



LOWER RIO GRANDE
Public Water Works Authority

PO Box 2646 Anthony, New Mexico 88021 (575) 233-5742

www.LRGauthority.org

Sign In Sheet

Page 1 of 1

Date: October 16, 2024

Time: 9:00 a.m.

Places: La Mesa Office

Event: Regular Board Mtg

SIGNATURE	Print Name, Title, Company	Phone Number	Email Address
	Martin Lopez LRG General Manager	575-233-5742 Ext. 1004	martin.lopez@lrgauthority.org
	Karen Nichols LRG Projects Manager	575-233-5742 Ext. 1018	karen.nichols@lrgauthority.org
	Patricia Charles LRG Projects Special.	575-233-5742 Ext. 1021	patty.charles@lrgauthority.org
	Kathi Jackson LRG Finance Manager	575-233-5742 Ext. 1005	kathi.jackson@lrgauthority.org
	John Schroder LRG Accounting Assistant	575-233-5742 Ext. 1006	john.schroder@lrgauthority.org
	Mike Lopez LRG Operations Manager	575-233-5742 Ext. 1011	mike.lopez@lrgauthority.org
	Espy Holguin – District 4 LRG Board Chair	575-644-9543	Espy.holguin@lrgauthority.org
	Glory Juarez – District 6 LRG Board Secretary	575-494-2750	glory.juarez@lrgauthority.org
	James Cadena – District 3 LRG Board Vice Chair	480-206-5930	James.cadena@lrgauthority.org
	Enrique Franco – District 2 LRG Board Director	575-649-1610	Enrique.franco@lrgauthority.org
	Juan Perez – District 5 LRG Board Member	575-520-4010	juan.perez@lrgauthority.org
Via Zoom	Tyler Hopkins Behannan Huston		
Via Zoom	Geise Alvarado APR Engineering		

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes —REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, October 16, 2024 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:** Mrs. Holguin called the meeting to order at 9:00 a.m. 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, **Mr. Perez** representing District #5 was present, **Mrs. Juarez** representing District #6 was absent, District #7 is vacant. Staff members present were General Manager Martin Lopez, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson. Guest in attendance were Tyler Hopkins from Bohannon Huston & Gabe Alvarado from HDR Engineering.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by General Manager Martin Lopez
- III. **Motion to approve Agenda:** Mr. Lopez requested that New Business Items 9A, 1 & 2 be postponed for the next meeting. Mr. Franco made the motion to approve the agenda with the New Business Items 9A, 1 & 2 be postponed for the next meeting. 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 September 18, 2024:** Mr. Franco made the motion to approve the minutes for Regular Board Meeting on September 18, 2024. 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. We were informed that a request was made thru FOIA (Freedom of Information Act) of Sewer Project#2. USDA provided the documentation for the request. Through the IPRA (Inspection of Public Records Act) a request for documents from 1960-1980 was made, but informed requester that the LRGPWWA does not have the requested documentation due to the fact that LRGPWWA did not exist within the time frame requested. He completed a USDA RD Compliance Report (every 3 years) for demographics of customers, board and employees. One of our trucks was in an accident, the police report faulted the other driver. The truck is at the body shop and an estimate has been provided. We are waiting on the other driver's insurance to authorize repairs. Mr. Lopez went to court regarding the Contractor that failed to complete a job. Default judgement was granted and ruled against the Contractor. Lead Service Line Inventory was submitted to NMED as required by the New Lead & Copper Rule Improvement 2024. Finance, Operations and Projects departments provided all the information needed to complete the requested information. It was sent a week

before it was due. Ms. Nichols, Ms. Charles and Mr. Lopez attended a Legislative Request meeting the evening of October 11, several of our legislators were present.

- B. Operations:** Mr. Mike Lopez did not provide a written report, because he was out of town at a training.
- C. Finance:** Ms. Jackson provided a written report and stood for questions. FY2025 first quarter revenues were \$492,577.82 and expenses were \$331,559.29. At the end of the first quarter, we are at 28% of revenue at 1.4 million and at 21% of expenses at 1.2 million. We paid off a loan last month, but it is reflected on this report.
- D. Projects:** Ms. Nichols provided a written report, but was not present at the board meeting. Mr. Lopez said we are having a bid opening on October 22, 2024. We combined three smaller projects into one in hopes that we get better pricing. For the portion of Stern Drive waterline extension, the South Valley Line Extension and the HWY 189-line extension. Bid opening will be on October 22, 2024.

VIII. Unfinished Business: none

IX. New Business

- A. Appointment of Director for District# 7:** These items were postponed for the next board meeting.
 - 1. Letter of Interest from Muriel Bowles
 - 2. Oath of Office
 - B. Motion to adopt Resolution FY2025-09 Adopting FY2025 1st Quarter Budget:** Mr. Cadena made the motion to adopt Resolution FY2025-09 adopting FY2025 1st Quarter Budget. Mr. Franco seconded the motion, the motion passed with all in favor. Ms. Jackson said this is the same information presented in her financial report earlier in the meeting.
 - C. Motion to approve Bohannan Huston, Inc. Engineering Agreement for Rincon Building Project:** Mr. Franco made the motion to approve Bohannan Huston, Inc. engineering agreement for Rincon Building Project. Mr. Perez seconded the motion, the motion passed with all in favor. Mr. Lopez said this funding is from Colonias Grant (24-12944) for Design, Build and construction observation of the Rincon Building. We have secured \$500,000.00 we will be short \$300,000.00 for completion of this project; the foundation will have to be completely demolished.
- X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, November 13, 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:** none had attended any trainings.
 - B. NM Infrastructure Finance Conference registration deadline is October 14, 2024. Late registration is October 14-21, 2024.** The registration was extended to October 21, 2024
 - C. General Managers Annual Evaluation**
 - D. Reminder – November board meeting will be on 13th and December board meeting will be on 11th.**

XI. Motion to Adjourn: Mr. Cadena made the motion to adjourn the board meeting at 9:20 a.m.

These minutes will be presented to the board for approval on the 13th Day of November, 2024 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Glory Juarez, Secretary

DRAFT

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING 9:00 a.m. Wednesday, October 16, 2024 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), **Mr. Perez** _____ (District # 5), **Mrs. Juarez** _____ (District #6), District #7 is vacant.
- II. Pledge of Allegiance
- III. Motion to approve Agenda
- IV. Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on September 18, 2024
- V. Presentations: none
- VI. Public Input: none
- VII. Managers' Reports
 - A. General Manager
 - B. Operations
 - C. Finance
 - D. Projects
- VIII. Unfinished Business- none
- IX. New Business
 - A. Appointment of Director for District# 7
 1. Letter of Interest from Muriel Bowles
 2. Oath of Office
 - B. Motion to adopt Resolution FY2025-09 Adopting FY2025 1st Quarter Budget
 - C. Motion to approve Bohannon Huston, Inc. Engineering Agreement for Rincon Building Project
- X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, November 13, 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.** NM Infrastructure Finance Conference registration deadline is October 14, 2024. Late registration is October 14-21, 2024
- C.** General Managers Annual Evaluation
- D.** Reminder – November board meeting will be on 13th and December board meeting will be on 11th.

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, September 18, 2024 AT the La Mesa OFFICE & ONLINE VIA ZOOM

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- I. **Call to Order, Roll Call to Establish Quorum:** Mrs. Holguin called the meeting to order and established quorum at 9:06 a.m. District #1 is vacant, **Mr. Franco** representing District #2 was absent, **Mr. Cadena** representing District #3 was present, **Mrs. Holguin** representing District #4 was present, **Mr. Perez** representing District # 5 was absent, **Mrs. Juarez** representing District #6 was present, District #7 is vacant. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson, Accounting Assistant John Schroder and Operations Manager Mike Lopez.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by General Manager Martin Lopez
- III. **Motion to approve Agenda:** Mr. Cadena made the motion to approve the agenda, Mrs. Juarez seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on August 21, 2024.** Mr. Cadena made the motion to approve the minutes for the board meeting on August 21, 2024. Mrs. Juarez 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. He reported that an RD Wastewater Loan was paid off. We hired two new employees a Well Technician and a Meter Mechanic. He authorized the use of the East Mesa Office parking lot for the Mesquite Animal Vaccination Clinic for one weekend a year. NMED-DWB has approved Phase 2 plans for the Subdivision at Las Flores. We received notification that Kinder-Morgan will be boring 30 feet under our water line on Three Saints Road, this will not impact our water line at all. Road improvements by DAC in Mesquite at Tres Caballos Road is scheduled to begin this fall. There is a potential for an Industrial Park along Stern Drive to be located where the closed dairies are. There is a potential for a million gallon per day water usage. This will help replace the dairy consumption that was lost. There will be a Zoning meeting on Sept. 26th for a Clinica De Familia on La Fe Road, he will be attending the meeting. SCCOG will be hosting a Legislative meeting on October 10th in Sunland Park from 6-8 p.m. We received to NMED Drinking Water violations one for the East Mesa System for failing to complete the Lead and Copper Monitoring requirements from 2008-2010. The other was for Valle Del Rio System for failing to also complete the Lead and Copper Monitoring Requirements from 2012-2014. These violations were both before we merged and purchased the

systems. LRGPWWA does not have to take any action for these violations. We retained an attorney with Stelzner & Associates from Albuquerque. Ms. Nichols wanted to add that she read an article in the Santa Fe New Mexican about 2 systems in the Tao's area that are going to merge under the new statute. These systems were part of the group that Mr. Lopez and Ms. Nichols met with last year. Their combined connections will be about 1000 connections. Mr. Lopez said he and Ms. Nichols are invited to participate in a focus group to brain storm on how to get funding to small communities.

- B. Finance:** Ms. Jackson provided a written report and stood for questions. She reported that Revenues were \$444,712.38 for the end of August 2024 and Expenses were \$400,203.74 leaving a surplus of \$44,508.64. She also included a report showing the water and sewer funds separately.
- C. Projects:** Ms. Nichols provided a written report and stood for questions. She said we have had multiple Project delays due to El Paso Electric Company delays. We are hoping that they will provide electric service today or tomorrow to both the grinder station and Valle del Rio. Which will finalize a couple of Projects. Update on our Office Project, contractor was starting the road work when they noticed water in the canal. EBID had said the season would be over by August 16th. But then they informed the Contractor that more water was going to Texas, which will be completed by end of September. Contractor has a deadline of October 6th, before the EBID notice, but they still have sidewalks and an ADA ramp to build and some foundation issues to address so that deadline is not attainable. They finally found ADA dish washers to replace the original ones purchased. Mr. Lopez said Ms. Jackson and Mr. Schroder are moving forward with the new phone system and IT needs for the new office. Mr. Mike Lopez has been coordinating the SCADA needs for the new office. The new furniture will be shipped on October 25th and will be in transit for a week. Ms. Nichols said we have 3 small projects out to bid. Sounder, Miller & Associates suggested we combine them into one Project, since they are all pipeline installations. They are the Highway 189 Project, the South Valley Line Extension Project and the Portion of Stern Drive left to finish up. They will be bid together. Operations Dept. is working on procurement of a Hydro Excavator and small Kubota Backhoe to spend the remaining SAP funds.
- D. Operations:** Mr. Lopez provided a written report and stood for questions. We had a big main line break 3 weeks ago in Berino. Last month, we had a problem in Talavera. Turned out to be a burnt-out Pump control panel. The actual well was found to be fine so a new panel was installed and the well is now running fine. Water usage for August was 62.70 million gallons higher than same time last year of 59.44 million gallons. Mr. Martin Lopez said he authorized Mike Lopez and JJ Gutierrez to go to a hydrant training in New York City on October 13-16.

