



**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 2

Date: March 19, 2025

Time: 9:00 am

Places: La Mesa Office

Event: Regular Board Mtg

| SIGNATURE    | Print Name, Title, Company                        | Phone Number           | Email Address  |
|--------------|---|------------------------|--|
|              | Martin Lopez<br>LRG General Manager               | 575-233-5742 Ext. 1004 | <a href="mailto:martin.lopez@lrgauthority.org">martin.lopez@lrgauthority.org</a>     |
|              | Karen Nichols<br>LRG Projects Manager             | 575-233-5742 Ext. 1018 | <a href="mailto:karen.nichols@lrgauthority.org">karen.nichols@lrgauthority.org</a>   |
|              | Patricia Charles<br>LRG Projects Special.         | 575-233-5742 Ext. 1021 | <a href="mailto:patty.charles@lrgauthority.org">patty.charles@lrgauthority.org</a>   |
|              | Kathi Jackson<br>LRG Finance Manager              | 575-233-5742 Ext. 1005 | <a href="mailto:kathi.jackson@lrgauthority.org">kathi.jackson@lrgauthority.org</a>   |
|              | John Schroder<br>LRG Accounting Assistant         | 575-233-5742 Ext. 1006 | <a href="mailto:john.schroder@lrgauthority.org">john.schroder@lrgauthority.org</a>   |
|              | Mike Lopez<br>LRG Operations Manager              | 575-233-5742 Ext. 1011 | <a href="mailto:mike.lopez@lrgauthority.org">mike.lopez@lrgauthority.org</a>         |
|              | Espy Holguin – District 4<br>LRG Board Chair      | 575-644-9543           | <a href="mailto:Espy.holguin@lrgauthority.org">Espy.holguin@lrgauthority.org</a>     |
| Via Zoom<br> | Glory Juarez – District 6<br>LRG Board Secretary  | 575-494-2750           | <a href="mailto:glory.juarez@lrgauthority.org">glory.juarez@lrgauthority.org</a>     |
|              | James Cadena – District 3<br>LRG Board Vice Chair | 480-206-5930           | <a href="mailto:James.cadena@lrgauthority.org">James.cadena@lrgauthority.org</a>     |
|              | Enrique Franco – District 2<br>LRG Board Director | 575-649-1610           | <a href="mailto:Enrique.franco@lrgauthority.org">Enrique.franco@lrgauthority.org</a> |
|              | Juan Perez – District 5<br>LRG Board Member       | 575-520-4010           | <a href="mailto:juan.perez@lrgauthority.org">juan.perez@lrgauthority.org</a>         |
| Via Zoom     | Muriel Bowles – District 7<br>LRG Board Member    | 816-266-6686           | <a href="mailto:Muriel.bowles@lrgauthority.org">Muriel.bowles@lrgauthority.org</a>   |
| Via Zoom     |   |                        |  |
| Via Zoom     |   |                        |  |
| Via Zoom     |   |                        |  |
|              |   |                        |  |



# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Draft Minutes —REGULAR BOARD OF DIRECTORS MEETING

9:00 a.m. Wednesday, March 19, 2025 at the LA MESA OFFICE, 521 St. Valentine,  
La Mesa, NM and ONLINE VIA ZOOM

Contact us at 575-233-5742 or [board@LRGauthority.org](mailto: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](http://www.LRGauthority.org/noticesavisos.html)

- I. **Call to Order, Roll Call to Establish Quorum:** Mrs. Holguin called the meeting to order at 9:01 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 present via Zoom, **Ms. Bowles** representing District #7 was present via Zoom. Staff members present were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson, Accounting Assistant John Schroder, Operations Manager Mike Lopez. Guests present were Tyler Hopkins from Bohannon Huston, Marty Howell from Souder Miller & Associates and Faustino Peres, Legislative Assistant for Representative Ray Lara.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by General Manager Martin Lopez
- III. **Motion to approve Agenda:** Mr. Franco made the motion to approve the agenda. Mr. Perez seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for February 19, 2025 Board Meeting and minutes for February 24, 2025 Special Board Meeting:** Mrs. Juarez made the motion to approve February 19<sup>th</sup> and February 24<sup>th</sup> board minutes. Mr. Franco 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. The Las Flores Subdivision (32 lots) in Berino is nearly complete. A few items need to be corrected prior to acceptance by LRGPWWA. Kathi, Patty, John, and Martin will be attending a Capital Outlay training in Albuquerque on April 12, 2025. We paid off another USDA RD loan (Brazito) on March 13, 2025. Due to the weather, we had to close our Offices/Operations on March 6th. We lost internet, phones, network, and SCADA due to the high winds. Mountain Valley Subdivision in Berino has resumed construction. There are 140 lots behind the Berino Office. New Horizons Subdivision in Vado is pending the Environment Department's approval for water lines. The current phase includes 54 units, there will possibly be 2 more phases. We were contacted by BLM about a permit

from Mountain View MDWCA (Organ MDWCA), which will need to be transferred and renewed. We are working with Bohannan Huston to get it transferred and renewed.

- B. Finance:** Ms. Jackson provided a written report and stood for questions. The revenue for February 2025 was \$369,982.00, and the expenses were \$347,206.00 with a surplus of \$22,776.00.
- C. Projects:** Ms. Nichols provided a written report and stood for questions. This will be Ms. Nichols's last report to the board. Mesquite-Brazito Sewer Project 2 SCADA work is underway. Central Office Building, the fiber optic lines that need to be relocated have been relocated, the work was finished last night. Mr. Lopez said the proposed work plans for the West Mesa Project were submitted and came back with comments that will be addressed. Diana from Bohannan Huston is working on addressing the comments. We were allocated the funds, and now we will need to fill out an application on Grants.gov to get the funding. We finally got the permission for additional indebtedness from USDA last night. We had a meeting with Tiffany regarding the ICIP, which is due in June. This will have to be adopted by resolution at our May meeting. Our next board meeting will include an ICIP public and board input item on the April agenda. Mrs. Holguin, Mrs. Juarez, and Ms. Bowles thanked Ms. Nichols for all her hard work and to recognize all of her accomplishments during her time at LRGPWWA.
- D. Operations:** Mr. Lopez provided a written report and stood for questions. We had a large water break on the road at 171 Swanick in Vado. The road will be repaved by Friday. We had another large water break at 1<sup>st</sup> and Furnace in Organ, it will be patched by Friday as well. The three monitoring well at the Mesquite wetlands will be decommissioned, we are waiting on the State Engineer's office to approve plugging it. Then it will go to the Environment Dept. Ground Water Bureau for final review. We pumped 35.61 million gallons this February, and same time last year, we pumped 34.48 million gallons.

**VIII. Unfinished Business:** none

**IX. New Business:**

- A. Motion to approve the O & M Contract with Alto De Las Flores:** Mr. Lopez said the Alto de Las Flores in Mesquite's O & M contract expires at the end of March. The old fees have been increased. The fee for routine services went from \$1500.00 to \$1800.00, the per hour rate went from \$50.00 to \$75.00, and the cost for equipment rental went from \$100.00 to \$125.00. The Alto de Las Flores board did not make quorum last month, so they were not able to meet to take action. They asked if we could take action on it first, and then they can take action at their meeting tomorrow. Mr. Franco made the motion to approve the O & M Contract with Alto de las Flores. Mr. Perez seconded the motion, the motion passed with all in favor.
- B. Motion to approve the Engineering Contract with Bohannan Huston for Mesquite Lift Station Rehab Project:** Mr. Franco made the motion to approve the Engineering Contract with Bohannan Huston. Mr. Cadena seconded the motion, the motion passed with all in favor. Mr. Lopez said one of the first projects we completed was the Mesquite Sewer Project, which was completed 12 years ago. Now we need to go back and rehab those pump stations. We have upgraded some of the SCADA, but we need to update the rest of the system.
- C. Motion to adopt Resolution #FY2025-14 adopting revised Voting District Boundaries:** Mr. Franco made the motion to adopt Resolution #FY2025-14 adopting revised Voting District Boundaries. Mr.

Peres seconded the motion, the motion passed with all in favor. Mr. Lopez said this redistricting was done to keep the size of our districts at 10% in each district. Ms. Nichols said that usually we redistrict to add a system, and now, because we fall under the local elections act the redistricting was needed.

- X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, April 16, 2025, 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. Motion to amend Governance Documents and Employee Policies to add compliance with the New Mexico Gift Act.
  - C. Draft of the ICIP at the April meeting for approval at the May meeting.
  - D. Add ICIP to Public Comments to the May board meeting agenda
  - E. Motion to adopt the Resolution for the ICIP for FY2027- 2031 (due June 13, 2025) at the May meeting
  
- XI. **Motion to Adjourn:** Mr. Franco made the motion to adjourn the board meeting at 9:39 a.m.

