities per phase
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SECTION A – GENERAL PROVISIONS

1. General

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

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

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

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

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

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

2. Approvals

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

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

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

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

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

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

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

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

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

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

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

4. Responsibilities of the OWNER

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

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

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

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

5. Changes

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

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

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

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

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

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

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

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

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

7. Payment

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

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

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

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

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

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

10. Audits and Access to Records

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

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

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

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

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

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

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

11. Subcontracts

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

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

12. Insurance

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

13. Environmental Condition of Site

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

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

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

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

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

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

14. Mutual Waiver

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

15. Independent Contractor

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

16. Equal Employment Opportunity

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

17. Gratuities

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

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

18. Covenant Against Contingent Fees

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

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

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

20. Remedies

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

21. Assurance Against Debarment

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

SECTION B –ENGINEERING SERVICES

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

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

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

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

None

Item #1: Electronic File Transfer Clause"

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

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

MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.
2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.
3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.
- f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed

to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

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

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

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

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

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

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

6. COVENANT AGAINST CONTINGENT FEES

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

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

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

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance

agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

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

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

By: _____ Date: December 13, 2023
OWNER
Type Name Esperanza Holguin
Title LRGPWWA Board Chairman

By:  _____ Date: 11/08/23
~~ARCHITECT / ENGINEER~~
Type Name Michael J. Wright, RA
Title Associate Vice President

REVIEWED AND APPROVED: FUNDING AGENCY

By: _____
Type Name _____
Date _____

AYTACHMENT I - Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such Insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$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.

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 8th day of November, 2023 (effective date) by and between the The Lower Rio Grande Public Water Works Authority, the OWNER, and Wilson & Company, Inc., Engineers and Architects, the ENGINEER, the OWNER and ENGINEER agree this 8th day of November, 2023 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

- A. Perform or provide the following tasks and/or deliverables:
Construction Administration Activities. (Refer to Attachment A)

- B. Cost Proposal –Lump Sum Contract Amount Provided
Refer to Attachment B.

- C. Reimbursable Expense Schedule
Refer to Attachment D

- D. Contract Time shall be 117 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by 02/16/2023 (DATE).

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

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$51,559.90, excluding gross receipt tax.

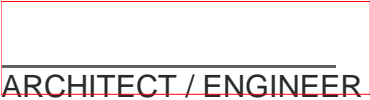
STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Construction Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency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

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

4. Signatures

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

By: _____ Date: December 13, 2023
OWNER
Type Name Esperanza Holguin
Title LRGPWWA Board Chairman

By:  _____ Date: 11/08/23
~~ARCHITECT / ENGINEER~~
Type Name Michael J. Wright, RA
Title Associate Vice President

REVIEWED AND APPROVED: FUNDING AGENCY

By: _____
Type Name _____
Date _____

ATTACHMENT V – Engineering Services During the Operations Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 8th day of November, 2023 (effective date) by and between the The Lower Rio Grande Public Water Works Authority, the OWNER, and Wilson & Company, Inc., Engineers and Architects, the ENGINEER, the OWNER and ENGINEER agree this 8th day of November, 2023 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Operations Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:
Operations Phase Activities. (Refer to Attachment A)

B. Cost Proposal –Lump Sum Contract Amount Provided
Refer to Attachment B.

C. Reimbursable Expense Schedule
Refer to Attachment D

D. Contract Time shall be 482 calendar days from the date of the OWNERS signature on Attachment V. Operations phase services shall be completed and accepted by the OWNER by 02/16/2025 (DATE).

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

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$1,919.65, excluding gross receipt tax.