VIII. Unfinished Business: none

IX. New Business

- A. Motion to accept RFP Committee Report for RFP #FY2025-01 South Valley Regional Water Supply Project and request a proposed Engineering Services Agreement from Bohannon Huston, Inc.:** Mrs. Juarez made the motion to accept the RFP Committee Report for South Valley Regional Water Supply Project and request an Agreement from Bohannon Huston, Inc. Mr. Cadena seconded the motion, the motion passed with all in favor.

B. Motion to adopt Resolution FY2025-08 Approving Application to Water Trust Board for High Valley Treatment Project: Mrs. Juarez made the motion to adopt Resolution FY2025-08 to approve an application to Water Trust Board for High Valley Treatment Project. Mr. Cadena seconded the motion passed, with all in favor. Mr. Lopez said this application may be pulled; we are waiting for lab test results on the new well. If the well produces the results we need then we will not need to apply for funding. Ms. Nichols said if we do not get the lab results soon, we may not be able to apply, the deadline to apply is end of September.

X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, October 16, 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. NM Infrastructure Finance Conference registration deadline is October 14, 2024. Late registration is October 14-21, 2024. If three or more board members are going to attend, we need to post a potential quorum notice.

C. Resolution to approve 1st Qtr. Budget Report

D. General Manager Evaluation

E. Reminder the November board meeting will be on 13th and December meeting will be on 11th

XI. Motion to Adjourn: Mrs. Juarez made the motion to adjourn the board meeting at 9:50 a.m.

These minutes will be presented to the board for approval on the 16th Day of October, 2024 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Glory Juarez, Secretary

LRGPWWA
Manager's Report
October 16, 2024

- USDA Informed us that there was a FOIA (Freedom of Information Act) request on the Sewer Project 2
- IPRA request for documents from 1960-1980; informed Requester the LRGPWWA does not have the documentation requested, due to the non-existence of the LRGPWWA in that time frame
- Completed a USDA RD Compliance Report (every 3 years)-customers, board and employee demographics
- One of our trucks was involved in an accident, police report faulted other driver, body shop has provided repair estimate, waiting on the other driver's insurance to authorize repairs
- Default judgement was granted for contractor who failed to complete a job, was paid half down
- Lead Service Line Inventory submitted to NMED as required by the new Lead and Copper Rule Improvement 2024
- Karen, Patty and I attend Legislative Request meeting the evening of October 11-several of our legislators were present



Income Statement

Lower Rio Grande Public Water Works Authority

Group Summary

For Fiscal: FYE 2025 Quarter Ending: 09/30/2024

Combined

AcctNumber	Current Total Budget	MTD Activity	QTD Activity	YTD Activity	Budget Remaining
Revenue					
40000 - Operating Revenue	4,386,875.00	443,808.80	1,279,605.79	1,279,605.79	3,107,269.21
40002 - Installation Fees	105,000.00	3,262.78	27,049.41	27,049.41	77,950.59
40003 - Activation & Connection Fees-Water	22,500.00	1,740.68	6,508.73	6,508.73	15,991.27
40005 - Backflow Testing	7,500.00	375.00	1,375.00	1,375.00	6,125.00
40006 - Tampering Fee/Line Breaks	5,000.00	839.08	1,966.91	1,966.91	3,033.09
40007 - Delinquency Fee	75,000.00	5,300.00	20,850.00	20,850.00	54,150.00
40008 - Penalties-Water	95,000.00	11,905.53	34,776.72	34,776.72	60,223.28
40009 - Membership Fees	5,000.00	550.00	2,000.00	2,000.00	3,000.00
40010 - Impact Fees	50,000.00	3,040.89	11,468.46	11,468.46	38,531.54
40011 - Returned Check Fees	525.00	35.00	105.00	105.00	420.00
40012 - Credit Card Fees	17,000.00	1,584.00	4,890.00	4,890.00	12,110.00
40013 - Miscellaneous Revenue	250.00	124.31	159.31	159.31	90.69
40015 - Penalties-Sewer	26,500.00	2,909.20	8,580.03	8,580.03	17,919.97
40016 - Meter Test Fee	0.00	0.00	0.00	0.00	0.00
40017 - Hydrant Meter Rental Fee	3,500.00	0.00	750.00	750.00	2,750.00
40018 - Permit Fees	500.00	0.00	400.00	400.00	100.00
40019 - DAC Trash Coupons	600.00	54.00	164.00	164.00	436.00
40020 - Miscellaneous Revenue-Sewer	800.00	74.41	223.23	223.23	576.77
40025 - DAC Sewer Revenue	20,000.00	2,913.44	8,635.80	8,635.80	11,364.20
45000 - Tower Rent	5,500.00	500.00	1,500.00	1,500.00	4,000.00
45005 - Fiscal Agent Fees	55,000.00	5,385.47	18,617.31	18,617.31	36,382.69
45010 - Interest	500.00	39.68	122.60	122.60	377.40
45015 - Copy/Fax	100.00	22.00	34.50	34.50	65.50
45020 - Other Income	60,000.00	4,500.00	12,966.08	12,966.08	47,033.92
45025 - Contract Services	0.00	3,613.55	11,879.58	11,879.58	-11,879.58
45030 - Transfer In	0.00	0.00	0.00	0.00	0.00
49000 - Recovered Bad Debts	1,000.00	0.00	300.00	300.00	700.00
	4,943,650.00	492,577.82	1,454,928.46	1,454,928.46	3,488,721.54
Expenses					
60001 - Transfers to Reserves	0.00	10,000.00	30,000.00	30,000.00	-30,000.00
60005 - Accounting Fees	500.00	0.00	31.95	31.95	468.05
60010 - Audit	14,000.00	0.00	0.00	0.00	14,000.00
60020 - Bank Service Charges	40,000.00	38.00	67.99	67.99	39,932.01
60021 - Monthly Credit Card Processing Fees	0.00	4,924.21	14,013.39	14,013.39	-14,013.39
60025 - Cash Short/Over	500.00	-63.30	-76.25	-76.25	576.25
60026 - Computer Hardware	25,000.00	0.00	2,090.00	2,090.00	22,910.00
60030 - Dues and Subscriptions	3,250.00	0.00	550.00	550.00	2,700.00
60035 - Engineering Fees	60,000.00	1,668.49	21,009.12	21,009.12	38,990.88
60045 - Late Fees	500.00	2,189.95	2,189.95	2,189.95	-1,689.95
60050 - Legal Fees	10,000.00	280.96	1,458.64	1,458.64	8,541.36
60055 - Legal Notices	500.00	81.80	81.80	81.80	418.20
60060 - Licenses & Fees	13,500.00	0.00	500.00	500.00	13,000.00
60065 - Meals	1,000.00	0.00	132.76	132.76	867.24
60075 - Permit Fees	1,000.00	0.00	2,000.00	2,000.00	-1,000.00
60080 - Postage	3,250.00	89.74	493.11	493.11	2,756.89
60120 - Retirement Account Fees	30,000.00	0.00	13,102.46	13,102.46	16,897.54

60125 - Easments & Leases	10,000.00	0.00	0.00	0.00	10,000.00
60130 - Training	5,000.00	30.81	326.58	326.58	4,673.42
60140 - Travel:Airfare Per Diem	3,000.00	3,189.80	3,189.80	3,189.80	-189.80
60150 - Travel:Lodging Per Diem	14,500.00	0.00	-313.58	-313.58	14,813.58
60155 - Travel:Meals Per Diem	2,000.00	23.40	121.67	121.67	1,878.33
60160 - Travel:Mileage/Parking Per Diem	2,000.00	0.00	0.00	0.00	2,000.00
60165 - Travel:Vehicle Rental Per Diem	1,500.00	0.00	0.00	0.00	1,500.00
60600 - Debit Service	429,763.00	17,773.43	135,399.46	135,399.46	294,363.54
60625 - Interest paid to NMED	75,057.00	0.00	0.00	0.00	75,057.00
60650 - Interest paid to NMFA	0.00	2,906.06	11,501.99	11,501.99	-11,501.99
60675 - Interest paid to USDA	235,739.00	27,543.56	79,687.69	79,687.69	156,051.31
63000 - Regular Pay	1,450,000.00	97,521.62	298,455.95	298,455.95	1,151,544.05
63001 - Overtime	45,000.00	3,166.16	12,373.59	12,373.59	32,626.41
63006 - Holiday Pay	80,000.00	7,678.92	14,194.48	14,194.48	65,805.52
63007 - Sick Pay	75,000.00	9,688.30	22,930.64	22,930.64	52,069.36
63008 - Annual Leave Pay	100,000.00	8,271.28	24,579.13	24,579.13	75,420.87
63040 - Administrative Labor	25,000.00	0.00	0.00	0.00	25,000.00
63070 - Employee Benefits-401K Contrib	232,000.00	3,732.10	11,001.40	11,001.40	220,998.60
63100 - Insurance-Dental	13,000.00	1,219.00	3,657.02	3,657.02	9,342.98
63110 - Insurance-Health	360,000.00	31,523.88	57,729.43	57,729.43	302,270.57
63115 - Salaries: Insurance - Work Comp	30,000.00	3,917.90	9,290.40	9,290.40	20,709.60
63125 - Insurance: Life & Disability	25,000.00	2,116.14	6,575.59	6,575.59	18,424.41
63130 - Mileage	1,500.00	0.00	0.00	0.00	1,500.00
63135 - Drug Testing	1,000.00	225.00	270.00	270.00	730.00
63160 - Payroll Taxes-Medicare	23,000.00	1,831.70	5,401.65	5,401.65	17,598.35
63170 - Payroll Taxes-Social Security	101,500.00	7,832.20	23,097.00	23,097.00	78,403.00
63180 - Payroll Taxes-State Unemployem	10,000.00	1,141.10	1,141.10	1,141.10	8,858.90
63195 - Taxes, Liability, Insurance: Cobra Fee	1,000.00	75.00	225.00	225.00	775.00
63200 - Vision Insurance	4,500.00	330.32	990.99	990.99	3,509.01
64100 - Sewer:DAC Waste Water Flow Charge	24,591.00	0.00	6,216.01	6,216.01	18,374.99
64200 - Sewer:Electricity-Sewer	15,000.00	520.31	4,156.17	4,156.17	10,843.83
64300 - Sewer:Lab & Chemicals-Sewer	0.00	1,333.10	2,647.78	2,647.78	-2,647.78
64501 - Pre Paid Tank Site Lease	2,000.00	0.00	0.00	0.00	2,000.00
65010 - Automobile Repairs & Maint.	75,000.00	13,561.05	32,281.46	32,281.46	42,718.54
65230 - Computer Maintenance	150,000.00	4,362.47	41,815.37	41,815.37	108,184.63
65240 - Equipment Rental	5,000.00	0.00	178.95	178.95	4,821.05
65250 - Fuel	100,000.00	7,617.36	25,279.64	25,279.64	74,720.36
65255 - GPS Insights Charges	7,500.00	742.04	2,198.35	2,198.35	5,301.65
65260 - Kitchen & Cleaning Supplies	1,000.00	0.00	0.00	0.00	1,000.00
65270 - Lab Chemicals-Water	5,500.00	297.04	579.14	579.14	4,920.86
65275 - SCADA Maintenance Fee	5,000.00	3,937.31	4,033.17	4,033.17	966.83
65276 - Test Equipment Calibration	3,000.00	0.00	0.00	0.00	3,000.00
65277 - Generator Maintenance Contract	10,000.00	0.00	0.00	0.00	10,000.00
65278 - Meter Testing/Repair/Replacement	10,000.00	0.00	6,523.13	6,523.13	3,476.87
65280 - Lab Chemicals-Water:Chemicals	50,000.00	5,207.16	13,589.57	13,589.57	36,410.43
65300 - Locates	4,000.00	0.00	787.16	787.16	3,212.84
65310 - Maint. & Repairs-Infrastructure	50,000.00	6,681.39	101,056.86	101,056.86	-51,056.86
65320 - Maint. & Repairs-Office	37,500.00	95.85	3,144.22	3,144.22	34,355.78
65330 - Maintenance & Repairs-Other	110,000.00	324.99	12,342.11	12,342.11	97,657.89
65340 - Materials & Supplies	100,000.00	5,571.39	23,775.78	23,775.78	76,224.22
65345 - Non Inventory-Consumables	52,000.00	1,970.14	11,146.70	11,146.70	40,853.30
65350 - Office Supplies	17,500.00	1,051.68	2,894.33	2,894.33	14,605.67
65360 - Printing and Copying	65,000.00	5,078.05	15,891.81	15,891.81	49,108.19
65370 - Tool Furniture	15,000.00	485.18	1,677.29	1,677.29	13,322.71