**These minutes will be presented to the board for approval on the 16<sup>th</sup> Day of April, 2025, at a regular meeting of the Board of Directors:**

**SEAL:**

\_\_\_\_\_  
Esperanza Holguin, Board Chair

**Attest:**

\_\_\_\_\_  
Glory Juarez, Secretary

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING 9:00 a.m. Wednesday, March 19, 2025 at the LA MESA OFFICE, 521 St. Valentine, La Mesa, NM and ONLINE VIA ZOOM

Contact us at 575-233-5742 or [board@LRGauthority.org](mailto: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 LRGPWVA Office or at [www.LRGauthority.org/noticesavisos.html](http://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), **Ms. Bowles** \_\_\_\_\_ (District #7).
- II. Pledge of Allegiance
- III. Motion to approve Agenda
- IV. Approval of Minutes: Motion to approve the minutes for February 19, 2025 Board Meeting and minutes for February 24, 2025 Special Board Meeting
- V. Presentations: none
- VI. Public Input: none
- VII. Managers' Reports
  - A. General Manager
  - B. Finance
  - C. Projects
  - D. Operations
- VIII. Unfinished Business: none
- IX. New Business:
  - A. Motion to approve the O & M Contract with Alto De Las Flores
  - B. Motion to approve the Engineering Contract with Bohannan Huston for Mesquite Lift Station Rehab Project
  - C. Motion to adopt Resolution #FY2025-14 adopting revised Voting District Boundaries
- X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, April 16, 2025 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. Motion to amend Governance Documents and Employee Policies to add compliance to the New Mexico Gift Act**

**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, February 19, 2025 at the LA MESA OFFICE, 521 St. Valentine,  
La Mesa, NM and ONLINE VIA ZOOM

Contact us at 575-233-5742 or [board@LRGauthority.org](mailto: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 LRGPWVA Office or at [www.LRGauthority.org/noticesavisos.html](http://www.LRGauthority.org/noticesavisos.html)

- I. **Call to Order, Roll Call to Establish Quorum:** Mrs. Holguin called the meeting to order at 9:03 am. District #1 is vacant, **Mr. Franco** representing District #2 was present, **Mr. Cadena** representing District #3 was absent, **Mrs. Holguin** representing District #4 was present, **Mr. Perez** representing District #5 was present, **Mrs. Juarez** representing District #6 was present via Zoom, **Ms. Bowles** representing District #7 was absent. 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. Guests present were Tyler Hopkins from Bohannan Huston and Marty Howell from Souder, Miller & Associates.
- II. **Pledge of Allegiance:** The pledge of allegiance was led by General Manager Martin Lopez
- III. **Motion to approve Agenda:** Mr. Lopez requested that approval of the minutes for January 15, 2025 be postponed until the March 19, 2025 board meeting. Mr. Franco made the motion to approve the agenda as presented by Mr. Lopez. Mr. Perez seconded the motion, the motion passed with all in favor.
- IV. **Approval of Minutes: Motion to approve the minutes for Regular Board Meeting on January 15, 2025:** This item was postponed to be presented at our March 19, 2025 board meeting.
- V. **Presentations:** none
- VI. **Public Input:** none
- VII. **Managers' Reports:**
  - A. **General Manager:** Mr. Lopez provided a written report and stood for questions. Alto de Las Flores O & M Contract is set to expire at the end of March. He increased the prices \$1,800.00 per month, operator labor from \$50.00 to \$75.00 and use of equipment from \$100.00 to \$125.00. Alto de Las Flores Board will be taking action tomorrow night once approved by them, we will add it to the March agenda. The Operator in Rincon resigned, effective end of January 2025. We are coordinating with GISD to secure a long-term lease for the old Vado system facilities site. Patty, Karen and Martin attended the Legislature on February 10<sup>th</sup> & 11<sup>th</sup> in support of our Capital Outlay Requests. We received the new small backhoe and vacuum trailer from Capital Outlay funding from last year. One of our employee's was involved in a vehicle accident (not employee's fault). Offices were closed in Observance of Presidents Day on February 17<sup>th</sup>, 2025.



- B. Projects:** Ms. Nichols provided a written report and stood for questions. Ms. Nichols said the March Projects Report would be her last one as she is retiring at the end of March. She has indicated on her report which projects are finished and which ones will remain on the list. Mr. Lopez wanted to inform the board that we had a customer complaint in the East Mesa area. Customer's tenant had no water and was not informed of the outage, caused by the Contractors working in that area. Ms. Nichols spoke to the Contractor and informed them of the complaint. Board Member Mrs. Juarez was informed of the complaint as this customer is in her area. She is willing to speak to the customer on a three-way call to include Mr. Lopez. Mrs. Holguin wanted to thank Ms. Nichols for being instrumental in the funding of many projects and helping with the creation of LRGPWWA.
- C. Operations:** Mr. Lopez provided a written report and stood for questions. We had a plug up lift station between 14 and 15 in Brazito, which took a week and a half to unplug. We had a leak in Talavera, which took a few days to figure out. Turns out it was a leak on the customer's side. There was a leak at his green house and it drained the tanks. Maverick Drilling put a camera down in a well in East Mesa and found lots of trash, so we have a few quotes to have it cleaned out. We pumped 38.75 million gallons in January 2025 a little more than same time last year.
- D. Finance:** Ms. Jackson provided a written report and stood for questions. For January we had \$344,797.71 Revenue and \$381,295.10 Expenses, but our YTD Revenues are 3.1 million and our YTD Expenses are 2.8 million so we are still in very good shape. We are having problems with our Electric bills so we are going to look at budget billing where they average out the amount monthly and at the end of the year it gets adjusted, this would help avoid late fees. Patty and Kathi are planning a Retirement Party for Karen for March 28<sup>th</sup> at 12:30 at our new office. If things change then we will let everyone know.

**VIII. Unfinished Business:** none

**IX. New Business:** none

**X. Other discussion and agenda items for next meeting at 9:00 a.m. Wednesday, March 19, 2025 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.** Approval of the O & M Contract with Alto Del Las Flores
- C.** Update our Policies to add wording regarding NM Gift Act
- D.** Resolution to formally adopt the redistricting

**XI. Motion to Adjourn:** Mr. Franco made the motion to adjourn the board meeting at 9:37 a.m.

These minutes will be presented to the board for approval on the 19<sup>th</sup> Day of March, 2025 at a regular meeting of the Board of Directors:

**SEAL:**

\_\_\_\_\_  
Esperanza Holguin, Board Chair

**Attest:**

\_\_\_\_\_  
Glory Juarez, Secretary

# LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

## Minutes —SPECIAL BOARD OF DIRECTORS MEETING

9:00 a.m., Monday February 24, 2025 online - Zoom

Contact us at 575-233-5742 or [board@LRGauthority.org](mailto: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 LRGPWVA Office or at [www.LRGauthority.org/noticesavisos.html](http://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 absent, **Mr. Cadena** representing District #3 was present via Zoom, **Mrs. Holguin** representing District #4 was present, **Mr. Perez** representing District # 5 was present via Zoom, **Mrs. Juarez** representing District #6 was present via Zoom, **Ms. Bowles** representing District #7 was absent. Staff present were General Manager Martin Lopez via Zoom, Projects Manager Karen Nichols via Zoom, Projects Specialist Patricia Charles.
- II. **Motion to approve the agenda:** Mr. Perez made the motion to approve the agenda. Mr. Cadena seconded the motion, the motion passed with all in favor.
- III. **New Business:**
  - A. **Motion to approve the minutes for January 15, 2025 Board Meeting:** Mr. Cadena made the motion to approve the minutes for January 15, 2025 board meeting. Mr. Perez seconded the motion, the motion passed with all in favor.
- IV. **Motion to Adjourn:** Mr. Perez made the motion to adjourn the special board meeting at 9:04 a.m.

These minutes will be presented to the board for approval on the 19<sup>th</sup> Day of March, 2025 at a regular meeting of the Board of Directors:

SEAL:

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Esperanza Holguin, Board Chair

Attest:

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Glory Juarez, Secretary

**LRGPWWA**  
**Manager's Report**  
**March 19, 2025**

- The Las Flores Subdivision (32 lots) is nearly complete-a few corrections to water lines were needed prior to acceptance by LRGPWWA
- Kathi, Patty, John and I will attend a Capital Outlay training in Albuquerque on April 12<sup>th</sup>
- Another USDA RD loan (Brazito) loan was paid off on March 13<sup>th</sup>
- Closed Offices/Operations on March 6<sup>th</sup> due to loss of internet, phones, network due to high winds
- Mountain Valley Subdivision in Berino has resumed construction
- New Horizons Subdivision in Vado pending Environment Department approval for water lines
- Contacted by BLM that there may be a permit from Mountain View MDWCA (Organ MDWCA) which needs to be transferred and renewed