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

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

4. Signatures

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

By: _____ Date: December 13, 2023
OWNER
Type Name Esperanza Holguin
Title LRGPWWA Board Chairman

By: Date: 11/08/23
ARCHITECT / ENGINEER
Type Name Michael J. Wright, RA
Title Associate Vice President

REVIEWED AND APPROVED: FUNDING AGENCY

By: _____
Type Name _____
Date _____

Special Provisions: Electronic File Transfer Clause

This Contract Agreement is amended to include the following provisions between the mentioned parties:

Final submittal of documents shall also be submitted in pdf format that can be transmitted electronically (i.e., files must be small enough to be transmitted by email and to be uploaded). All elements of the final submittal (i.e., AutoCAD files, water & wastewater models, GIS/GPS data, technical specifications, Microsoft Word files, etc.) shall be submitted in their original electronic working formats. In addition, final project Planning Reports and Preliminary Engineering Reports (PER) shall be provided in their original electronic working formats to facilitate the use of specific excerpts by the Lower Rio Grande Public Water Works Authority (LRGPWWA) for such reports assembled for grant and other funding applications, presentations to Legislative Committees or similar uses as deemed necessary by the LRGPWWA. Final electronic working reports will not be stamped or signed by the Engineer of Record.

The reports, plans, specifications and other engineering products created by Wilson & Company, Inc., Engineers and Architects and its subconsultants, are created specifically for the project and are intended to be used only for this project. The LRGPWWA agrees, to the fullest extent permitted by law, to indemnify and hold Wilson & Company, Inc., Engineers and Architects and its subconsultants harmless from any claim, liability or cost (including reasonable attorney fees and defense costs) arising or allegedly arising out of any reuse or modification to the approved final plans and specifications by the LRGPWWA or any person or entity that acquires the approved final plans and specifications from or through the LRGPWWA.

ATTACHMENT A

DESCRIPTION OF ACTIVITIES PER PHASE

PHASE IV

Agreement for Engineering Services

Scope of work, cost proposal and compensation for

Engineering Services during the Construction Phase

A. Construction Phase Services

A.1 General

A.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

A.1.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

A.2 Evaluations of the Work

A.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section B.1.4, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

A.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However,

neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

A.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

A.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

A.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

A.3 Certificates for Payment to Contractor

A.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section A.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

A.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

A.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

A.4 Submittals

A.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

A.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

A.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

A.4.4 Subject to Section B, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

A.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

A.5 Changes in the Work

A.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section B, the Architect shall prepare Change Orders and

Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

A.5.2 The Architect shall maintain records relative to changes in the Work.

A.6 Project Completion

A.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

A.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

A.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

A.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

A.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

B Architect's Additional Services

B.1.1 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section B shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule.

B.1.2 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

B.1.3 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

B.1.4 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Seven (7) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

B.1.5 Except for services required under Section A.6.5 and those services that do not exceed the limits set forth in Section B.1.4, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

B.1.6 If the services covered by this Agreement have not been completed within Four (4) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

A. Deliverables

- a. Monthly field reports (on-site) and meeting notes (off-site.)
- b. Notifications of Non-Conforming Work when determined as such.
- c. Punchlist documentation.
- d. Substantial Completion documentation.
- e. Final Completion documentation.

B. Cost Proposal

Refer to Attachment B.

C. Schedule of time to complete work:

- a. Established Substantial Completion Date: February 16, 2024

PHASE V

Agreement for Engineering Services

Scope of work, cost proposal and compensation for Engineering Services during the Operations Phase

A. Scope

1. Support coordination of Owner deficiency reporting to the General Contractor
2. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a single meeting with the Owner to review the facility operations and performance.

B. Deliverables

11-month warranty review report.

- a. 8-1/2 x 11 format

D. Cost Proposal

Refer to Attachment B - Operations Phase fee is included within the requested lump sum amount.