65390 - Uniforms-Employee	25,000.00	1,642.97	5,165.92	5,165.92	19,834.08
65490 - Cell Phone	30,000.00	1,922.75	5,767.78	5,767.78	24,232.22
65500 - Electricity-Lighting	6,500.00	246.75	1,134.77	1,134.77	5,365.23
65510 - Electricity-Offices	15,000.00	1,481.05	5,945.36	5,945.36	9,054.64
65520 - Electricity-Wells	210,000.00	9,684.54	42,784.52	42,784.52	167,215.48
65530 - Garbage Service	3,500.00	338.30	1,014.90	1,014.90	2,485.10
65540 - Natural Gas	3,500.00	122.31	527.68	527.68	2,972.32
65550 - Security/Alarm	5,000.00	2,355.76	3,911.86	3,911.86	1,088.14
65560 - Telephone	10,000.00	1,854.31	5,564.53	5,564.53	4,435.47
65561 - Telstar Maintenance Contract	8,000.00	0.00	0.00	0.00	8,000.00
65570 - Wastewater	3,500.00	245.44	736.32	736.32	2,763.68
66200 - Insurance-General Liability	125,000.00	0.00	24,972.00	24,972.00	100,028.00
66700 - Water Conservation Fee	25,000.00	1,881.07	5,547.22	5,547.22	19,452.78
Expense Total:	4,943,650.00	331,559.29	1,224,759.76	1,224,759.76	3,718,890.24
Total Surplus (Deficit):	0.00	161,018.53	230,168.70	230,168.70	-230,168.70



Income Statement

Lower Rio Grande Public Water Works Authority

Group Summary

For Fiscal: FYE 2025 Quarter Ending: 09/30/2024

Water Only

AcctNumber	Current Total Budget	MTD Activity	QTD Activity	YTD Activity	Budget Remaining
Revenue					
40000 - Operating Revenue	4,085,675.00	401,134.12	1,156,677.43	1,156,677.43	2,928,997.57
40002 - Installation Fees	80,000.00	3,167.75	26,764.32	26,764.32	53,235.68
40003 - Activation & Connection Fees-W	22,500.00	1,740.68	6,508.73	6,508.73	15,991.27
40005 - Backflow Testing	7,500.00	375.00	1,375.00	1,375.00	6,125.00
40006 - Tampering Fee/Line Breaks	5,000.00	839.08	1,966.91	1,966.91	3,033.09
40007 - Delinquency Fee	75,000.00	5,300.00	20,850.00	20,850.00	54,150.00
40008 - Penalties-Water	95,000.00	11,905.53	34,776.72	34,776.72	60,223.28
40009 - Membership Fees	5,000.00	550.00	2,000.00	2,000.00	3,000.00
40010 - Impact Fees	50,000.00	3,040.89	11,468.46	11,468.46	38,531.54
40011 - Returned Check Fees	525.00	35.00	105.00	105.00	420.00
40012 - Credit Card Fees	17,000.00	1,584.00	4,890.00	4,890.00	12,110.00
40013 - Miscellaneous Revenue	250.00	124.31	159.31	159.31	90.69
40015 - Penalties-Sewer	1,500.00	142.00	400.00	400.00	1,100.00
40016 - Meter Test Fee	0.00	0.00	0.00	0.00	0.00
40017 - Hydrant Meter Rental Fee	3,500.00	0.00	750.00	750.00	2,750.00
40018 - Permit Fees	500.00	0.00	400.00	400.00	100.00
40019 - DAC Trash Coupons	600.00	54.00	164.00	164.00	436.00
45000 - Tower Rent	5,500.00	500.00	1,500.00	1,500.00	4,000.00
45005 - Fiscal Agent Fees	55,000.00	5,385.47	18,617.31	18,617.31	36,382.69
45010 - Interest	500.00	39.68	122.60	122.60	377.40
45015 - Copy/Fax	100.00	22.00	34.50	34.50	65.50
45020 - Other Income	60,000.00	4,500.00	12,966.08	12,966.08	47,033.92
45025 - Contract Services	0.00	3,613.55	11,879.58	11,879.58	-11,879.58
45030 - Transfer In	0.00	0.00	0.00	0.00	0.00
49000 - Recovered Bad Debts	1,000.00	0.00	300.00	300.00	700.00
Revenue Total:	4,571,650.00	444,053.06	1,314,675.95	1,314,675.95	3,256,974.05
Expense					
60001 - Transfers to Reserves	0.00	10,000.00	30,000.00	30,000.00	-30,000.00
60005 - Accounting Fees	500.00	0.00	31.95	31.95	468.05
60010 - Audit	14,000.00	0.00	0.00	0.00	14,000.00
60020 - Bank Service Charges	40,000.00	38.00	67.99	67.99	39,932.01
60021 - Monthly Credit Card Processing	0.00	4,924.21	14,013.39	14,013.39	-14,013.39
60025 - Cash Short/Over	500.00	-63.30	-76.25	-76.25	576.25
60026 - Computer Hardware	25,000.00	0.00	2,090.00	2,090.00	22,910.00
60030 - Dues and Subscriptions	3,250.00	0.00	550.00	550.00	2,700.00
60035 - Engineering Fees	60,000.00	1,668.49	21,009.12	21,009.12	38,990.88
60045 - Late Fees	500.00	2,189.95	2,189.95	2,189.95	-1,689.95
60050 - Legal Fees	10,000.00	280.96	1,458.64	1,458.64	8,541.36
60055 - Legal Notices	500.00	81.80	81.80	81.80	418.20
60060 - Licenses & Fees	13,500.00	0.00	500.00	500.00	13,000.00
60065 - Meals	1,000.00	0.00	132.76	132.76	867.24
60075 - Permit Fees	1,000.00	0.00	2,000.00	2,000.00	-1,000.00

60080 - Postage	3,250.00	89.74	493.11	493.11	2,756.89
60120 - Retirement Account Fees	30,000.00	0.00	13,102.46	13,102.46	16,897.54
60125 - Easments & Leases	10,000.00	0.00	0.00	0.00	10,000.00
60130 - Training	5,000.00	0.00	295.77	295.77	4,704.23
60140 - Travel:Airfare Per Diem	3,000.00	3,189.80	3,189.80	3,189.80	-189.80
60150 - Travel:Lodging Per Diem	14,500.00	0.00	-313.58	-313.58	14,813.58
60155 - Travel:Meals Per Diem	2,000.00	23.40	121.67	121.67	1,878.33
60160 - Travel:Mileage/Parking Per Diem	2,000.00	0.00	0.00	0.00	2,000.00
60165 - Travel:Vehicle Rental Per Diem	1,500.00	0.00	0.00	0.00	1,500.00
60600 - Debit Service	210,442.00	9,307.42	27,930.31	27,930.31	182,511.69
60625 - Interest paid to NMED	75,057.00	0.00	0.00	0.00	75,057.00
60650 - Interest paid to NMFA	0.00	2,906.06	11,501.99	11,501.99	-11,501.99
60675 - Interest paid to USDA	122,651.00	11,549.57	31,497.34	31,497.34	91,153.66
63000 - Regular Pay	1,450,000.00	97,521.62	298,455.95	298,455.95	1,151,544.05
63001 - Overtime	45,000.00	3,166.16	12,373.59	12,373.59	32,626.41
63006 - Holiday Pay	80,000.00	7,678.92	14,194.48	14,194.48	65,805.52
63007 - Sick Pay	75,000.00	9,688.30	22,930.64	22,930.64	52,069.36
63008 - Annual Leave Pay	100,000.00	8,271.28	24,579.13	24,579.13	75,420.87
63040 - Administrative Labor	25,000.00	0.00	0.00	0.00	25,000.00
63070 - Employee Benefits-401K Contrib	232,000.00	3,732.10	11,001.40	11,001.40	220,998.60
63100 - Insurance-Dental	13,000.00	1,219.00	3,657.02	3,657.02	9,342.98
63110 - Insurance-Health	360,000.00	31,523.88	57,729.43	57,729.43	302,270.57
63115 - Salaries: Insurance - Work Comp	30,000.00	3,917.90	9,290.40	9,290.40	20,709.60
63125 - Insurance: Life & Disability	25,000.00	2,116.14	6,575.59	6,575.59	18,424.41
63130 - Mileage	1,500.00	0.00	0.00	0.00	1,500.00
63135 - Drug Testing	1,000.00	225.00	270.00	270.00	730.00
63160 - Payroll Taxes-Medicare	23,000.00	1,831.70	5,401.65	5,401.65	17,598.35
63170 - Payroll Taxes-Social Security	101,500.00	7,832.20	23,097.00	23,097.00	78,403.00
63180 - Payroll Taxes-State Unemploym	10,000.00	1,141.10	1,141.10	1,141.10	8,858.90
63195 - Taxes, Liability, Insurance: Cobra	1,000.00	75.00	225.00	225.00	775.00
63200 - Vision Insurance	4,500.00	330.32	990.99	990.99	3,509.01
64501 - Pre Paid Tank Site Lease	2,000.00	0.00	0.00	0.00	2,000.00
65010 - Automobile Repairs & Maint.	75,000.00	13,561.05	32,281.46	32,281.46	42,718.54
65230 - Computer Maintenance	150,000.00	4,362.47	41,815.37	41,815.37	108,184.63
65240 - Equipment Rental	5,000.00	0.00	178.95	178.95	4,821.05
65250 - Fuel	100,000.00	7,617.36	25,279.64	25,279.64	74,720.36
65255 - GPS Insights Charges	7,500.00	742.04	2,198.35	2,198.35	5,301.65
65260 - Kitchen & Cleaning Supplies	1,000.00	0.00	0.00	0.00	1,000.00
65270 - Lab Chemicals-Water	5,500.00	297.04	579.14	579.14	4,920.86
65275 - SCADA Maintenance Fee	5,000.00	3,937.31	4,033.17	4,033.17	966.83
65276 - Test Equipment Calibration	3,000.00	0.00	0.00	0.00	3,000.00
65277 - Generator Maintenance Contract	10,000.00	0.00	0.00	0.00	10,000.00
65278 - Meter Testing/Repair/Replacem	10,000.00	0.00	6,523.13	6,523.13	3,476.87
65280 - Lab Chemicals-Water:Chemicals	50,000.00	5,207.16	13,589.57	13,589.57	36,410.43
65300 - Locates	4,000.00	0.00	787.16	787.16	3,212.84
65310 - Maint. & Repairs-Infrastructure	50,000.00	0.00	79,269.61	79,269.61	-29,269.61
65320 - Maint. & Repairs-Office	37,500.00	95.85	3,144.22	3,144.22	34,355.78
65330 - Maintenance & Repairs-Other	110,000.00	324.99	12,342.11	12,342.11	97,657.89
65340 - Materials & Supplies	100,000.00	5,571.39	23,775.78	23,775.78	76,224.22
65345 - Non Inventory-Consumables	52,000.00	1,970.14	11,146.70	11,146.70	40,853.30