# Income Statement

Lower Rio Grande Public Water Works Authority

## Group Summary

For Fiscal: FYE 2025 Period Ending: 02/28/2025

Combined

| AcctNumber                                  | Current<br>Total Budget | MTD Activity      | YTD Activity        | Budget<br>Remaining |
|---|-------------------------|-------------------|---------------------|---------------------|
| <b>Revenue</b>                              |                         |                   |                     |                     |
| 40000 - Operating Revenue                   | 4,386,875.00            | 309,864.17        | 3,019,817.85        | 1,367,057.15        |
| 40002 - Installation Fees                   | 105,000.00              | 18,154.38         | 74,848.63           | 30,151.37           |
| 40003 - Activation & Connection Fees-Water  | 22,500.00               | 1,586.00          | 14,956.58           | 7,543.42            |
| 40005 - Backflow Testing                    | 7,500.00                | 500.00            | 5,375.00            | 2,125.00            |
| 40006 - Tampering Fee/Line Breaks           | 5,000.00                | 851.98            | 3,163.77            | 1,836.23            |
| 40007 - Delinquency Fee                     | 75,000.00               | 5,900.00          | 56,750.00           | 18,250.00           |
| 40008 - Penalties-Water                     | 95,000.00               | 9,257.86          | 88,473.57           | 6,526.43            |
| 40009 - Membership Fees                     | 5,000.00                | 450.00            | 4,168.61            | 831.39              |
| 40010 - Impact Fees                         | 50,000.00               | 5,483.33          | 32,069.44           | 17,930.56           |
| 40011 - Returned Check Fees                 | 525.00                  | 35.00             | 455.00              | 70.00               |
| 40012 - Credit Card Fees                    | 17,000.00               | 1,710.00          | 13,330.00           | 3,670.00            |
| 40013 - Miscellaneous Revenue               | 250.00                  | 177.35            | 272.35              | -22.35              |
| 40015 - Penalties-Sewer                     | 26,500.00               | 3,079.81          | 24,692.28           | 1,807.72            |
| 40016 - Meter Test Fee                      | 0.00                    | -53.24            | -53.24              | 53.24               |
| 40017 - Hydrant Meter Rental Fee            | 3,500.00                | 500.00            | 2,000.00            | 1,500.00            |
| 40018 - Permit Fees                         | 500.00                  | 0.00              | 400.00              | 100.00              |
| 40019 - DAC Trash Coupons                   | 600.00                  | 38.00             | 376.00              | 224.00              |
| 40020 - Miscellaneous Revenue-Sewer         | 800.00                  | 74.41             | 595.28              | 204.72              |
| 40025 - DAC Sewer Revenue                   | 20,000.00               | 2,846.38          | 22,810.11           | -2,810.11           |
| 45000 - Tower Rent                          | 5,500.00                | 500.00            | 4,000.00            | 1,500.00            |
| 45001 - Billing Adjustments-Water           | 0.00                    | -2,776.95         | -5,669.84           | 5,669.84            |
| 45005 - Fiscal Agent Fees                   | 55,000.00               | 5,346.84          | 47,806.50           | 7,193.50            |
| 45010 - Interest                            | 500.00                  | 41.66             | 341.56              | 158.44              |
| 45015 - Copy/Fax                            | 100.00                  | 10.00             | 94.50               | 5.50                |
| 45020 - Other Income                        | 60,000.00               | 242.99            | 29,619.07           | 30,380.93           |
| 45025 - Contract Services                   | 0.00                    | 5,862.00          | 41,439.90           | -41,439.90          |
| 45030 - Transfers In                        | 0.00                    | 0.00              | 0.00                | 0.00                |
| 49000 - Recovered Bad Debts                 | 1,000.00                | 300.00            | 900.00              | 100.00              |
| <b>Revenue Total:</b>                       | <b>4,943,650.00</b>     | <b>369,981.97</b> | <b>3,483,032.92</b> | <b>1,460,617.08</b> |
| <b>Expense</b>                              |                         |                   |                     |                     |
| 60001 - Transfers to Reserves               | 0.00                    | 10,000.00         | 80,000.00           | -80,000.00          |
| 60005 - Accounting Fees                     | 500.00                  | 0.00              | 31.95               | 468.05              |
| 60010 - Audit                               | 14,000.00               | 0.00              | 13,633.76           | 366.24              |
| 60020 - Bank Service Charges                | 40,000.00               | 4,241.14          | 8,865.46            | 31,134.54           |
| 60021 - Monthly Credit Card Processing Fees | 0.00                    | 0.00              | 29,204.93           | -29,204.93          |
| 60025 - Cash Short/Over                     | 500.00                  | 0.00              | 367.95              | 132.05              |
| 60026 - Computer Hardware                   | 25,000.00               | 0.00              | 8,565.66            | 16,434.34           |
| 60030 - Dues and Subscriptions              | 3,250.00                | 2,044.75          | 4,076.75            | -826.75             |
| 60035 - Engineering Fees                    | 60,000.00               | 1,060.91          | 34,282.16           | 25,717.84           |

|  |              |            |            |            |
|--|--------------|------------|------------|------------|
| 60045 - Late Fees                              | 500.00       | 0.00       | 2,189.95   | -1,689.95  |
| 60050 - Legal Fees                             | 10,000.00    | 0.00       | 2,512.04   | 7,487.96   |
| 60055 - Legal Notices                          | 500.00       | 0.00       | 81.80      | 418.20     |
| 60060 - Licenses & Fees                        | 13,500.00    | 182.16     | 2,234.19   | 11,265.81  |
| 60065 - Meals                                  | 1,000.00     | 210.18     | 603.56     | 396.44     |
| 60075 - Permit Fees                            | 1,000.00     | 0.00       | 6,340.00   | -5,340.00  |
| 60080 - Postage                                | 3,250.00     | 409.80     | 1,562.01   | 1,687.99   |
| 60120 - Retirement Account Fees                | 30,000.00    | 8,420.20   | 29,586.06  | 413.94     |
| 60125 - Easements & Leases                     | 10,000.00    | 0.00       | 3,847.09   | 6,152.91   |
| 60130 - Training                               | 5,000.00     | 0.00       | 2,676.58   | 2,323.42   |
| 60140 - Travel:Airfare Per Diem                | 3,000.00     | 0.00       | 3,189.80   | -189.80    |
| 60150 - Travel:Lodging Per Diem                | 14,500.00    | 0.00       | 2,399.77   | 12,100.23  |
| 60155 - Travel:Meals Per Diem                  | 2,000.00     | 0.00       | 406.71     | 1,593.29   |
| 60160 - Travel:Mileage/Parking Per Diem        | 2,000.00     | 0.00       | 331.30     | 1,668.70   |
| 60165 - Travel:Vehicle Rental Per Diem         | 1,500.00     | 0.00       | 0.00       | 1,500.00   |
| 60600 - Debit Service                          | 429,763.00   | 17,439.30  | 275,486.26 | 154,276.74 |
| 60625 - Interest paid to NMED                  | 75,057.00    | 0.00       | 4,122.12   | 70,934.88  |
| 60650 - Interest paid to NMFA                  | 0.00         | 4,862.84   | 36,305.75  | -36,305.75 |
| 60675 - Interest paid to USDA                  | 235,739.00   | 25,915.94  | 206,768.95 | 28,970.05  |
| 63000 - Regular Pay                            | 1,450,000.00 | 104,633.67 | 829,482.64 | 620,517.36 |
| 63001 - Overtime                               | 45,000.00    | 5,047.46   | 33,063.62  | 11,936.38  |
| 63006 - Holiday Pay                            | 80,000.00    | 7,388.00   | 65,784.24  | 14,215.76  |
| 63007 - Sick Pay                               | 75,000.00    | 5,529.14   | 56,542.83  | 18,457.17  |
| 63008 - Annual Leave Pay                       | 100,000.00   | 11,304.67  | 95,382.23  | 4,617.77   |
| 63040 - Administrative Labor                   | 25,000.00    | 0.00       | 0.00       | 25,000.00  |
| 63070 - Employee Benefits-401K Contrib         | 232,000.00   | 3,575.23   | 31,061.47  | 200,938.53 |
| 63100 - Insurance-Dental                       | 13,000.00    | 1,212.34   | 9,806.01   | 3,193.99   |
| 63110 - Insurance-Health                       | 360,000.00   | 22,215.79  | 191,581.10 | 168,418.90 |
| 63115 - Salaries: Insurance - Work Comp        | 30,000.00    | 2,565.00   | 25,341.40  | 4,658.60   |
| 63125 - Insurance: Life & Disability           | 25,000.00    | 259.67     | 12,373.57  | 12,626.43  |
| 63130 - Mileage                                | 1,500.00     | 0.00       | 0.00       | 1,500.00   |
| 63135 - Drug Testing                           | 1,000.00     | 0.00       | 405.00     | 595.00     |
| 63160 - Payroll Taxes-Medicare                 | 23,000.00    | 1,941.63   | 15,663.52  | 7,336.48   |
| 63170 - Payroll Taxes-Social Security          | 101,500.00   | 8,301.99   | 66,975.71  | 34,524.29  |
| 63180 - Payroll Taxes-State Unemployment       | 10,000.00    | 0.00       | 1,699.19   | 8,300.81   |
| 63195 - Taxes, Liability, Insurance: Cobra Fee | 1,000.00     | 0.00       | 525.00     | 475.00     |
| 63200 - Vision Insurance                       | 4,500.00     | 273.12     | 2,512.14   | 1,987.86   |
| 64100 - Sewer:DAC Waste Water Flow Charge      | 24,591.00    | 6,499.85   | 51,423.06  | -26,832.06 |
| 64200 - Sewer:Electricity-Sewer                | 15,000.00    | 1,069.79   | 10,882.70  | 4,117.30   |
| 64300 - Sewer:Lab & Chemicals-Sewer            | 0.00         | 3,620.75   | 12,989.02  | -12,989.02 |
| 64501 - Pre Paid Tank Site Lease               | 2,000.00     | 0.00       | 0.00       | 2,000.00   |
| 65010 - Automobile Repairs & Maint.            | 75,000.00    | 3,446.18   | 71,612.74  | 3,387.26   |
| 65230 - Computer Maintenance                   | 150,000.00   | 4,133.88   | 64,950.04  | 85,049.96  |
| 65240 - Equipment Rental                       | 5,000.00     | 165.50     | 494.95     | 4,505.05   |
| 65250 - Fuel                                   | 100,000.00   | 6,763.09   | 60,443.15  | 39,556.85  |
| 65255 - GPS Insights Charges                   | 7,500.00     | 740.10     | 5,839.05   | 1,660.95   |
| 65260 - Kitchen & Cleaning Supplies            | 1,000.00     | 0.00       | 0.00       | 1,000.00   |