C. Schedule of time to complete work:

- a. 11-Months from the Contractor achieving Substantial Completion. Current Established Substantial Completion Date: February 16, 2024. 11-Month warranty will be February 16, 2025



**ATTACHMENT B
Hourly Breakdown**

Lower Rio Grande PWWA Central Office Building 2023-11-08 (rev09)		Labor						Expenses			Totals		
		Civil Engineer (P4 Staff Designer Licensed)	Project Architect (A6 Architect)	Architectural Drafter (PD3 Senior Designer II)	Admin Asst. III (AD3)	Engineer (P5 Project Designer / Engineer)	Designer (PD3 Senior Designer II) / Field Technician	Electrical Engineer (P5 Project Designer / Engineer)	Task Hours	Design Fees		Milage	Travel Expenses
Rate		\$ 134.00	\$ 158.00	\$ 106.00	\$ 71.00	\$ 172.00	\$ 106.00	\$ 172.00					
Lower Rio Grande PWWA													
5	Construction Phase												
	On-Site Meetings		70	20					90	\$ -		\$117.90	\$ -
	Off -Site Meetings		14	20					34	\$ 4,332.00			\$ 4,332.00
	RFIs		75	15		35	25		150	\$ 22,110.00			\$ 22,110.00
	Submittals		4	4					8	\$ 1,056.00			\$ 1,056.00
	Pay Applications		24	6					30	\$ 4,428.00			\$ 4,428.00
	Punch List		24	24					48	\$ 6,336.00			\$ 6,336.00
										\$ -			\$ -
6	Occupancy Phase												
	11-month warranty review	2	2		4	3		3	14	\$ 1,900.00		\$19.65	\$ 1,919.65
										\$ -			\$ -
										\$ -			\$ -
	Subtotal Professional Services								374	\$ 53,342.00		\$138	\$ 53,479.55
	Subtotal	2	213	89	4	38	25	3	374	\$53,342	\$ -	\$ 138	\$ -
	Item Subtotals \$	\$268	\$33,654	\$9,434	\$284	\$6,536	\$2,650	\$516					
		CIVIL	ARCH	\$43,088.00	\$284.00	MEP	\$9,186.00						
													Total Basic Services \$53,480

Milage Calculation per Trip	
n/a @ \$0.54/mile =	

Reimbursible Expenses	
Subtotal	\$ 53,479.55
(Las Cruces) NMGRT @ 6.5000%	\$ 3,476.17
TOTAL:	\$ 56,955.72

DETAILED SUMMARY OF ESTIMATED REIMBURSABLES

PRINTING COSTS (Estimated)										COST
Bidding Distribution & Check Sets										
Drawings (Assumes 185 30x42 sheets)										\$ 82
Specifications (Assumes 1,000 pages)										\$ 110
										\$ 192 Per Set
Schematic Design	0	Sets	@	\$	192.00	=	\$	-		
Design Development	0	Sets	@	\$	192.00	=	\$	-		
BID Documents (Excluded)	0	Sets	@	\$	192.00	=	\$	-		
Subtotal Printed Sets										\$ -
										→ \$ -
Presentation Graphics										
Presentation Board Mounting										\$ 45
Presentation Color Printing										\$ 76.50
Presentation Lamination										\$ 24.75
Cost per 30"x42" Presentation Board										\$ 146.25 Ea.
Schematic Design	0	Boards	@	\$	146.25	=	\$	-		
Design Development	0	Boards	@	\$	146.25	=	\$	-		
Final / Misc	0	Boards	@	\$	146.25	=	\$	-		
Subtotal Printed Sets										\$ -
										→ \$ -
*Number of Boards are Estimated Only. Actual amount of boards may be more or less.										
SUBTOTAL:										\$ -