65350 - Office Supplies	17,500.00	1,051.68	2,894.33	2,894.33	14,605.67
65360 - Printing and Copying	65,000.00	5,078.05	15,891.81	15,891.81	49,108.19
65370 - Tool Furniture	15,000.00	485.18	1,677.29	1,677.29	13,322.71
65390 - Uniforms-Employee	25,000.00	1,642.97	5,165.92	5,165.92	19,834.08
65490 - Cell Phone	30,000.00	1,922.75	5,767.78	5,767.78	24,232.22
65500 - Electricity-Lighting	6,500.00	246.75	1,134.77	1,134.77	5,365.23
65510 - Electricity-Offices	15,000.00	1,481.05	5,945.36	5,945.36	9,054.64
65520 - Electricity-Wells	210,000.00	9,684.54	42,784.52	42,784.52	167,215.48
65530 - Garbage Service	3,500.00	338.30	1,014.90	1,014.90	2,485.10
65540 - Natural Gas	3,500.00	122.31	527.68	527.68	2,972.32
65550 - Security/Alarm	5,000.00	2,355.76	3,911.86	3,911.86	1,088.14
65560 - Telephone	10,000.00	1,854.31	5,564.53	5,564.53	4,435.47
65561 - Telstar Maintenance Contract	8,000.00	0.00	0.00	0.00	8,000.00
65570 - Wastewater	3,500.00	245.44	736.32	736.32	2,763.68
66200 - Insurance-General Liability	125,000.00	0.00	24,972.00	24,972.00	100,028.00
66700 - Water Conservation Fee	25,000.00	1,881.07	5,547.22	5,547.22	19,452.78
Expense Total:	4,571,650.00	298,533.68	1,034,262.24	1,034,262.24	3,537,387.76
Total Surplus (Deficit):	0.00	145,519.38	280,413.71	280,413.71	-280,413.71



Lower Rio Grande Public Water Works Author

Income Statement

Group Summary

For Fiscal: FYE 2025 Quarter Ending: 09/30/2024

AcctNumber	Current				Budget
	Total Budget	MTD Activity	QTD Activity	YTD Activity	Remaining
Revenue					
40000 - Operating Revenue	301200	42674.68	122928.36	122928.36	178271.64
40002 - Installation Fees	25000	95.03	285.09	285.09	24714.91
40015 - Penalties-Sewer	25000	2767.2	8180.03	8180.03	16819.97
40020 - Miscellaneous Revenue-Sewer	800	74.41	223.23	223.23	576.77
40025 - DAC Sewer Revenue	20000	2913.44	8635.8	8635.8	11364.2
Revenue Total:	372000	48524.76	140252.51	140252.51	231747.49
Expense					
60130 - Training	0	30.81	30.81	30.81	-30.81
60600 - Debit Service	219321	0	0	0	219321
60675 - Interest paid to USDA	113088	15993.99	48190.35	48190.35	64897.65
64100 - Sewer:DAC Waste Water Flow Charge	24591	0	6216.01	6216.01	18374.99
64200 - Sewer:Electricity-Sewer	15000	520.31	4156.17	4156.17	10843.83
64300 - Sewer:Lab & Chemicals-Sewer	0	1333.1	2647.78	2647.78	-2647.78
65310 - Maint. & Repairs-Infrastructure	0	6681.39	21787.25	21787.25	-21787.25
Expense Total:	372000	24559.6	83028.37	83028.37	288971.63
Total Surplus (Deficit):	0	23965.16	57224.14	57224.14	-57224.14

Income Statement

For Fiscal: FYE 2025 Quarter Ending: 09/30/2024

Fund Summary

Fund	Current				Budget
	Total Budget	MTD Activity	QTD Activity	YTD Activity	Remaining
150 - Operating Sewer	0	23965.16	57224.14	57224.14	-57224.14
Total Surplus (Deficit):	0	23965.16	57224.14	57224.14	-67847.52

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 10/16/2024**

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) – Estimate of Funds #21 has been submitted. Project is substantially complete, the last couple of grinder stations have electrical service, and a couple of septic tank decommissions are pending. Change Order #8 adjusting over/underruns and Engineering Agreement Amendment #3 have been submitted. Final walk-thru is set for 10/22/24.

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: 17 draws have been submitted for RD funds. NMED-DWB has issued a certificate of project completion. A Change Order to the Morrow contract for the final work has been approved and they are installing the PRV. RD 11-month warranty meeting was held on-site on 10/3/24, and the punch-list was mostly AdEdge items. They sent out an online meeting invitation for 10/15/24, but it will need to be rescheduled.

LRG-17-02 – Central Office Building – Wilson & Co. - DW-4213 \$3,586,286.00 - SAP 21-F2723-STB \$1,200,000: The contractor has been subject to liquidated damages since 10/22/23 and has failed to complete the work in Vado Drive prior to the start of irrigation season. Interior work is ongoing in both buildings, and the modular subcontractor has been back on site to address punch-list items. Appliances are installed, and there is an issue with the dishwashers being too tall to fit under the counters has been addressed. 43 DW Requisitions have been submitted and 13 SAP Requests for Payment. 2021 \$1.2 million SAP is fully expended. 2022 \$200k SAP has funds fully obligated and 1 Request for Funds submitted for SCADA services. 2023 \$346,500 SAP funds now have \$136,932.88 obligated and \$9189.15 of that expended. Progress meetings are scheduled Monday afternoons monthly. Office furniture has been ordered through Beck TOI under the State Procurement Contract, public art from the 2023 SAP allocation has been selected, and some IT equipment has been ordered. New project schedule extends to 11/16/24.

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. Tiffany Goolsby, SCCOG, will be assisting us in applying for CDBG planning funds to update the Water Master Plan to include Rincon and update and incorporate the 40-Year Water Plan and Water Conservation Plan into it. CDBG is not currently awarding planning funds, so this is now on hold.

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 5/1/24 and another extension has been approved to 12/31/24. Substantial completion walk-thru was held 10/10/24.

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 #5 has been submitted. Design work is underway. Application for additional funding has been submitted to NM WTB, received legislative authorization, and award letter was received for WPF-6292 in the amount of \$718,000, \$646,200 of which is grant. Request for permission for additional debt was submitted to USDA-RD on 6/20/24. They've changed their requirements AGAIN; it was resubmitted and is under review at the National Office.

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 – DBSA/File Construction: First progress meeting was held 8/14/24. Tank height issue has been resolved, and we have project funds available to increase the height of the new tank to match the existing ones. Contractor is asking for a 60-day time extension. A Change Order was submitted to us without backup documentation in the form of a quote for the additional work on the tank or an updated construction schedule, and was denied until those items are provided.

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. – CID did an additional inspection and came up with some deficiencies that need to be corrected at the well site. Once that is done and the generator and booster skid can be moved from Valle Del Rio, the project will be complete. J29 will be scheduling that work right away.

LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build – SMA - \$150,000 SAP - \$2,352,800 WTB – SMA is put together a bid package for the portion of Stern that was previously designed, the South Valley Line Extensions, and Hwy. 189 line extension combined in hopes of getting better pricing and more interest from contractors. The bid package was split into multiple bid lots and is out to bid. Pre-bid meeting was held 10/3/24, bid opening is 10/22/24.

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 funds have been received. We are working with BHI on GPS software applications.

LRG-23-02 – Wastewater Asset Management Plan – BHI - PG-6038 – up to \$50k – Planning Grant funds have been received. We are working with BHI on GPS software applications.

LRG-23-03 - Hwy 189 Line Extension Project – SAP 23-H2405-GF - \$250,000: In discussion with SMA, we've decided to bid this along with the South Valley Line Extension Project and a previously designed portion of Stern Dr. Combined package is out to bid. Pre-bid meeting was held, bid opening 10/22/24.

LRG-24-01 – Rincon Water System Improvements – 6136-CIF - \$413,600: Engineering agreement was approved in June, design kick-off meeting with BHI was held 7/10/24. BHI did a site visit with Operations on 8/2/24. 2 Requisitions have been submitted. Engineering contract is on today's agenda.

LRG-24-02 – Rincon Building Replacement – SAP 24-I2944-STB - \$500,000: Bond Questionnaire has been submitted and approved. BHI is preparing a Task Order under the On-Call contract.

LRG-24-03 – South Valley Regional Water Supply Project - \$325,000 EPA Congressionally Directed Spending: I have attended several online workshops and signed up on grants.gov. Although the funds have been allocated to us, I will need to complete and application online with US-EPA. RFP was approved by EPA and issued. RFP Committee met on the 10th and recommendation for the board is on today's agenda. We have met with BLM, and their requirements for this type of lease permit now seem to include a full EIS, so we shifting the well-site to state land and working with them for a new lease. We received the award letter for Water Trust Board design funds, and have submitted a request for additional debt to USDA-RD.

LRG-24-04 – Heavy Equipment Purchase – SAP 24-I292-STB - \$250,000: Backhoe has been purchased, SAP funds have been received and Operations a hydro-excavator and small backhoe/loader have been ordered with remaining funds.

LRG-24-05 - High Valley Waterline Replacement Project – CIF-6428 - \$175,000 loan - \$700,000 Grant – SMA On-Call: Award letter has been issued. Request for additional debt was submitted to USDA-RD.