|  |                     |                   |                     |                     |
|--|---------------------|-------------------|---------------------|---------------------|
| 65270 - Lab Chemicals-Water              | 5,500.00            | 0.00              | 735.14              | 4,764.86            |
| 65275 - SCADA Maintenance Fee            | 5,000.00            | 1,417.92          | 6,409.00            | -1,409.00           |
| 65276 - Test Equipment Calibration       | 3,000.00            | 0.00              | 0.00                | 3,000.00            |
| 65277 - Generator Maintenance Contract   | 10,000.00           | 0.00              | 0.00                | 10,000.00           |
| 65278 - Meter Testing/Repair/Replacement | 10,000.00           | 0.00              | 6,523.13            | 3,476.87            |
| 65280 - Lab Chemicals-Water:Chemicals    | 50,000.00           | 1,546.57          | 34,460.59           | 15,539.41           |
| 65300 - Locates                          | 4,000.00            | 0.00              | 2,454.32            | 1,545.68            |
| 65310 - Maint. & Repairs-Infrastructure  | 50,000.00           | 41,688.82         | 165,352.28          | -115,352.28         |
| 65320 - Maint. & Repairs-Office          | 37,500.00           | 1,869.51          | 21,931.30           | 15,568.70           |
| 65330 - Maintenance & Repairs-Other      | 110,000.00          | 4,272.63          | 36,118.16           | 73,881.84           |
| 65340 - Materials & Supplies             | 100,000.00          | 4,945.29          | 56,131.36           | 43,868.64           |
| 65345 - Non Inventory-Consumables        | 52,000.00           | 1,277.33          | 24,529.70           | 27,470.30           |
| 65350 - Office Supplies                  | 17,500.00           | 662.89            | 6,997.86            | 10,502.14           |
| 65360 - Printing and Copying             | 65,000.00           | 5,045.76          | 41,226.40           | 23,773.60           |
| 65370 - Tool Furniture                   | 15,000.00           | 1,877.99          | 6,002.11            | 8,997.89            |
| 65390 - Uniforms-Employee                | 25,000.00           | 1,835.68          | 17,866.85           | 7,133.15            |
| 65490 - Cell Phone                       | 30,000.00           | 1,931.23          | 15,402.28           | 14,597.72           |
| 65500 - Electricity-Lighting             | 6,500.00            | 297.53            | 3,073.15            | 3,426.85            |
| 65510 - Electricity-Offices              | 15,000.00           | 1,258.36          | 13,589.33           | 1,410.67            |
| 65520 - Electricity-Wells                | 210,000.00          | 7,432.76          | 93,409.07           | 116,590.93          |
| 65530 - Garbage Service                  | 3,500.00            | 341.59            | 2,844.56            | 655.44              |
| 65540 - Natural Gas                      | 3,500.00            | 624.24            | 2,355.49            | 1,144.51            |
| 65550 - Security/Alarm                   | 5,000.00            | 0.00              | 8,836.36            | -3,836.36           |
| 65560 - Telephone                        | 10,000.00           | 1,866.50          | 14,795.99           | -4,795.99           |
| 65561 - Telstar Maintenance Contract     | 8,000.00            | 0.00              | 0.00                | 8,000.00            |
| 65570 - Wastewater                       | 3,500.00            | 245.44            | 1,963.52            | 1,536.48            |
| 66200 - Insurance-General Liability      | 125,000.00          | 131.00            | 93,225.00           | 31,775.00           |
| 66700 - Water Conservation Fee           | 25,000.00           | 1,162.57          | 11,881.83           | 13,118.17           |
| <b>Expense Total:</b>                    | <b>4,943,650.00</b> | <b>347,205.68</b> | <b>3,084,621.72</b> | <b>1,859,028.28</b> |
| <b>Total Surplus (Deficit):</b>          | <b>0.00</b>         | <b>22,776.29</b>  | <b>398,411.20</b>   | <b>-398,411.20</b>  |



# Income Statement

Lower Rio Grande Public Water Works Authority

## Group Summary

For Fiscal: FYE 2025 Period Ending: 02/28/2025

Water Only

| AcctNumber                                  | Current Total Budget | MTD Activity      | YTD Activity        | Budget Remaining    |
|---|----------------------|-------------------|---------------------|---------------------|
| <b>Revenue</b>                              |                      |                   |                     |                     |
| 40000 - Operating Revenue                   | 4,085,675.00         | 269,325.19        | 2,700,586.11        | 1,385,088.89        |
| 40002 - Installation Fees                   | 80,000.00            | 17,650.00         | 67,291.71           | 12,708.29           |
| 40003 - Activation & Connection Fees-Water  | 22,500.00            | 1,586.00          | 14,956.58           | 7,543.42            |
| 40005 - Backflow Testing                    | 7,500.00             | 500.00            | 5,375.00            | 2,125.00            |
| 40006 - Tampering Fee/Line Breaks           | 5,000.00             | 851.98            | 3,163.77            | 1,836.23            |
| 40007 - Delinquency Fee                     | 75,000.00            | 5,900.00          | 56,750.00           | 18,250.00           |
| 40008 - Penalties-Water                     | 95,000.00            | 9,257.86          | 88,473.57           | 6,526.43            |
| 40009 - Membership Fees                     | 5,000.00             | 450.00            | 4,168.61            | 831.39              |
| 40010 - Impact Fees                         | 50,000.00            | 5,483.33          | 32,069.44           | 17,930.56           |
| 40011 - Returned Check Fees                 | 525.00               | 35.00             | 455.00              | 70.00               |
| 40012 - Credit Card Fees                    | 17,000.00            | 1,710.00          | 13,330.00           | 3,670.00            |
| 40013 - Miscellaneous Revenue               | 250.00               | 177.35            | 272.35              | -22.35              |
| 40015 - Penalties-Sewer                     | 1,500.00             | 480.00            | 1,720.00            | -220.00             |
| 40016 - Meter Test Fee                      | 0.00                 | -53.24            | -53.24              | 53.24               |
| 40017 - Hydrant Meter Rental Fee            | 3,500.00             | 500.00            | 2,000.00            | 1,500.00            |
| 40018 - Permit Fees                         | 500.00               | 0.00              | 400.00              | 100.00              |
| 40019 - DAC Trash Coupons                   | 600.00               | 38.00             | 376.00              | 224.00              |
| 45000 - Tower Rent                          | 5,500.00             | 500.00            | 4,000.00            | 1,500.00            |
| 45001 - Billing Adjustments-Water           | 0.00                 | -2,776.95         | -5,669.84           | 5,669.84            |
| 45005 - Fiscal Agent Fees                   | 55,000.00            | 5,346.84          | 47,806.50           | 7,193.50            |
| 45010 - Interest                            | 500.00               | 41.66             | 341.56              | 158.44              |
| 45015 - Copy/Fax                            | 100.00               | 10.00             | 94.50               | 5.50                |
| 45020 - Other Income                        | 60,000.00            | 242.99            | 29,619.07           | 30,380.93           |
| 45025 - Contract Services                   | 0.00                 | 5,862.00          | 41,439.90           | -41,439.90          |
| 45030 - Transfers In                        | 0.00                 | 0.00              | 0.00                | 0.00                |
| 49000 - Recovered Bad Debts                 | 1,000.00             | 300.00            | 900.00              | 100.00              |
| <b>Revenue Total:</b>                       | <b>4,571,650.00</b>  | <b>323,418.01</b> | <b>3,109,866.59</b> | <b>1,461,783.41</b> |
| <b>Expense</b>                              |                      |                   |                     |                     |
| 60001 - Transfers to Reserves               | 0.00                 | 10,000.00         | 80,000.00           | -80,000.00          |
| 60005 - Accounting Fees                     | 500.00               | 0.00              | 31.95               | 468.05              |
| 60010 - Audit                               | 14,000.00            | 0.00              | 13,633.76           | 366.24              |
| 60020 - Bank Service Charges                | 40,000.00            | 4,241.14          | 8,865.46            | 31,134.54           |
| 60021 - Monthly Credit Card Processing Fees | 0.00                 | 0.00              | 29,204.93           | -29,204.93          |
| 60025 - Cash Short/Over                     | 500.00               | 0.00              | 367.95              | 132.05              |
| 60026 - Computer Hardware                   | 25,000.00            | 0.00              | 8,565.66            | 16,434.34           |
| 60030 - Dues and Subscriptions              | 3,250.00             | 2,044.75          | 4,076.75            | -826.75             |
| 60035 - Engineering Fees                    | 60,000.00            | 1,060.91          | 34,282.16           | 25,717.84           |
| 60045 - Late Fees                           | 500.00               | 0.00              | 2,189.95            | -1,689.95           |