TRAVEL COSTS (Estimated)										Estimated Cost
	Miles One Way	Min Miles Per Trip	x	Mileage Rate	Cost Per Trip	Number of Trips				
Travel Cost	15	30		\$ 0.655	\$ 19.65					
Estimated Required Travel										
<i>As-Builts</i>										
Programming (4 Meetings)				(6 Weeks)	\$ 19.65	x 0	=	\$	-	
Schematic Design (6 Meetings)				(6 Weeks)	\$ 19.65	x 0	=	\$	-	
Design Development (6 Meetings)				(8 Weeks)	\$ 19.65	x 0	=	\$	-	
Construction Documents (6 Meetings)				(14 Weeks)	\$ 19.65	x 0	=	\$	-	
Bidding & Negotiation (2 Meetings)				(8 Weeks)	\$ 19.65	x 0	=	\$	-	
Construction Administration (Monthly)				(68 Weeks)	\$ 19.65	x 5	=	\$	98.25	
11-Month Warranty					\$ 19.65	x 1	=	\$	19.65	
										\$ 117.90
*Number of Trips are Estimated Only. Actual frequency of trips may be more or less.										
Wilson & Company intends to group trips with work in the area to save Owner cost on this reimbursable.										
SUBTOTAL:										\$ 117.90

PER DIEM COSTS (Estimated)										COST
	Breakfast Allowance	Lunch Allowance	Dinner Allowance	# of Meals/Trip	Subtotal Per Person / Trip	Average # of Person Per Trip	Number of Trips			
Lodging (n/a)					\$ -					
Meals	\$ 10.00	\$ 15.00		0	\$ -	1.00	7	=	\$	-
SUBTOTAL:										\$ -

MISCELLANEOUS REIMBURSABLE EXPENSES										COST
EXISTING CONDITIONS DOCUMENTATION / AS-BUILT FIELD MEASUREMENTS										n/a
Architecture As-Built Acquisition / Verification / Coordination										\$0 0 hours @ \$0
MEP As-Built Acquisition / Verification / Coordination										\$0 0 hours @ \$0
As-Built Information into Modeling										\$0 0 hours @ \$0
SUBTOTAL:										\$ -

TOTAL ESTIMATED REIMBURSABLES:	(Excluding NMGR)	\$ 117.90
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Service Order

Conterra Networks
 5301 77 Center Drive
 Charlotte, NC 28217
 Phone 704.936.1800
www.conterra.com

Quote #: 33701-Q-23504
Date: December 1, 2023
Valid Until: December 31, 2023

Legal Business Name:	Lower Rio Grande Public Water Works Authority	Conterra Contact
Contact:	Martin Lopez	Rep: Doug Boberg
Phone:	(575) 233-5742	Phone: (575) 386-5918
E-Mail:	martin.lopez@lrgauthority.org	E-Mail: dboberg@conterra.com
Address:	325 Holguin Rd Vado, New Mexico 88072 United States	

Contract Term: 60 Months

Location: 9774 Butterfield Blvd Las Cruces NM 88011 Location Status: Successful

Description	QTY	Unit MRC	Total NRC	Total MRC
Premier Internet - 100 Mb	1.00	\$300.00	\$31,653.99	\$300.00
Static IP Address - Included	1.00			
		Sub Total:	\$31,653.99	\$300.00

Quote Totals

	Total NRC	Total MRC
	\$31,653.99	\$300.00

Order

This Order Form ("Order") is entered into by and between Conterra Ultra Broadband, LLC, a South Carolina liability company ("Conterra Networks") on behalf of itself and for the benefit of itself and its Affiliates, and Customer.

This Order is subject to and controlled by the **Terms and Conditions set forth at <https://conterra.com/terms-and-conditions/>**, which are incorporated herein by reference (collectively, the Order and the Terms and Conditions shall be referred to as the "Agreement"). Customer's signature constitutes acceptance of the Order and its agreement to the Terms and Conditions.

SERVICE, TERM AND RATES: Conterra agrees to provide, and Customer agrees to accept the services (hereinafter, the "Service(s)") beginning on the In-Service Date and continue for the Term and the rates contained above. Conterra and Customer shall use commercially reasonable efforts to provide services on or about the Requested Service Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their duly authorized officers or representatives.