They've changed their requirements AGAIN, it was resubmitted, State Office completed their review and they have submitted it to National Office.

LRG-24-06 – Mesquite Lift Station Rehab Design Project – CIF-6429 - \$44,440 loan - \$359,563 Grant –

BHI On-Call: Award letter has been issued. Request for additional debt was submitted to USDA-RD.

They've changed their requirements AGAIN, it was resubmitted, State Office completed their review and submitted it to National Office.

On-Call Engineering Services – We met with BHI on 10/9 and SMA on 9/15/24 to review current projects and Task Orders.

Other projects:

NM 2024 Legislature: Final report is available on the Directors Only page. Breakdown of our Capital Outlay awards by sponsor:

\$100k - Heavy Equipment – Rep. Gallegos

\$150k – Heavy Equipment – Sen. Cervantes

\$200k – Rincon Office – Rep. Jaramillo

\$300k – Rincon Office – Sen. Steinborn

Infrastructure Capital Improvements Plan 2026-2030: Has been submitted to NM DFA and updated to include new building to replace the damaged one in Rincon.

Reporting to Funding Agencies: Quarterly CIF Reports were submitted for the 4th Quarter; Capital Outlay reporting has reverted back to the old NM DFA site and is up to date.

Funding Applications: US-EPA application for Congressionally Directed Spending allocation is pending. Have attended their training, and had a phone conference with them on 7/15/24. Will begin work on the application once the BHI contract is in place. Patty attended a training on applying for Governor's Capital Outlay and will be submitting an application for a new replacement well on the East Mesa.

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. Sent out one bin for shredding this month. Capital Outlay reporting is due by the end of the month.

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

Training – Patty attended the Governor Capital Outlay Request Webinar on 10-3-24. Karen had nothing to report.

Collection & Lien Procedures - 309 first notifications, 312 certified letters have been sent and 131 liens have been filed to date. 53 liens have been released following payment in full of the account.

Water Audits – Data collection has been finalized for 2023 and completed the audits on 3/18/24.

Rate Study – Rate Schedule including FY2025 rate adjustments have been posted on our website.

NM Board of Licensure for PEs & Surveyors – I was unable to attend a special meeting on 10/2/24. Next meetings are 11/7 & 11/8/24.

September 18, 2024
Wednesday

This letter is to express my interest
in sitting on the board for District 7
in Butterfield.

MURIEL BOWLES
816-266-6686

9228 Higgins Lane
Las Cruces, NM

88011



Muriel Bowles



www.LRGauthority.org

LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road Box C Vado, New Mexico 88072 (575) 233-5742

Oath of Office

I, Muriel Bowles , do solemnly swear that I will support the Constitution of the United States and the Constitution and the laws of the State of New Mexico and that I will faithfully and impartially discharge the duties of the office of Director of the Lower Rio Grande Public Water Works Authority, on which I am about to enter, to the best of my abilities, so help me God.

District 7 Term ends December 31, 2025

Signature

Subscribed and Sworn to me on this
16th day of October, 2024

Signature

Title

My commission/term
expires _____



www.lrgauthority.org

LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2025-09

Approving First Quarter Budget for Fiscal Year 2025

Whereas, in order to comply with Sections 6-6-1 and 6-6-2 NMSA 1978 and to apply for CDBG funding, the Board of Directors wishes to adopt and pass a resolution to approve the FY2025 First Quarter Budget on October 16, 2024.

Therefore, be it resolved, the Board of Directors adopts and passes this resolution to approve the FY2025 First Quarter Budget officially approved on October 16, 2024.

PASSED, APPROVED, AND ADOPTED: October 16, 2024

Esperanza Holguin, Board Chair

Seal:

Glory Juarez, Secretary

State of New Mexico Local Government Budget Management System (LGBMS)

Quarterly Reporting Detail - FY2025 Q1

Lower Rio Grande Public WWA - Entity

Detail Report Sorted by Fund and Department

11000 General Operating Fund

10000 Assets

10100 Cash Assets	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
10101 Unrestricted Cash	44,336.00	0.00	44,336.00	44,336.00	0.00	100.00
10100 Totals	44,336.00	0.00	44,336.00	44,336.00	0.00	100.00
Totals	44,336.00	0.00	44,336.00	44,336.00	0.00	100.00
10000 Totals	44,336.00	0.00	44,336.00	44,336.00	0.00	100.00

50100 Water Enterprise

10000 Assets

10100 Cash Assets	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
10101 Unrestricted Cash	1,173,490.00	0.00	1,173,490.00	1,173,490.00	0.00	100.00
10100 Totals	1,173,490.00	0.00	1,173,490.00	1,173,490.00	0.00	100.00
Totals	1,173,490.00	0.00	1,173,490.00	1,173,490.00	0.00	100.00
10000 Totals	1,173,490.00	0.00	1,173,490.00	1,173,490.00	0.00	100.00

40000 Revenues

0001 No Department

44000 Charges for Services

	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
44010 Administrative Fees	17,875.00	0.00	17,875.00	5,188.81	12,686.19	29.03
44190 Rental Fees	9,000.00	0.00	9,000.00	2,250.00	6,750.00	25.00
44220 Water Use Fees	4,085,675.00	0.00	4,085,675.00	1,156,677.43	2,928,997.57	28.31
44230 Utility Service Fees	22,500.00	0.00	22,500.00	6,508.73	15,991.27	28.93
44240 Utility Connection Fees	80,000.00	0.00	80,000.00	26,764.32	53,235.68	33.46
44250 Utility Re-Connection Fees	171,500.00	0.00	171,500.00	56,026.72	115,473.28	32.67
44270 Impact Fees	50,000.00	0.00	50,000.00	11,468.46	38,531.54	22.94
44990 Other Charges for Services	12,500.00	0.00	12,500.00	3,341.91	9,158.09	26.74
44000 Totals	4,449,050.00	0.00	4,449,050.00	1,268,226.38	3,180,823.62	28.51

46000 Miscellaneous Revenues

	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
46030 Interest Income	500.00	0.00	500.00	122.60	377.40	24.52
46050 Joint Power Agreements Income	0.00	0.00	0.00	11,879.58	-11,879.58	0.00
46900 Miscellaneous - Other	122,100.00	0.00	122,100.00	34,447.39	87,652.61	28.21
46000 Totals	122,600.00	0.00	122,600.00	46,449.57	76,150.43	37.89

0001 Totals	4,571,650.00	0.00	4,571,650.00	1,314,675.95	3,256,974.05	28.76
40000 Totals	4,571,650.00	0.00	4,571,650.00	1,314,675.95	3,256,974.05	28.76

50000 Expenditures

6003 Water Utility/Authority

51000 Salary & Wages (FTE required)

	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
51020 Salaries - Full-Time Positions	1,475,000.00	0.00	1,475,000.00	298,455.95	1,176,544.05	20.23
51060 Salaries - Overtime	45,000.00	0.00	45,000.00	12,373.59	32,626.41	27.50
51900 Salaries - Other Wages	255,000.00	0.00	255,000.00	61,704.25	193,295.75	24.20
51000 Totals	1,775,000.00	0.00	1,775,000.00	372,533.79	1,402,466.21	20.99

52000 Employee Benefits

	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
52010 FICA - Regular	101,500.00	0.00	101,500.00	23,097.00	78,403.00	22.76
52011 FICA - Medicare	33,000.00	0.00	33,000.00	6,542.75	26,457.25	19.83
52020 Retirement	262,000.00	0.00	262,000.00	24,103.86	237,896.14	9.20
52030 Health and Medical Premiums	360,000.00	0.00	360,000.00	57,729.43	302,270.57	16.04
52040 Life Insurance Premiums	25,000.00	0.00	25,000.00	6,575.59	18,424.41	26.30

52050 Dental Insurance Premiums	13,000.00	0.00	13,000.00	3,657.02	9,342.98	28.13
52060 Vision Insurance Medical Premiums	4,500.00	0.00	4,500.00	990.99	3,509.01	22.02
52080 Other Insurance Premiums	2,000.00	0.00	2,000.00	495.00	1,505.00	24.75
52100 Workers' Compensation Premium	30,000.00	0.00	30,000.00	9,290.40	20,709.60	30.97
52000 Totals	831,000.00	0.00	831,000.00	132,482.04	698,517.96	15.94
53000 Travel Costs	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
53030 Travel - Employees	23,000.00	0.00	23,000.00	2,997.89	20,002.11	13.03
53050 Transportation Costs	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
53000 Totals	24,500.00	0.00	24,500.00	2,997.89	21,502.11	12.24
54000 Purchased Property Services	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
54030 Maintenance & Repairs - Grounds/Roadways	90,000.00	0.00	90,000.00	496.58	89,503.42	0.55
54040 Maintenance & Repairs - Vehicles	75,000.00	0.00	75,000.00	32,281.46	42,718.54	43.04
54999 Other Maintenance	138,000.00	0.00	138,000.00	101,437.13	36,562.87	73.51
54000 Totals	303,000.00	0.00	303,000.00	134,215.17	168,784.83	44.30
55000 Contractual Services	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
55010 Contract - Audit	14,000.00	0.00	14,000.00	0.00	14,000.00	0.00
55030 Contract - Professional Services	230,500.00	0.00	230,500.00	64,315.08	166,184.92	27.90
55999 Contract - Other Services	22,500.00	0.00	22,500.00	4,212.12	18,287.88	18.72
55000 Totals	267,000.00	0.00	267,000.00	68,527.20	198,472.80	25.67
56000 Supplies	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
56020 Supplies - General Office	18,500.00	0.00	18,500.00	2,894.33	15,605.67	15.65
56030 Supplies - Field Supplies	60,000.00	0.00	60,000.00	20,112.70	39,887.30	33.52
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	40,000.00	0.00	40,000.00	3,767.29	36,232.71	9.42
56110 Supplies - Uniforms/Linen	25,000.00	0.00	25,000.00	5,165.92	19,834.08	20.66
56120 Supplies - Vehicle Fuel	100,000.00	0.00	100,000.00	25,279.64	74,720.36	25.28
56999 Supplies - Other	152,000.00	0.00	152,000.00	34,610.89	117,389.11	22.77
56000 Totals	395,500.00	0.00	395,500.00	91,830.77	303,669.23	23.22
57000 Operating Costs	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
57050 Employee Training	5,000.00	0.00	5,000.00	295.77	4,704.23	5.92
57070 Insurance - General Liability/Property	125,000.00	0.00	125,000.00	24,972.00	100,028.00	19.98
57080 Postage	3,250.00	0.00	3,250.00	493.11	2,756.89	15.17
57090 Printing/Publishing/Advertising	65,000.00	0.00	65,000.00	15,891.81	49,108.19	24.45
57150 Subscriptions & Dues	3,250.00	0.00	3,250.00	550.00	2,700.00	16.92
57160 Telecommunications	40,000.00	0.00	40,000.00	11,332.31	28,667.69	28.33
57170 Utilities - Electricity	231,500.00	0.00	231,500.00	49,864.65	181,635.35	21.54
57171 Utilities - Natural Gas	3,500.00	0.00	3,500.00	527.68	2,972.32	15.08
57999 Other Operating Costs	91,000.00	0.00	91,000.00	26,818.41	64,181.59	29.47
57000 Totals	567,500.00	0.00	567,500.00	130,745.74	436,754.26	23.04
59000 Debt Service	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
59010 Debt Service - Principal Payments	210,442.00	0.00	210,442.00	27,930.31	182,511.69	13.27
59020 Debt Service - Interest Payments	197,708.00	0.00	197,708.00	42,999.33	154,708.67	21.75
59000 Totals	408,150.00	0.00	408,150.00	70,929.64	337,220.36	17.38
6003 Totals	4,571,650.00	0.00	4,571,650.00	1,004,262.24	3,567,387.76	21.97
50000 Totals	4,571,650.00	0.00	4,571,650.00	1,004,262.24	3,567,387.76	21.97