|  |              |            |            |            |
|--|--------------|------------|------------|------------|
| 60050 - Legal Fees                             | 10,000.00    | 0.00       | 2,512.04   | 7,487.96   |
| 60055 - Legal Notices                          | 500.00       | 0.00       | 81.80      | 418.20     |
| 60060 - Licenses & Fees                        | 13,500.00    | 182.16     | 2,234.19   | 11,265.81  |
| 60065 - Meals                                  | 1,000.00     | 210.18     | 603.56     | 396.44     |
| 60075 - Permit Fees                            | 1,000.00     | 0.00       | 6,340.00   | -5,340.00  |
| 60080 - Postage                                | 3,250.00     | 409.80     | 1,562.01   | 1,687.99   |
| 60120 - Retirement Account Fees                | 30,000.00    | 8,420.20   | 29,586.06  | 413.94     |
| 60125 - Easments & Leases                      | 10,000.00    | 0.00       | 3,847.09   | 6,152.91   |
| 60130 - Training                               | 5,000.00     | 0.00       | 2,645.77   | 2,354.23   |
| 60140 - Travel:Airfare Per Diem                | 3,000.00     | 0.00       | 3,189.80   | -189.80    |
| 60150 - Travel:Lodging Per Diem                | 14,500.00    | 0.00       | 2,399.77   | 12,100.23  |
| 60155 - Travel:Meals Per Diem                  | 2,000.00     | 0.00       | 406.71     | 1,593.29   |
| 60160 - Travel:Mileage/Parking Per Diem        | 2,000.00     | 0.00       | 331.30     | 1,668.70   |
| 60165 - Travel:Vehicle Rental Per Diem         | 1,500.00     | 0.00       | 0.00       | 1,500.00   |
| 60600 - Debit Service                          | 210,442.00   | 8,925.18   | 124,598.66 | 85,843.34  |
| 60625 - Interest paid to NMED                  | 75,057.00    | 0.00       | 4,122.12   | 70,934.88  |
| 60650 - Interest paid to NMFA                  | 0.00         | 4,862.84   | 36,305.75  | -36,305.75 |
| 60675 - Interest paid to USDA                  | 122,651.00   | 9,970.06   | 79,697.05  | 42,953.95  |
| 63000 - Regular Pay                            | 1,450,000.00 | 104,633.67 | 829,482.64 | 620,517.36 |
| 63001 - Overtime                               | 45,000.00    | 5,047.46   | 33,063.62  | 11,936.38  |
| 63006 - Holiday Pay                            | 80,000.00    | 7,388.00   | 65,784.24  | 14,215.76  |
| 63007 - Sick Pay                               | 75,000.00    | 5,529.14   | 56,542.83  | 18,457.17  |
| 63008 - Annual Leave Pay                       | 100,000.00   | 11,304.67  | 95,382.23  | 4,617.77   |
| 63040 - Administrative Labor                   | 25,000.00    | 0.00       | 0.00       | 25,000.00  |
| 63070 - Employee Benefits-401K Contrib         | 232,000.00   | 3,575.23   | 31,061.47  | 200,938.53 |
| 63100 - Insurance-Dental                       | 13,000.00    | 1,212.34   | 9,806.01   | 3,193.99   |
| 63110 - Insurance-Health                       | 360,000.00   | 22,215.79  | 191,581.10 | 168,418.90 |
| 63115 - Salaries: Insurance - Work Comp        | 30,000.00    | 2,565.00   | 25,341.40  | 4,658.60   |
| 63125 - Insurance: Life & Disability           | 25,000.00    | 259.67     | 12,373.57  | 12,626.43  |
| 63130 - Mileage                                | 1,500.00     | 0.00       | 0.00       | 1,500.00   |
| 63135 - Drug Testing                           | 1,000.00     | 0.00       | 405.00     | 595.00     |
| 63160 - Payroll Taxes-Medicare                 | 23,000.00    | 1,941.63   | 15,663.52  | 7,336.48   |
| 63170 - Payroll Taxes-Social Security          | 101,500.00   | 8,301.99   | 66,975.71  | 34,524.29  |
| 63180 - Payroll Taxes-State Unemployem         | 10,000.00    | 0.00       | 1,699.19   | 8,300.81   |
| 63195 - Taxes, Liability, Insurance: Cobra Fee | 1,000.00     | 0.00       | 525.00     | 475.00     |
| 63200 - Vision Insurance                       | 4,500.00     | 273.12     | 2,512.14   | 1,987.86   |
| 64501 - Pre Paid Tank Site Lease               | 2,000.00     | 0.00       | 0.00       | 2,000.00   |
| 65010 - Automobile Repairs & Maint.            | 75,000.00    | 3,446.18   | 71,612.74  | 3,387.26   |
| 65230 - Computer Maintenance                   | 150,000.00   | 4,133.88   | 64,950.04  | 85,049.96  |
| 65240 - Equipment Rental                       | 5,000.00     | 165.50     | 494.95     | 4,505.05   |
| 65250 - Fuel                                   | 100,000.00   | 6,763.09   | 60,443.15  | 39,556.85  |
| 65255 - GPS Insights Charges                   | 7,500.00     | 740.10     | 5,839.05   | 1,660.95   |
| 65260 - Kitchen & Cleaning Supplies            | 1,000.00     | 0.00       | 0.00       | 1,000.00   |
| 65270 - Lab Chemicals-Water                    | 5,500.00     | 0.00       | 735.14     | 4,764.86   |
| 65275 - SCADA Maintenance Fee                  | 5,000.00     | 1,417.92   | 6,409.00   | -1,409.00  |
| 65276 - Test Equipment Calibration             | 3,000.00     | 0.00       | 0.00       | 3,000.00   |
| 65277 - Generator Maintenance Contract         | 10,000.00    | 0.00       | 0.00       | 10,000.00  |

|  |                     |                   |                     |                     |
|--|---------------------|-------------------|---------------------|---------------------|
| 65278 - Meter Testing/Repair/Replacement | 10,000.00           | 0.00              | 6,523.13            | 3,476.87            |
| 65280 - Lab Chemicals-Water:Chemicals    | 50,000.00           | 1,546.57          | 34,460.59           | 15,539.41           |
| 65300 - Locates                          | 4,000.00            | 0.00              | 2,454.32            | 1,545.68            |
| 65310 - Maint. & Repairs-Infrastructure  | 50,000.00           | 1,166.52          | 98,470.16           | -48,470.16          |
| 65320 - Maint. & Repairs-Office          | 37,500.00           | 1,869.51          | 21,931.30           | 15,568.70           |
| 65330 - Maintenance & Repairs-Other      | 110,000.00          | 4,272.63          | 36,118.16           | 73,881.84           |
| 65340 - Materials & Supplies             | 100,000.00          | 4,945.29          | 56,131.36           | 43,868.64           |
| 65345 - Non Inventory-Consumables        | 52,000.00           | 1,277.33          | 24,529.70           | 27,470.30           |
| 65350 - Office Supplies                  | 17,500.00           | 662.89            | 6,997.86            | 10,502.14           |
| 65360 - Printing and Copying             | 65,000.00           | 5,045.76          | 41,226.40           | 23,773.60           |
| 65370 - Tool Furniture                   | 15,000.00           | 1,877.99          | 6,002.11            | 8,997.89            |
| 65390 - Uniforms-Employee                | 25,000.00           | 1,835.68          | 17,866.85           | 7,133.15            |
| 65490 - Cell Phone                       | 30,000.00           | 1,931.23          | 15,402.28           | 14,597.72           |
| 65500 - Electricity-Lighting             | 6,500.00            | 297.53            | 3,073.15            | 3,426.85            |
| 65510 - Electricity-Offices              | 15,000.00           | 1,258.36          | 13,589.33           | 1,410.67            |
| 65520 - Electricity-Wells                | 210,000.00          | 7,432.76          | 93,409.07           | 116,590.93          |
| 65530 - Garbage Service                  | 3,500.00            | 341.59            | 2,844.56            | 655.44              |
| 65540 - Natural Gas                      | 3,500.00            | 624.24            | 2,355.49            | 1,144.51            |
| 65550 - Security/Alarm                   | 5,000.00            | 0.00              | 8,836.36            | -3,836.36           |
| 65560 - Telephone                        | 10,000.00           | 1,866.50          | 14,795.99           | -4,795.99           |
| 65561 - Telstar Maintenance Contract     | 8,000.00            | 0.00              | 0.00                | 8,000.00            |
| 65570 - Wastewater                       | 3,500.00            | 245.44            | 1,963.52            | 1,536.48            |
| 66200 - Insurance-General Liability      | 125,000.00          | 131.00            | 93,225.00           | 31,775.00           |
| 66700 - Water Conservation Fee           | 25,000.00           | 1,162.57          | 11,881.83           | 13,118.17           |
| <b>Expense Total:</b>                    | <b>4,571,650.00</b> | <b>281,032.99</b> | <b>2,744,454.51</b> | <b>1,827,195.49</b> |
| <b>Total Surplus (Deficit):</b>          | <b>0.00</b>         | <b>42,385.02</b>  | <b>365,412.08</b>   | <b>-365,412.08</b>  |