Notes

1. Customer will provide rack space and power at no cost to Conterra.
2. Pricing is exclusive of taxes and fees.
3. Pricing and availability are contingent upon the credit approval, final site survey and engineering.
4. Customer is responsible for ensuring access to the property where Service will be provided. Customer agrees as follows (check one):

Customer warrants that it is the Building/Property owner or otherwise has the authority to, and shall, allow Conterra, its agents, contractors, and Affiliates to install and maintain all equipment necessary to provide Services to the Customer at the Customer's premises, including, but not limited to access to the roof. Customer shall be responsible for arranging access to any of the rights of way, conduit, and equipment space necessary to provide the Service on the Customer's premises so that Conterra may install, repair, maintain, inspect, replace, or remove any and all facilities associated equipment provided by Conterra; or

Customer is not the Building/Property owner. Customer understands installation will not be completed until the Building/Property owner or their agent or designee has authorized access to the property by Conterra. The Customer will be required to provide contact information for the Building/Property Owners, or their agents, or designees.

CONTERRA

Lower Rio Grande Public Water Works Authority

By:

By:

Name: _____

Name: Esperanza Holquin

Title: _____

Title: Board Chair

Date: _____

Date: December 13, 2023

ATTACHMENT A
ADDITIONAL TERMS-VOIP

Usage:

Voice services such as Business Voice Lines, SIP Trunk Call Paths, SIP-PRI Call Paths, Hosted Voice Seats, and Hosted Voice Extensions may be offered with unlimited or metered usage packages and are subject to Conterra's Acceptable Use policy. When provided as part of an unlimited usage package offering, Domestic Long Distance (Domestic LD) includes calls in the continental US states, Alaska, Hawaii, and Canada.

Inbound Toll-Free Usage Plans – Inbound calls to a toll-free number provided by Conterra to Customer will be charged at a per minute rate of \$0.04 per minute. Conterra may offer usage packages of in-bound toll-free minutes at a fixed monthly rate. Each plan will include a corresponding number of minutes that can be used during the month. Customer will be charged a per minute rate for any usage in excess of the plan.

Virtual Fax Usage - Virtual Fax Packages include a fixed number of pages for inbound and outbound facsimile transmission. Customer will be charged a per page rate for each additional facsimile page transmission in excess of the plan.

Operator and Directory Assistance - Conterra will charge Customer \$1.20 for each call made to Conterra directory assistance and each call made to Conterra operators asking for assistance. Conterra will charge Customer \$6.00 for each call made to international directory assistance. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, calling cards or 900 calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) in one or more (or all) service areas.

International Calling - At Customer's request, Conterra will permit Customer access to international calling by removing the "blocking" that Conterra typically applies to such Service. Customer shall be liable for all charges associated with all international calling charges dialed from the customer premises, calling card(s) and/or access numbers, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that Conterra assumes no liability of any kind with respect to providing access to international calling or the use of international calling services via connections from Customer premises and locations where Customer uses Conterra's Service. Conterra reserves the right to retain or reapply its normal "blocking" of any International Calling that Conterra deems a high fraud risk destination.

Intended Use - The Service is for business purposes and may not be compatible with security systems and elevators. Customer is responsible for contacting their alarm monitoring company and/or elevator company to test the compatibility of any elevator phone, alarm monitoring or security system with the Service. Customer shall indemnify, defend and hold Conterra harmless against any and all claims made by any third party related to the use of international calling services or 900 services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third parties could result in suspension or interruption of long distance and/or local Services provided by Conterra. Conterra assumes no liability of any kind with respect to such potential Service suspensions or interruptions.

Acceptable Use – Additional terms regarding what Conterra regards as Normal, Reasonable, Impermissible, or Excessive Use are included in the Conterra Acceptable Use Policy, set forth at www.conterra.com, and is incorporated herein by reference.