50300 Wastewater/Sewer Enterprise
10000 Assets

10100 Cash Assets	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized
10101 Unrestricted Cash	88,452.00	0.00	88,452.00	88,452.00	0.00	100.00
10100 Totals	88,452.00	0.00	88,452.00	88,452.00	0.00	100.00
Totals	88,452.00	0.00	88,452.00	88,452.00	0.00	100.00
10000 Totals	88,452.00	0.00	88,452.00	88,452.00	0.00	100.00

40000 Revenues							
0001 No Department							
44000 Charges for Services	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized	
44230 Utility Service Fees	301,200.00	0.00	301,200.00	122,928.36	178,271.64	40.81	
44240 Utility Connection Fees	25,800.00	0.00	25,800.00	508.32	25,291.68	1.97	
44990 Other Charges for Services	25,000.00	0.00	25,000.00	8,180.03	16,819.97	32.72	
44000 Totals	352,000.00	0.00	352,000.00	131,616.71	220,383.29	37.39	
46000 Miscellaneous Revenues							
46000 Miscellaneous - Other	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized	
46900 Miscellaneous - Other	20,000.00	0.00	20,000.00	8,635.80	11,364.20	43.18	
46000 Totals	20,000.00	0.00	20,000.00	8,635.80	11,364.20	43.18	
0001 Totals	372,000.00	0.00	372,000.00	140,252.51	231,747.49	37.70	
40000 Totals	372,000.00	0.00	372,000.00	140,252.51	231,747.49	37.70	
50000 Expenditures							
6005 Wastewater Utility/Authority							
54000 Purchased Property Services	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized	
54999 Other Maintenance	24,591.00	0.00	24,591.00	30,651.04	-6,060.04	124.64	
54000 Totals	24,591.00	0.00	24,591.00	30,651.04	-6,060.04	124.64	
57000 Operating Costs	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized	
57050 Employee Training	0.00	0.00	0.00	30.81	-30.81	0.00	
57170 Utilities - Electricity	15,000.00	0.00	15,000.00	4,156.17	10,843.83	27.71	
57000 Totals	15,000.00	0.00	15,000.00	4,186.98	10,813.02	27.91	
59000 Debt Service	Original	Adjustments	Adjusted	Year-to-Date	Balance	% Realized	
59010 Debt Service - Principal Payments	219,321.00	0.00	219,321.00	107,469.15	111,851.85	49.00	
59020 Debt Service - Interest Payments	113,088.00	0.00	113,088.00	48,190.35	64,897.65	42.61	
59000 Totals	332,409.00	0.00	332,409.00	155,659.50	176,749.50	46.83	
6005 Totals	372,000.00	0.00	372,000.00	190,497.52	181,502.48	51.21	
50000 Totals	372,000.00	0.00	372,000.00	190,497.52	181,502.48	51.21	
ALL FUNDS							
	Original	Adjustments	Adjusted	YTD	Balance	% Realized	
10000 Assets	1,306,278.00	0.00	1,306,278.00	1,306,278.00	0.00	100.00	
40000 Revenues	4,943,650.00	0.00	4,943,650.00	1,454,928.46	3,488,721.54	29.43	
50000 Expenditures	4,943,650.00	0.00	4,943,650.00	1,194,759.76	3,748,890.24	24.17	

PRELIMINARY FUNDING ANALYSIS
LRGPWW Rincon Office Building Replacement
September 30, 2024

PREDEVELOPMENT FEES		
Legal Review		
PREDEVELOPMENT TOTAL	\$	-
ENGINEERING SERVICES		
Engineering Design Services	\$	66,950
<i>Project Management</i>	\$	5,000
<i>Design Survey</i>	\$	7,700
<i>Geotechnical</i>	\$	4,250
<i>Preliminary Design</i>	\$	28,000
<i>Final Design</i>	\$	22,000
Construction Engineering Services	\$	47,500
<i>Bidding Administration</i>	\$	7,500
<i>Construction Administration</i>	\$	18,000
<i>Construction Observation (T&M budget)</i>	\$	20,000
<i>Close Out Documents & Record Drawings</i>	\$	2,000
Engineering Services Subtotal	\$	114,450
Engineering Services NMGR (6.5%)	\$	7,439
ENGINEERING SERVICES TOTAL	\$	121,889
CONSTRUCTION		
Base Bid -Metal Building and Site Improvements	\$	391,885
Bid Alternate #1- Interior Improvements	\$	103,500
Contingencies (20%)	\$	99,077
Construction Subtotal	\$	594,462
Construction NMGR (6.5%)	\$	38,640
CONSTRUCTION TOTAL	\$	633,102
FUNDING AVAILABLE		
24-I2944	\$	500,000
TOTAL	\$	500,000
REMAINING FUNDS		(254,991)

September 27,2024

Martin Lopez, General Manager
Lower Rio Grande Public Water Works Authority
325 Holguin Road Box C
Vado, NM 88072

RE: Engineering Services Proposal:
Rincon Office Building Replacement – Grant 24-I2944

Dear Mr. Lopez:

Bohannon Huston, Inc., (BHI) is pleased to provide the attached Agreement for Engineering services along with attachments for design and construction phase services. It is the intent of this agreement to prepare engineering design documents the Rincon office building replacement project located in Rincon, New Mexico. This project will utilize DFA 24-I2944 funds, NMED-CPB approval is not anticipated.

If acceptable, please return an executed agreement as notification to proceed. We will arrange a meeting with you to discuss when to kick-off this project and discuss any other pertinent funding or design information we may need for the project. If you have any questions, please contact me directly at 575-532-8670. Thank you and we look forward to working with you on this project.

Sincerely,



Matthew R. Thompson, PE
Senior Vice President

MRT/dg

Enclosures

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

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

THIS Agreement, made this _____ day of August 2024 (effective date) by and between Lower Rio Grande Public Water Works Authority hereinafter referred to as the OWNER, and Bohannon Huston Inc. hereinafter referred to as the ENGINEER. This contract expires on _____.

The OWNER intends to construct a Project consisting of engineering design and construction services for the office building replacement to consist of a pre-fabricated modular building located in Rincon, New Mexico.

Basic services will include topographic survey, engineering design including plan view and details sufficient for construction of a new office building in Rincon. Basic engineering services will include construction drawings, technical specifications, front end contract documents, engineer's opinion of probable cost, bid administration and construction administration.

in Dona 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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SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
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12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally
Funded Projects
20. Remedies
21. Assurance Against Debarment

SECTION B - ENGINEERING SERVICES

- Engineer Services During the Planning Phase
- Engineering Services During the Design Phase
- Engineering Services During the Construction Phase
- Engineering Services During the Operation Phase

SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

- Attachment I – Insurance - required
- Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be 210 calendar days from Authorization to proceed date. This phase expires on _____.

- Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be 365 calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- 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 _____.
- _____

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 \$100.00 (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. 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

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: October 16, 2024

OWNER
Type Name Esperanza Holquin
Title Board Chair

By:  _____ Date: 9/27/24

ENGINEER
Type Name Matthew R. Thompson, PE
Title Senior Vice President
Address 425 S. Telshor Blvd.
Suite C-103
Las Cruces, NM 88012

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT 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 \$2,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the ____ day of ____, 2024 (effective date) by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and Bohannon Huston Inc., the ENGINEER, the OWNER and ENGINEER agree this ____ day of ____, 2024 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design 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:

Task 1: Project Management and Coordination

Objective: Provide effective communications, coordination, meetings, and project management for the Project through the design phase to project final commissioning. ENGINEER will conduct an initial Project Kick-off Meeting with the OWNER and other stakeholders to obtain additional Project information, to obtain OWNER input, and to develop critical success factors for design and implementation of the Project. As part of this meeting, OWNER goals and constraints will be identified to assist the ENGINEER in screening and evaluation of preliminary design alternatives in order to upgrade the facilities while continuing to maintain operation. Subsequent design phase meetings with OWNER staff and operations team members will be conducted, as required, to complete the Project deliverables.

The ENGINEER and OWNER will have regular conference calls and email communications to keep the OWNER informed of the Project's progress and obtain additional input from the OWNER. The ENGINEER will provide a monthly progress report attached to monthly invoicing that summarizes the work completed since the last report, work to be completed during the next period, budget status, issues and concerns, and schedule status. The ENGINEER shall attend one (1) meeting per month to update OWNER staff on the current status of specific design activities and get input needed to maintain the design phase schedule.

Other Project management responsibilities to be completed under this task include management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

ENGINEER will create a project specific website to manage project deliverables in ArcGIS and/or Adobe PDF format and manage OWNER review comments on-line. Other project management responsibilities to be completed under this task include management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

1. An initial kick-off meeting will be held at the OWNER's offices with OWNER staff, ENGINEER's project team, and other stakeholders that may be identified by the OWNER.
2. Project Progress meetings shall be held at the OWNER's office on an as requested basis.

Deliverables:

1. Kick-off meeting agenda and meeting minutes
2. Monthly progress reports – delivered via e-mail
3. Regular conference meeting minutes
4. Monthly invoices for ENGINEER's services

Task 2: Design Survey

1. Topographic Survey: Data Collection

Three control points will be established adjacent to the project area. A topographic survey will then be conducted for the parcel. Enough data will be collected to support a one-foot contour interval. All planimetric and topographic features within the survey limits as shown will be mapped during the survey, including but not limited to: grade breaks, drainage structures, fences, curb/gutter, edge of pavement/concrete, visible utility features and paint marks left by utility owners which designate underground facilities. Manhole invert depths and pipe sizes will be recorded for any sanitary or storm drain manhole within the survey limits if the survey crew is able to open the manhole cover safely. No manholes will be opened within roadways which require traffic control to open. Boundary monuments will be search for and tied (if found) at the record corner locations of the subject parcel and of the adjoining parcels.. The BHI surveyor of responsible charge will analyze the collected boundary evidence to determine the location of the boundary lines of the subject parcel.

2. Control Survey: At least three (3) control points will be established in proximity of the project. A certified control report will be provided for use during construction.