# Income Statement

Lower Rio Grande Public Water Works Authority

## Group Summary

For Fiscal: FYE 2025 Period Ending: 02/28/2025

Sewer Only

| AcctNumber                                | Current<br>Total Budget | MTD Activity      | YTD Activity      | Budget<br>Remaining |
|---|-------------------------|-------------------|-------------------|---------------------|
| <b>Revenue</b>                            |                         |                   |                   |                     |
| 40000 - Operating Revenue                 | 301,200.00              | 40,538.98         | 319,231.74        | -18,031.74          |
| 40002 - Installation Fees                 | 25,000.00               | 504.38            | 7,556.92          | 17,443.08           |
| 40015 - Penalties-Sewer                   | 25,000.00               | 2,599.81          | 22,972.28         | 2,027.72            |
| 40020 - Miscellaneous Revenue-Sewer       | 800.00                  | 74.41             | 595.28            | 204.72              |
| 40025 - DAC Sewer Revenue                 | 20,000.00               | 2,846.38          | 22,810.11         | -2,810.11           |
| <b>Revenue Total:</b>                     | <b>372,000.00</b>       | <b>46,563.96</b>  | <b>373,166.33</b> | <b>-1,166.33</b>    |
| <b>Expense</b>                            |                         |                   |                   |                     |
| 60130 - Training                          | 0.00                    | 0.00              | 30.81             | -30.81              |
| 60600 - Debit Service                     | 219,321.00              | 8,514.12          | 150,887.60        | 68,433.40           |
| 60675 - Interest paid to USDA             | 113,088.00              | 15,945.88         | 127,071.90        | -13,983.90          |
| 64100 - Sewer:DAC Waste Water Flow Charge | 24,591.00               | 6,499.85          | 51,423.06         | -26,832.06          |
| 64200 - Sewer:Electricity-Sewer           | 15,000.00               | 1,069.79          | 10,882.70         | 4,117.30            |
| 64300 - Sewer:Lab & Chemicals-Sewer       | 0.00                    | 3,620.75          | 12,989.02         | -12,989.02          |
| 65310 - Maint. & Repairs-Infrastructure   | 0.00                    | 40,522.30         | 66,882.12         | -66,882.12          |
| <b>Expense Total:</b>                     | <b>372,000.00</b>       | <b>76,172.69</b>  | <b>420,167.21</b> | <b>-48,167.21</b>   |
| <b>Total Surplus (Deficit):</b>           | <b>0.00</b>             | <b>-29,608.73</b> | <b>-47,000.88</b> | <b>47,000.88</b>    |

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY  
PROJECTS REPORT – 3/19/2025**

**LRG-17-01 – Mesquite-Brazito Sewer Project 2 – Bohannan 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) 5782-CIF \$5,715,000 (\$5,143,500 Grant \$571,500 loan), LRGPWWA Funds (connection fees) \$54,800** – Estimate of Funds #23 was submitted 2/18/24 and #24 is pending. Project is substantially complete. Change Order #9 for SCADA upgrades has been approved. 11-month warranty inspection of LS 11,12 & 16 will be in February. Delivery of the vector truck is pending.

**LRG-17-02 – Central Office Building – construction - Wilson & Co./C&E Industrial Services - DW-4213 \$3,586,286.00 - SAP 21-F2723-STB \$1,200,000, SAP 22-G2820-STB \$200,000, SAP 23-H2406-STB \$350,000 less \$3,500 AIPP, LRGPWWA Funds - \$10,652.74:** The contractor has been subject to liquidated damages since 10/22/23. Work to widen Vado Drive has been delayed due to encountering 2 unmarked fiber optic lines, one of which needs to be relocated. 46 DW Requisitions have been submitted and 17 SAP Requests for Payment. 2021 \$1.2 million SAP is fully expended. 2022 \$200k SAP has funds fully obligated and expended. 2023 \$346,500 SAP funds now have \$217,095.75 obligated and \$124,725.83 of that expended. Progress meetings are scheduled Monday afternoons monthly. Office furniture has been ordered through Beck TOI under the State Procurement Contract and is installed, public art from the 2023 SAP allocation has been selected and installed, and IT, phone system, and security alarm equipment has been ordered. Additional fencing and handrails at the boardroom entrance have been installed. New project schedule extends beyond 12/25/24.

**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.

**Valle Del Rio Water Treatment – Move Deserts Sands Skid to VDR – Design & Construction - \$250,000 SAP 22-G2330-STB, WPF-6292 - \$718,000 (\$646,200 Grant, \$71,800 Loan) – Souder, Miller & Associates** – Engineering Agreement was approved and NOO issued on 2/9/23, design is complete. DR #9 has been submitted. Project is out to bid as of 3/16/25, Pre-bid on-site 3/24, and Bid Opening 4/16/25.

**LRG-17-03 –East Mesa Water System Improvements Project DB Stephens & Assoc. – 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 II Design is complete at a cost of \$329,567.92, Ph I Construction– DBSA/File Construction:** Progress meeting was held 2/3/25. 31 Requisitions have been submitted and 3 Change Orders have been approved. There have been ongoing issues with the survey for this project. Pipeline work and tank foundation are underway.

**LRG-18-02 – Stern Drive Waterline Extension Project – Design/Build – SMA - \$150,000 SAP, \$531.32 LRG funds, \$2,352,800 WTB (\$2,117,520 Grant, \$235,280 Loan)** – Revised NTP has been issued to Highland Construction as of 3/5/25 for the remainder of Phase II plus Hwy. 189 and S. Valley Line Extension Projects for 4/14/25. One Change Order has been submitted for Hwy 189 to modify the tie-in to the existing line. Contractor requested to increase the line-item price for pipe due to the reduced scope of the project and was denied based on the signed contract. Stern Drive Ph. III design is underway and 2 requisitions have been submitted.

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

**LRG-23-01 – Water Asset Management Plan – Bohannon Huston, Inc. - PG-6037 –\$50,000. \$35,251.49 LRGPWWA funds** –Planning Grant funds have been received. We are working with BHI on GPS software applications. ESRI account has been set up for the LRGPWWA, JJ will be doing the training with BHI. Plan was completed at a cost of \$85,254.49. *I recommend keeping this project on the report as we develop ArcGIS and continue to look for appropriate AMP software.*

**LRG-23-02 – Wastewater Asset Management Plan – BHI - PG-6038 –\$50,000, \$16,536 LRGPWWA Funds** – Planning Grant funds have been received. We are working with BHI on ArcGIS & AMP software applications. See Water AMP above. Plan was completed at a cost of \$65,536. *I recommend keeping this project on the report as we develop ArcGIS and continue to look for appropriate AMP software.*

**LRG-23-03 - Hwy 189 Line Extension Project – Souder, Miller & Assoc. – SAP 23-H2405-GF - \$250,000:**  
See the Stern Drive Project for information

**LRG-24-01 – Rincon Water System Improvements - Bohannon Huston, Inc. – 6136-CIF - \$413,600:** 7  
Requisitions have been submitted. Design is in process.

**LRG-24-02 – Rincon Building Replacement – Bohannon Huston, Inc. – SAP 24-I2944-STB - \$500,000:** BHI contract is in place, design is underway, 3 disbursement requests have been submitted. Capital Outlay Request for additional funds has been submitted.

**LRG-24-03 – South Valley Regional Water Supply Project Bohannon Huston, Inc. - \$325,000 EPA Congressionally Directed Spending (Grant pre-application process) - \$731,655 WPF (\$658,489.50 Grant/\$73,165.50 Loan) – On-Call Contract (LRG Funds \$140,718):** 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. Procurement and engineering contract have been approved by EPA and Work Plan has been submitted to them. 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. Request for additional debt to USDA-RD is still pending. BHI contract and RFP documents have been approved by EPA, and Workplan has been submitted.

**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. Small backhoe was delivered on 1/9/25. Hydro-excavator was received 2/4/25, and final draw has been submitted and funds received. *This project will no longer appear on the report.*

**LRG-24-05 - High Valley Waterline Replacement Project -Souder, Miller & Associates – CIF-6428 - \$175,000 loan - \$700,000 Grant – SMA On-Call:** Closing is final 2/21/25 and SMA On-Call contract amendment is in place.