Theft and Fraudulent Usage – Customer shall not use the Service in a manner calculated to avoid Conterra policies and procedures. Customer shall not obtain or use the Service in an improper manner. Customer must contact Conterra Customer Service immediately at noc@conterra.com or 800-634-1374, if the Equipment is stolen or if Customer becomes aware at any time that Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When calling, Customer must provide the account number and a detailed description of the circumstances of the Equipment theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of Service and additional charges. Until such time as Conterra receives notice of the theft, fraudulent use or unauthorized use, Customer will be liable for all use of the Service using Equipment stolen from Customer and any and all stolen, fraudulent or unauthorized use of the Service. Conterra reserves all of its rights at law and equity to proceed against anyone who uses the Service illegally or improperly.

Equipment:

Conterra shall rent the equipment necessary for the use of this service to Customer, and Conterra shall maintain exclusive ownership of any Equipment provided to Customer. Customer shall be responsible for ensuring that any Conterra Equipment is maintained in a secure location, and you shall be fully liable for any and all costs and charges associated with damage to or loss of Conterra Equipment. Equipment provided to Customer has been specifically configured to work with Customer's Service. Any alteration by Customer of the Equipment or a factory reset of the Equipment, unless directed by Conterra, may render the Equipment unusable with Conterra Service. Customer will be responsible for the replacement or reconfiguration cost of any such altered Equipment.

Customer bears all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is shipped to Customer or delivered and installed by Conterra until the time (if any) when it is returned to Conterra in accordance with this Agreement. Customer acknowledges that the export, import, and use of certain hardware, software, and technological data provided is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations such as those that prohibit certain services from being used in or accessed by a national of Cuba, Iran, North Korea, Sudan, Syria or any other sanctioned or embargoed country.

CUSTOMER ACKNOWLEDGES THAT CONTERRA IS NOT THE MANUFACTURER OF ANY HARDWARE OR EQUIPMENT AND THAT ALL HARDWARE AND EQUIPMENTS ARE BEING PROVIDED BY CONTERRA "AS IS" AND WITHOUT WARRANTY OR GUARANTY OF ANY KIND. YOU AGREE TO LOOK EXCLUSIVELY TO THE ORIGINAL EQUIPMENT MANUFACTURER OF SUCH HARDWARE AND EQUIPMENT WITH RESPECT TO ANY WARRANTY OR OTHER CLAIMS RESPECTING SUCH HARDWARE AND EQUIPMENT.

Billing:

Billing will commence upon the activation of service, including the activation of any temporarily assigned numbers, or within six (6) months of execution of the Agreement whichever is first. Should Customer postpone the date of activation more than one time, Customer will be charged two-hundred fifty dollars (\$250) per location for each and every postponement after the first postponement. For purpose of clarity, the preceding sentence does not obligate Conterra to grant a postponement of the activation date.

Conterra will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Conterra determines to bill in arrears), including but not limited to: Activation Fees; Monthly Service Fees; Equipment Charges; Usage Charges; International Usage Charges; Advanced Features, Add-Ons, Premium Services Charges; regulatory recovery fees; Universal Service Fund; 911 Fees; federal, state and/or local taxes; disconnection fees; and shipping and handling charges. The amount of such fees and charges shall be published and may change from time to time. Conterra may introduce new products and services at special introductory pricing. Introductory pricing may change at Conterra's discretion. International Long Distance rates are applied per minute at six (6) second intervals with a thirty (30) second minimum. All other Usage Charges will be billed in increments that are rounded up to the nearest minute unless otherwise set forth in the **rate schedules**.

The above capitalized fees are defined as follows:

Activation Fee - This fee covers charges for setting up Customer's account and activating Customer.

Monthly Service Fee - This is the basic charge associated with Customer's Service. This fee includes the calling charges defined by the selected plan; the features associated with the plan and basic account Service.

Equipment Charges - These are the charges associated with the Customer's purchase of equipment for use in connection with the Service.