Assumptions:

1. Any additional work requested by the Client in addition to those tasks identified above will be invoiced on a time & materials basis.
2. Underground utilities within the survey area are to be marked by the facility owners, initiated by BHI's Design Locate Request with NM811. BHI will not be responsible for any deficiencies or lack of responses from the facility owners.
3. It is assumed that by acceptance of this task order, BHI is granted access to the project site

Deliverables:

1. Control Report certified by a New Mexico Professional Land Surveyor describing the survey control set onsite, including field methodology, coordinate system parameters, and datums used with a datasheet for each monument.
2. Civil 3D 2021 files including a 2D and 3D planimetric files and a surface file using BH NCS Standards.
3. A PDF scan of the topographic map, certified by a New Mexico Professional Land Surveyor, plotted at a scale suitable to fit 24"x36" sheet(s).

Task 3: Geotechnical Investigation & Report

Objective: The purpose of the geotechnical investigation is to determine site subsurface conditions and based upon the conditions encountered, develop geotechnical recommendations for the ENGINEER's planned structures with foundations and backfill requirements for any associated structural design. The geotechnical report will provide data on the following items:

1. Presence of rock;
2. Soil characteristics; and
3. Structural fill requirements for new well building or tank foundations

Approach: To accomplish these objectives, the following scope describes the work to be performed.

At least one test boring will be drilled at the expected building location. The boring will be advanced to a depth of fifteen (15) feet below ground surface (bgs). The boring will be used to evaluate the subsurface conditions within the site. The boring will be advanced to the minimum depth outlined unless drilling refusal or unanticipated soil conditions are encountered before the desired boring depth is achieved. The depth and location of the test boring may be further adjusted depending upon actual subsurface conditions encountered.

During the drilling operations, a field engineer will log the boring, record the results of penetration tests, and will collect representative soil samples for further laboratory evaluation. Drilling and sampling will be conducted in general accordance with applicable and local standards. At the completion of drilling operations, samples will be transported to a laboratory for examination by the Project geotechnical engineer.

Relatively undisturbed samples will be tested for moisture content, dry density, expansion and consolidation characteristics. Representative disturbed samples will be tested for liquid limit, plasticity index and percent fines. Laboratory testing will be conducted in accordance with all applicable and ASTM standards. Upon completion of the laboratory testing, the field descriptions will be confirmed or modified, and final boring logs will be prepared.

The information obtained from the field exploration and laboratory testing program will be used to evaluate the soil and subsurface conditions at the existing project site. From

these determinations, engineering analyses will be undertaken in order to formulate specific design criteria for the Project. The following will be provided in the report:

Task Work Elements:

1. A brief review of field and laboratory procedures, and the results of testing conducted;
2. A discussion of the general subsurface conditions including soil and rock conditions;
3. Unsatisfactory soil conditions and recommended remedial measures;
4. Design criteria related to the recommended structure systems, including allowable bearing pressures, lateral earth pressures, dewatering, minimum dead loads, and predicted performance; and
5. Recommended construction procedures and quality control measures related to concrete work and earth work.

Assumptions:

1. We expect the site, and all exploration locations, are accessible.

Deliverables:

1. Geotechnical report – One (1) paper copy plus one (1) CD copy in Adobe PDF format.

Task 4: Preliminary Design

Objective: Prepare contract documents (60% complete) for Rincon Office building replacement project, including all ancillary elements. Construction drawings will include all elements of the Rincon building replacement. Contract documents will include front end, technical specifications and construction drawings. Plans will be presented in plan and profile (or section) format (approximately 1" = 30" Horizontal scale) on 24"x 36" sheets, with details for complete civil, utility and electrical improvements as needed. Preliminary cost estimates will be included for the complete project. Preliminary documents will be submitted for review and comments to the OWNER and funding agencies as part of basic services.

ENGINEER will provide the following services during the design phase of the Project.

1. Individual sections for each Project component outlining the building use expectations, and develop floor plan.
2. Civil site work design criteria.
3. Plumbing design criteria.
4. Heating ventilation and air conditioning (HVAC) criteria.
5. Electrical power and lighting design criteria.

6. Identify limits of construction, access easements, contractor construction staging and storage areas.
7. Prepare a preliminary opinion of probable construction costs for the proposed improvements.

Assumptions:

1. The Project will be funded by state funding sources. The Project is subject to the requirements of the appropriate local and State agencies and all work related to agency reviews, funding and contract forms are included in the basic engineering services. Status reports and meetings required to facilitate agency review and progress reports are also included in basic services. Agency review fees will be paid by the OWNER as reimbursable expenses.
2. The OWNER shall provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve the Project designed and specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of the Project. The ENGINEER shall provide all necessary documentation produced as part of the design process to support these reviews, approvals, and permits.

Deliverables:

- Two (2) paper copies of 60% review contract documents including 11"x17" construction drawings, technical specifications, and cost estimate.

Task 5: Final Draft and Final Stamped Design Plans

Objective: ENGINEER will prepare Final Draft construction drawings in plan and profile format to be displayed on 24" x 36" layout drawings for OWNER and funding agency review. The intent of this task is to incorporate final OWNER review comments prior to finalizing and stamping the construction document set. Final construction phasing and staging details of the construction will be provided, as required to define all work elements.

Final draft technical specifications for the construction of the project work will also be provided for review with this submittal. ENGINEER will provide all construction contract related documents in EJCDC form or Owner basis of contract documents. ENGINEER will compile all contract documents, technical specifications and plans into a construction document set for use in project bidding. ENGINEER will complete the design drawings to approximately Final Draft and submit to OWNER staff for review and comments. ENGINEER will incorporate Final Draft review comments and provide a stamped plan set suitable for obtaining bids from licensed contractors within a public bidding process.

A final opinion of construction cost will be provided for final draft construction drawings. The cost estimate will be in bid schedule unit price format with plan quantities and unit

costs shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

Assumptions:

1. The Construction Project may be bid as multi-phase project; however, the design will be a complete design which is capable of being bid in phases as necessary for available funding.
3. The Project schedule includes review time for OWNER, funding agency and other reviewing parties including attorneys, and other advisors or consultants as OWNER deems appropriate. Any delay in those reviews could result in a change to the Project schedule.

Deliverables:

1. Two (2) paper copy of Final Draft review drawings, technical specifications and final draft cost estimate.
2. One (1) flash drive of all files in Adobe PDF format for editing purposes.
3. One (1) paper copy of final stamped contract documents, technical specifications, drawings, and cost estimate. One (1) flash drive with ACAD, Word and Adobe PDF of project files suitable for reproduction or website incorporation for document distribution

B. Cost Proposal – Include hourly breakdown for each task

DESIGN PHASE SERVICES:

<u>Task</u>	<u>Description</u>	<u>Type</u>	<u>Fee Amount</u>
<u>1</u>	<u>Project Management & Coordination</u>	<u>Lump Sum</u>	<u>\$ 5,000</u>
<u>2</u>	<u>Design Survey</u>	<u>Lump Sum</u>	<u>\$ 7,700</u>
<u>3</u>	<u>Geotechnical Investigation and Report</u>	<u>Lump Sum</u>	<u>\$ 4,250</u>
<u>4</u>	<u>Preliminary Design</u>	<u>Lump Sum</u>	<u>\$28,000</u>
<u>5</u>	<u>Final Design</u>	<u>Lump Sum</u>	<u>\$22,000</u>
<u>Design Phase Services Subtotal:</u>			<u>\$66,950</u>

C. Reimbursable Expense Schedule

N/A

D. Contract Time shall be 210 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by _____ (DATE). If design phase services have not been completed and accepted by _____ the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$66,950, 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 Design 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: October 16, 2024
OWNER
Type Name Esperanza Holguin
Title Board Chair

By:  _____ Date: 9/27/24
ENGINEER
Type Name Matthew R. Thompson
Title Senior Vice President
Address 425 S. Telshor Blvd.
Suite C-103
Las Cruces, NM 88012

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the ____ day of ____, 2024 (effective date) by and between the Lower Rio Grande Public Water Works Authority, the OWNER, and Bohannon Huston Inc., the ENGINEER, the OWNER and ENGINEER agree this ____ day of ____, 2024 (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:

Task 6 – Bid Administration

Objective: Conduct bid administration tasks to solicit bids for the construction of the Project through a competitive design-bid-build process in conformance with current state and local procurement procedures.

Approach: ENGINEER will provide the following services throughout the bid phase of the project.

1. Request wage rates from NM Dept. of Workforce Solutions
2. Conduct pre-bid meeting at the OWNER's office.
3. Provide clarification of the contract document's intent during the bidding process and determine the need for issuance of addenda.
4. Establish a web portal for all document distribution and handling.
5. Prepare addenda when required. Provide addenda for distribution to contractors and suppliers on Plan holder's List.
6. Attend a Bid Opening at OWNER's or ENGINEER's offices.
7. Provide a certified tabulation of bids and assist OWNER in evaluating the bids.
8. Verify contractor compliance with bidding procedures, license requirements, and use of subcontractors.
9. Check Contractor qualifications and past experience references.
10. Advise OWNER as to any irregularities in the bidder's bid proposal, if necessary.
11. Prepare a recommendation of award letter to the OWNER for review by OWNER counsel and approval.
12. Prepare a Notice of Award to be issued by the OWNER to the selected Contractor.
13. Compile as-awarded documents for execution by the contractor and the OWNER

Assumptions:

1. One paper copy will be provided to the contractor upon award.
2. No federal wage rates or specifications for construction are required.
3. Costs associated with responding to Contractor protests during the bidding phase, if any, are not included in the scope of work.

Deliverables:

1. Wage Rates
2. Public Legal Advertisement
3. Addenda, as required
4. Recommendation for Award and Certified Bid Tabulation to OWNER staff
5. Notice of Award for execution
6. As-awarded contract documents for execution

Task 7 – Construction Administration

Objective: Document project compliance with the contract documents, specifications and plans as the work progresses. Provide effective communications and coordination between the OWNER, the ENGINEER, and the CONTRACTOR during construction of the Project.

Approach: ENGINEER will provide construction administration of the construction contract on behalf of the OWNER to include the following:

1. Provide administration of the construction contract as required and defined in the Conditions of the Contract for Construction. The extent of the ENGINEER'S duties and responsibilities and the limitations of his authority thereunder shall not be modified without the OWNER'S written consent.
2. Be the representative of the OWNER during the construction phase and shall advise and consult the OWNER. Instructions to the CONTRACTOR shall be forwarded only through the ENGINEER. The ENGINEER shall have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents and any amendments thereto.
3. Organize and conduct a pre-construction conference with the key stakeholders, including OWNER operations staff, CONTRACTOR and their subcontractors. The pre-construction meeting will allow all stakeholders in the project to meet and understand how the CONTRACTOR will approach the project and provide a schedule of events. Attendees will be allowed to raise concerns, and protocols will be established. As part of this meeting, attendees will provide contact information that will be copied and provided to all stakeholders. Meeting minutes will be documented and distributed.
4. Create an online project management documentation system to develop, store, maintain, and update all pertinent project information during construction and commissioning. The ENGINEER will use an internally developed website used for construction management called BHITracker. This website will track Requests for Information (RFIs), Design Revisions, Submittals/Shop Drawings, Pay Requests, Change Orders and Field Reports. Field reports will be generated weekly based on daily inspection reports of the Resident Project Representative. All key personnel and agencies will be provided access to the website using a username and password. Once access is established, BHITracker will allow the user access to the documentation so

that they have the latest information available to them at all times. ENGINEER'S assigned "gatekeeper" will monitor and facilitate the flow of information and maintain the website. Email notifications will keep each party responsible aware if they have any outstanding items pending. The website will automatically log all information in summary format, which will be used during construction progress meetings.