**LRG-24-06 – Mesquite Lift Station Rehab Design Project – CIF-6429 - \$44,440 loan - \$359,563 Grant – Bohannon Huston, Inc. On-Call:** Closing is final 2/21/25. BHI contract is pending.

**On-Call Engineering Services** – We met with BHI on 1/8/25 and SMA on 12/19/24 to review current projects and Task Orders.

**Other projects:**

**NM 2025 Legislature:** Report on bills in the legislature is available on the Directors Only site, and I have submitted the following requests:

East Mesa New Well - \$150,000 Legislators, \$1,500,000 Governor

Heavy Duty Truck - \$90,000

Cost Overruns Hwy 189 & Brazito Line Extensions - \$830,000

Rincon Building - \$300,000

Valle Del Rio Generator - \$251,000

SCADA - \$150,000

**January 2, 2025 - January 17** - Legislation may be prefiled

**January 21** - Opening day (noon)

**February 20** - Deadline for introduction

**March 22** - Session ends (noon)

**April 11** - Legislation not acted upon by governor is pocket vetoed

**June 20** - Effective date of legislation not a general appropriation bill or a bill carrying an emergency clause or other specified date

**Infrastructure Capital Improvements Plan 2027-2031:** Deadline will be June 13, 2026. NM DFA is working on a new database, and this will be the last year using the old one.

**Reporting to Funding Agencies:** Quarterly CIF Reports were submitted for the 4<sup>th</sup> 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 EPA approval of pre-application documents. Engineering RFP & contract have been approved, Workplan has been submitted and is pending approval.

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

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

**Training** – Nothing to report.

**Collection & Lien Procedures** - 311 first notifications, 306 certified letters have been sent and 150 liens have been filed to date. 53 liens have been released following payment in full of the account.

**Water Audits** – We need to begin working toward the 2024 audits.

**Rate Study** – Rate Schedule including FY2025 rate adjustments have been posted on our website. Last phase of the rate increase went into effect 1/1/2025. Board is scheduled to review rates in April as part of the budget process.

**NM Board of Licensure for PEs & Surveyors** – I attended a Profession Engineering Committee and Board meetings on 1/16 & 1/17/25. There may be a special PEC meeting on 2/21/25.

## Lower Rio Grande PWWA

### Operators Report

March 19, 2025

- For the Month of February, we installed 5 new water services in the South Valley Area.
- We had a large 8" main line water break at 171 Swannack.
- I created 6 new water estimates (service and work orders)
- We did not have any problems in Rincon, however JJ and I went to help Carole change water filters on the RO system at the well site. we lost Todd and have not found a replacement.
- We had a two service and main line breaks at the East Mesa.
- The force mains in Brazito and Mesquite have been operating well.
- We had a water leak at a valve on Modoc in the Talavera system, a couple of our operators had to excavate and tighten the pack nut on the valve.
- Maverick well drilling will start to brush and bail and video next week in order to prepare to install the new pump and motor.
- Our well Techs had to replace the wind sock at the Alto de las flores well site.

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

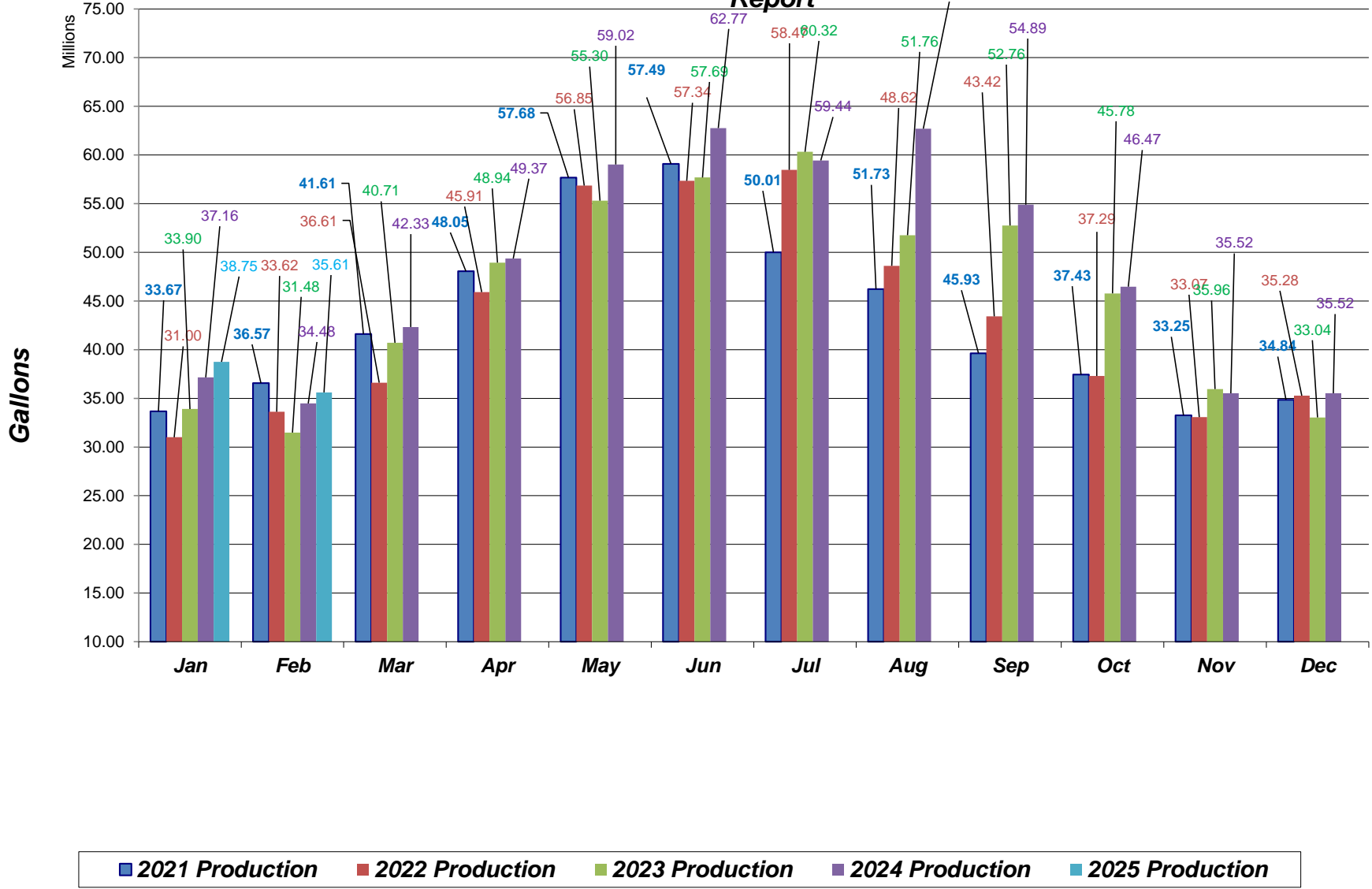
**Mesquite and Organ Sewer Reports.** The Organ Pond Wastewater report was hand delivered on January 27 for February 2025. The Mesquite wetlands has been cleared for Decommission by NMED, the well drillers received the permit to proceed and have plugged the remaining 3 monitoring wells.

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

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



## Lower Rio Grande PWWA Water Production Report





# **LOWER RIO GRANDE**

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## **Public Water Works Authority**

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325 Holguin Road

Vado, New Mexico 88072

(575) 233-5742

### **MANAGEMENT AND O&M INTERAGENCY AGREEMENT**

#### **Services (routine) at \$1,800.00 per month.**

- Daily inspection of facilities
- Use of On-call and Back-up staff and phone number
- Maintain daily log sheets
- Collect and submit monthly microbiological samples to lab
- Analyze and record daily chemical handling, dosages, recordkeeping, and residuals
- Operation of Treatment Facilities
- Prepare annual Consumer Confidence Report
- Prepare and submit chlorine residuals report to NMED (Chlorine By Products Rule)
- Prepare and submit chlorine residuals report to NMED as part of compliance in with Chlorine By Products Rule (Near Future requirement by USEPA)
- Line Location and marking in compliance with New Mexico Excavation Law
- Read meters on or about the 25<sup>th</sup> of each month, but no later than the 30<sup>th</sup> of the month
- Association Management to maintain compliance with State and Federal drinking water regulations along with all other applicable state and federal statutes and regulations

#### **Services provided at \$75.00 per hour:**

- Any and all other required and/or requested operation and maintenance services to not outlined as routine including



# **LOWER RIO GRANDE**

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## **Public Water Works Authority**

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emergency responses in which no equipment (backhoe, trencher) is required.

**Services provided at \$125.00 per hour (rental expense if equipment is rented):**

- Any and all other required operation and maintenance services not outlined as routine including emergency responses in which equipment (backhoe, trencher) is required.