Usage Charges - If Customer exceeds the number of calling minutes per the selected plan, incurs charges related with directory assistance or operator-assisted calling, or is deemed to have excessive use, Conterra will bill Customer for the applicable minutes, fax pages, or per-call charges.

International Usage Charges - These are the fees associated with calls to locations outside of the US, and Canada.

Advanced Features, Add-Ons, Premium Services Charges - Conterra charges additional fees for enhanced features and services such as Virtual Phone Numbers.

Universal Service Fund - The Universal Service Fund (USF) provides support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. All telephone companies that provide service between states and internationally, including wireless companies, must contribute a percentage of their revenues derived from these services to the USF.

Taxes – Conterra is required to bill and collect local, state and federal taxes imposed on Conterra’s customers by the various taxing authorities. Conterra passes all taxes it collects on to the appropriate taxing authority.

911 Fees - State and/or local governments may assess fees on Conterra to pay for emergency services in Customer’s community. Conterra bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Depending on Customer’s location, these fees can vary widely. Conterra is committed to supporting public safety services and resources in the states where Conterra operates.

Other:

For Customer’s convenience, Conterra provides access to its Service online. This may require Customer to enter into agreements or receive notices electronically. As a result, Customer acknowledges and agrees that by clicking “I Agree” or “I Accept”, Customer agrees to conduct electronically without limitation the particular transaction into which Customer entered including this Agreement;

- i. Customer has read and understand the electronic copy of electronic contracts, notices and records, without limitation including this Agreement, and any policies and any amendments;
- ii. Customer agrees to, and intends to be bound by, the terms of the particular transaction into which Customer thereby enters;
- iii. Customer is capable of printing or storing a copy of electronic records of transactions into which Customer enters including, without limitation, this Agreement and any amendments hereto; and,
- iv. Customer agrees to receive electronically information about the Service and other electronic records into which Customer thereby enters including, without limitation, this Agreement.

CUSTOMER

(Signature)

(Printed Name) / (Title)

(Date)



LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road

Vado, New Mexico 88072

(575) 233-5742

<http://LRGauthority.org>

RESOLUTION NUMBER FY2024-14

DELEGATING SIGNATORY AUTHORITY FOR AGREEMENTS, CONTRACTS, ROUTINE BUSINESS, AND PROJECTS

WHEREAS, the Lower Rio Grande Public Water Works Authority is a political Subdivision of the State of New Mexico established under NMSA 1978 73-26-1; and

WHEREAS, the Lower Rio Grande Public Water Works Authority is empowered to enter into agreements and contracts under NMSA 1978 73-26-1(F);

WHEREAS, the Lower Rio Grande Public Water Works Authority Governance Document Section 2.06 A. 2. grants signatory authority to the Board Chair and authorizes the Board of Directors to delegate signatory authority at a duly noticed meeting to another officer or employee; and

WHEREAS, this Resolution supercedes Resolution Number BY2012-11 adopted the 18th day of April, 2012 and Resolution Number FY2019-29 adopted the 17th day of April, 2019.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY that:

1. any officer of the Board of Directors holding the office of Vice-chair or above has the authority to execute any and all agreements and contracts on behalf of the Lower Rio Grande Public Water Works Authority; and
2. the General Manager is designated as the Registered Agent for the Lower Rio Grande Public Water Works Authority and is granted signatory authority for routine business matters; and
3. for projects with board authorized funding, the General Manager is granted signatory authority for contract change-orders and amendments, and signatory authority is granted to the General Manager, Projects Manager, and Finance Manager for project and project funding related documents other than contract change orders or amendments, including but not limited to funding applications and related documents; requisitions, requests for funds, disbursement requests, or estimates of

funds needed; project reports to funding or oversight agencies; and project close-out documents.

PASSED, APPROVED, AND ADOPTED this 13th day of December, 2023 on a vote of _____ in favor, _____ opposed and _____ absent.

SEAL:

Esperanza Holguin, Board Chair

ATTEST:

Glory Juarez, Secretary