5. Make monthly visits to the site or at such other times as appropriate during the progress of the Work, for the purposes of notifying the OWNER on the progress and condition of the Work and to adequately represent the OWNER. On the basis of on-site observations, the ENGINEER will endeavor to guard the OWNER against defects and deficiencies in the construction. ENGINEER will determine if any portion of the Work varies from the requirements of the Contract Documents, and immediately notify the CONTRACTOR and the OWNER of the nature of the work required to correct such non-compliance.

6. Render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the OWNER or the CONTRACTOR and provide written decisions within a reasonable time on all claims, disputes, and other matters in question between the OWNER and the CONTRACTOR relating to the execution or progress of the Work or the interpretation of the Contract Documents.

7. Review the CONTRACTOR'S submittals, such as shop drawings, product data, and samples, for the conformance with the information given in the Contract Documents.

8. Review and determine the acceptability of all schedules that CONTRACTOR is required to submit to ENGINEER, including the Work Progress Schedules, Schedule of Submittals, and Schedule of Values.

9. Determine, certify, and make recommendations to the OWNER for payment of the amounts owed to the CONTRACTOR subject to the OWNER'S approval, based on observations at the site and on evaluations of the CONTRACTOR'S Applications for Payment.

10. Prepare all Change Orders, as necessary, as defined in the Conditions of the Contract for Construction.

11. Continuously monitor overall project funding including change orders, bid alternates additional work directives, and funding contingencies. Provide written updates on the overall project budget and "estimates to finish" at monthly.

12. Conduct observations to determine the Dates of Substantial Completion and Final Completion. The ENGINEER will obtain and forward to the OWNER for the OWNER'S review all closeout documents including written warranties, occupancy certificates, maintenance and operating instructions, schedules, guarantees, bonds,

evidence of insurance required by the Contract Documents, and other related documents required by the Contract Documents and assembled by the CONTRACTOR.

Assumptions:

1. The Construction Phase will commence with the execution of the Contract for Construction and ends with the final payment to the CONTRACTOR.
2. The extent of the duties, responsibilities, and limitations of authority of the ENGINEER as the OWNER'S representative during construction shall not be modified or extended without written consent of the OWNER and the ENGINEER.
3. The ENGINEER shall have access, at all times, to the project work site, whether it be in preparation or progress.
4. The ENGINEER shall have authority to reject any work which does not conform to the Contract Documents. Where rejected work is not promptly corrected, the ENGINEER shall recommend to the OWNER that all project work shall stop. Whenever, in the ENGINEER'S professional opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the ENGINEER will have authority to require special inspection or testing of all project work in accordance with the provisions of the Contract Documents.

Deliverables:

1. Pre-construction conference meeting agenda and minutes
2. One (1) USB drive of a final Windows file tree, including a log of all submittals, notations, RFI's, interpretations of documents, and field directives.
3. Certification of CONTRACTOR pay requests and change orders

Task 8 – Construction Observation

Objective: Provide a part-time Resident Project Representative (RPR) during the construction period of the project. RPR shall provide 20 hours of effort weekly over an assumed total of 8 weeks of field observation during the main building demolition and construction. Through the observations of this RPR, the ENGINEER shall provide further protection for the OWNER against defects and deficiencies in the CONTRACTOR Work to determine that the Work is carried out in conformance with the plans and specifications.

Approach: The RPR, on behalf of the ENGINEER, will provide construction observation of the construction contract on behalf of the OWNER to include the following:

Coordination

1. Act as OWNER's agent at the site as directed by and under the supervision of ENGINEER. The RPR's dealings in matters pertaining to the on site work shall in general be with OWNER and the CONTRACTOR. RPR's dealings with subcontractors shall only be through or with full knowledge and approval of the CONTRACTOR. Serve as OWNER's liaison with CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist in understanding the intent of the contract documents.
2. Coordinate with the CONTRACTOR for the safe storage of equipment and materials at the job site, establish designated procedures for construction activities that will interface with project functions such as site access, waste disposal, and perimeter delineation, and assist the CONTRACTOR in becoming familiar with other operational activities affected by the Work.
3. Coordinate the activities of the materials testing laboratory and other special consultants retained by CONTRACTOR or OWNER to perform special services during the course of the Work.
4. Organize, schedule, direct and otherwise attend meetings with the CONTRACTOR, OWNER, and other parties affected by the Work, such as preconstruction conferences, progress meetings, job conferences and other project related meetings. Prepare and circulate copies of minutes thereof.
5. Accompany visitors representing the public or other agencies having jurisdiction over the project; record these visits and results of these visits, and report to OWNER.
6. Report to OWNER when clarification and interpretations of contract documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued.
7. Consider and evaluate CONTRACTOR's suggestions for modifications in drawings or specifications and report with RPR's recommendations to OWNER. Transmit to CONTRACTOR decisions as issued by OWNER and ENGINEER.
8. Consult with OWNER in advance of scheduled major tests, inspections, start of important phases of Work or delivery of items furnished by OWNER.

Documentation

1. Record names, addresses, and telephone numbers of all emergency services, public and private utilities, contractors, subcontractors, and major suppliers of materials and equipment.
2. Review the progress schedule, schedule of shop drawings and schedule of values prepared by the CONTRACTOR and consult with OWNER concerning acceptability.
3. Record dates of receipt of material samples received from the CONTRACTOR at the site and notify OWNER of the availability of samples for examination.
4. Maintain at the jobsite orderly files of correspondence, reports of job conferences, approved shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, OWNER's and ENGINEER's clarifications and interpretations of contract documents, progress reports, requests for payment, and other project related documents.

5. Keep a daily record of CONTRACTOR hours on the job site, staffing levels, equipment in use, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of jobsite visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; make daily reports of all inspection personnel available to OWNER using BHITracker.
6. Using BHITracker, compile a complete photographic journal of the project progress; include photos of construction processes, completed work, severe weather conditions; take photos on both a random and scheduled basis showing changes in the project site from designated locations over the course of the project.
7. Compile and distribute a written progress report of project progress on a weekly basis to OWNER, CONTRACTOR and other parties designated by OWNER.
8. Review applications for payment submitted by the CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER for Certification, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated in the Work.
9. Ensure that the CONTRACTOR updates on a regular basis and maintains one set of project documents to be designated "record drawings" at the end of the construction phase. Ensure that the documents are turned over to the ENGINEER at the end of the project for incorporation into the contract documents and submission to OWNER.
10. Document proposed changes in the Work; request costs from the CONTRACTOR for proposed scope changes; evaluate proposed changes and CONTRACTOR estimates for impact on schedule and budget and make recommendations regarding proposed changes to OWNER.

Inspection

1. Be present at the jobsite during at least 50% of all work hours in which the CONTRACTOR, subcontractors, or other parties to the project are performing Work covered by the contract documents that is essential to project function, performance and aesthetic quality.
2. Monitor CONTRACTOR progress of the Work, evaluate CONTRACTOR work force and equipment dedicated to the project and report to OWNER on acceptability of the same throughout the course of the Work.
3. Advise OWNER, ENGINEER and CONTRACTOR of the commencement of any Work for which approved shop drawings or samples have not been received by RPR at the site.
4. Conduct on site observations of the work in progress to determine if the work is proceeding in accordance with the contract documents.
5. Issue non conformance reports to the CONTRACTOR for any work not in substantial compliance with the contract documents. Report to OWNER and ENGINEER whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet

the requirements of any inspection, test, or approval required to be made; and advise OWNER of work the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

6. Require such special inspections or tests of CONTRACTOR's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.

7. Submit to CONTRACTOR a list of observed items that will require completion or correction prior to issuing a certificate of substantial completion.

8. Participate in a final inspection in the company of OWNER, ENGINEER, the CONTRACTOR, and other interested parties; prepare a final list of items to be completed or corrected. Ensure that punch list items are completed and consult with OWNER concerning final acceptance of the project.

9. Prepare a final construction report for the project outlining project conditions, events, progress, and other pertinent aspects. Identify project specifics that worked well and other areas that can be improved for future reference for other projects.

Limitations of Authority

In conjunction with the above Scope of Work, the RPR shall not:

1. Authorize any deviation from the contract documents or substitution of materials or equipment unless authorized by OWNER either verbally or by written order.

2. Exceed limitations of ENGINEER's authority as set forth in the contract documents.

3. Assume any of the responsibilities of the CONTRACTOR, subcontractors, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

6. Authorize OWNER to occupy the project in whole or in part.

Assumptions:

1. ENGINEER will provide inspection personnel and all equipment necessary to perform the functions as described.

2. Specialized inspection and testing equipment, if any, will be provided by the CONTRACTOR as specified in the construction contract documents.

Deliverables:

1. Daily Activity Reports through BHITracker.

2. Photo journal of project progress through BHITracker.

3. Verification of CONTRACTOR pay requests and change orders.

Task 9 Record Drawings

Objective: To prepare permanent record drawings for the Project upon completion.

Approach: The ENGINEER will provide the following services to prepare the record drawings for the project:

1. Ensure the CONTRACTOR maintains an up-to-date set of project construction drawings as the project work progresses until final completion.
2. Using the CONTRACTOR field mark-ups, the ENGINEER shall modify the original reproducible drawings, delineating recorded built conditions of the project work showing all changes from the as-advertised drawing stage.

Assumptions:

1. Only those drawings that have actual changes will be modified.

Deliverables:

1. Final record drawings in paper, CAD, and PDF format.

B. Cost Proposal – Include hourly breakdown for each task

CONSTRUCTION PHASE SERVICES:

<u>Task</u>	<u>Description</u>	<u>Type</u>	<u>Fee Amount</u>
<u>6</u>	<u>Bid Administration</u>	<u>Lump Sum</u>	<u>\$ 7,500</u>
<u>7</u>	<u>Construction Administration</u>	<u>Lump Sum</u>	<u>\$18,000</u>
<u>8</u>	<u>Construction Observation</u>	<u>T&M</u>	<u>\$20,000</u>
<u>9</u>	<u>Record Drawings and Close Out</u>	<u>Lump Sum</u>	<u>\$ 2,000</u>
<u>Design Phase Services Subtotal:</u>			<u>\$47,500</u>

C. Reimbursable Expense Schedule

N/A

D. Contract Time shall be 365 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by _____ (DATE). If construction phase services have not been completed and accepted by _____ the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

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 \$27,500, 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 \$20,000, 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: October 16, 2024
OWNER
Type Name Esperanza Holquin
Title Board Chair

By:  _____ Date: 9/27/24
ENGINEER
Type Name Matthew R. Thompson
Title Senior Vice President
Address 425 S. Telshor Blvd.
Suitec C-103
Las Cruces, NM 88012

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____

By _____
Type Name _____
Date _____