Alto De Las Flores MDWCA is responsible for materials and supply cost for all aspects of operation and maintenance including the need for special equipment (Example-boring machine). Complete documentation will be provided for operation and maintenance cost reflecting the type of operation and maintenance performed; materials, supplies and equipment used (if any); including date, time and location.

Operation and maintenance which will need to be performed, but not considered routine:

- Monthly-Estimate 2 hours per month
  - Hydrant flushing
  - Flush-out flushing
  - Well Drawdown
- Quarterly-Estimate 2 hours per quarter
  - Storage tanks flushing
  - Cathodic Protection
- Annual-Estimate 8 hours per year
  - Exercise isolation valves



## **LOWER RIO GRANDE**

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### Public Water Works Authority

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- As-need or requested-Estimate 8 hours per quarter
  - Paint storage tanks Graffiti
  - Cut weeds at facility
  - Maintain facility free of debris
  - Installation and testing of back preventers for commercial meter site if not so equipped
  - Media change-out and waste disposal

Any and other operation and maintenance services will only be performed if needed in emergency situations (line breaks, etc.), if requested by Alto De Las Flores MDWCA or if requested or needed by NMED to maintain compliance with state and federal drinking water regulations.

**INTERAGENCY AGREEMENT FOR OPERATION AND MAINTENANCE  
OF WATER SYSTEM FOR THE**

**Alto De Las Flores  
Mutual Domestic Water Consumers Association**

**BY**

**Lower Rio Grande Public Water Works Authority**

This Interagency Agreement, hereinafter refer to as Agreement, made and entered into this **1st** day of **April, 2025**, by and between the Board of Directors of the **Alto De Las Flores Mutual Domestic Water Consumers Association**, hereinafter designated as the **Owner**, and **Lower Rio Grande Public Water Works Authority**, hereinafter designated as the **Certified Operator**, pursuant to a Motion duly passed by the Board of Directors of the Lower Rio Grande Public Water Works Authority.

Whereas, the Owner and Certified Operator have this date mutually agreed that the Certified Operator shall provide management and waterworks operation and maintenance services for the Owners water system, and the Owner agrees to pay for the services performed under the terms and conditions established by this agreement.

NOW THEREFORE, in consideration of the agreement contained herein, the parties hereby covenant, agree and contract as follows:

1. The Owner shall provide the following to the Certified Operator:
  - a. The Owner shall pay \$1,800.00 per month for all routine operation and maintenance services outlined in 4.a.i. through 4.a.xii. and 4.b.vi.
  - b. The Owner shall pay \$75.00 per hour for all required and/or requested operation and maintenance services outlined in 4.b.i. through 4.b.vi., if said activities do not require equipment such as a backhoe or trencher. When equipment is necessary, including emergency responses which require equipment, the cost per hour for services to be paid by Owner shall be \$125.00. Rental expense if equipment is rented.
  - c. The Owner shall bear full responsibility for the costs associated with materials, supplies and permits for all aspects of the operation and maintenance, including the need for special equipment such as boring machines.
  - d. The Owner shall remit payment in full within thirty (30) days of receipt of a monthly billing statement from Certified Operator. Any amounts billed and disputed by Owner shall be identified by Owner at the time of payment and said funds shall be placed in escrow by Certified Operator, at Owner's expense,

pending resolution of the billing dispute.

- e. The Owner shall advise the Certified Operator of all Federal financial assistance it receives and any impact that funding has on the performance of Certified Operator.
  - f. The Owner shall add Certified Operator as an additional insured on their liability insurance policy. A copy of said policy, confirming the addition of Certified Operator as an insured shall be provided to Certified Operator semi-annually during the life of this contract and shall be in an amount not less than \$1,000,000.00.
  - g. The Owner shall indemnify and hold harmless the Certified Operator from any and all legal matters, including personal injury and property damage claims, which arise out of the operation and maintenance of the water system
- 2. The Certified Operator will not be held responsible nor assume any of the present or past liabilities and/or debts of the Alto De Las Flores Mutual Domestic Water Consumers Association.
  - 3. The Certified Operator shall provide transportation necessary to perform the services required of it for section 4.a.i. through 4.b.vi.
  - 4. The Certified Operator shall provide the following services which will be billed to and paid by Owner at the rates set forth in paragraph 1.a. above:
    - a. Provide the following to the Owner:
      - i. Daily inspection of facilities;
      - ii. Use of On-call and Back-up staff and phone number;
      - iii. Maintain daily log sheets;
      - iv. Collect and submit monthly microbiological samples to lab;
      - v. Analyze and record daily chemical handling, dosage, recordkeeping and residuals;
      - vi. Operation of Treatment Facilities;
      - vii. Prepare annual Consumer Confidence Reports;
      - viii. Prepare and submit chlorine residuals report to NMED;

- ix. Prepare and submit chlorine residuals report to NMED as part of compliance with Chlorine Byproducts Rule of EPA if such rule is ever implemented;
  - x. Line Location and marking in compliance with New Mexico Excavation Law.
  - xi. Read meters on or about the 25<sup>th</sup> of each month, but no later than the 30<sup>th</sup> of the month;
  - xii. Association Management to maintain compliance with State and Federal drinking water regulations along with all other applicable state and federal statutes and regulations including attendance of board meeting.
- b. The following additional services will be billed to and paid by Owner at the rates set forth in paragraph 1.b. above:
- i. Monthly hydrant flushing, flush-out flushing, and Well Drawdown;
  - ii. Quarterly storage tank flushing and Cathodic Protection;
  - iii. Annual exercise of isolation valves;
  - iv. As needed or requested, paint storage tanks impacted by graffiti, cut weeds at facilities, maintain facility free of debris, install and test back flow preventers for commercial meter sites;
  - v. Operation and maintenance arising in an emergency situation will be performed only upon the request of Owner, or at the request of NMED to maintain compliance with State and Federal drinking water regulations;
  - vi. Compliance with New Mexico Excavation Law including underground facility location and marking as requested by other utility companies or for work to be completed by Certified Operator. Owner shall provide a system map to Certified Operator.
- c. Comply with all requirements of any Federal financial assistance obtained by Owner, as if it were the recipient of the assistance.
- d. Ensure that the water system is operated in a manner that meets all Federal, State and local government requirements, including securing and maintaining required licenses, certifications, and accreditation for the staff fulfilling the

responsibilities of this contract as may be necessary to operate, maintain and manage the system. The system shall be operated in compliance with the requirements of the New Mexico Environment Department, the Safe Drinking Water Act, and all other relevant local, state and Federal requirements.

- e. At the Owners request the Certified Operator shall remove and install meters due to new service connections; meters identified as inoperative and/or inaccurate; and illegal and/or unauthorized service including delinquency.
  - f. The Certified Operator shall conduct required standard testing, monitoring, and reporting of water quality as necessary and required by the New Mexico Environment Department. Water test kits and testing equipment shall be supplied by the Owner if available. If outside services are required for non-recurring and one time analysis of water, the Owner will be billed for those operating expenses.
  - g. The Certified Operator will perform preventive maintenance procedures and services for all wells, pumps, tanks, chemical feeders, and other equipment and infrastructure of Owner.
  - h. The Certified Operator shall acquire and maintain any and all license and/or certification requirements as required by the New Mexico Environment Department or relevant funding entities and shall provide the Owner with proof of such license and/or certification.
  - i. The Certified Operator shall attend such regular board meeting or other special meetings as requested by the Owner.
  - j. Meters shall be removed, replaced or re-installed at Owner's request within seven business days of receipt of such request in writing.
  - k. New meter shall be installed at Owner's request within 30 business days of receipt of such request in writing to include requirement of the New Mexico One-Call.
5. The costs associated with extra labor or services and equipment needed by the Certified Operator to make emergency repairs deemed necessary to properly and adequately maintain the Owner's water system in a state of good repair, including repairs to water lines, wells, equipment, appurtenances and also including installing new customer service taps will be the responsibility of the Owner.
6. This Agreement is subject to approval of the servicing USDA/RD office.
7. The terms of this Agreement shall be for a (4) year period. Either party may



terminate this Agreement, with or without cause, by providing at least sixty days advanced written notice prior to termination date. In the event of termination, the Certified Operator shall be paid for services completed.

8. Both parties acknowledge that Certified Operator is protected from liability associated with the operation and maintenance of water systems within the State of New Mexico and confirm that this contract is not intended to waive the protections against liability provided by the laws of the State of New Mexico.
9. All correspondence or notices required under this Agreement shall be sent to:  
  
Lower Rio Grande Public Water Works Authority  
325 Holguin Road  
Vado, NM 88072  
  
and  
  
Alto De Las Flores  
PO Box 16216  
Las Cruces, NM 88004
10. This Agreement shall not be amended except by written instrument executed by the parties.
11. Should either party have to enforce this Agreement in a court of law, the costs and fees of the prevailing party shall be paid in full by the other party.

This agreement made and entered into by and between the Board of Directors of the **Alto De Las Flores Mutual Domestic Water Consumers Association and the Lower Rio Grande Public Water Works Authority.**

Alto de Las Flores MDWCA  
Signed By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lower Rio Grande PWWA  
Signed By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

March 18, 2025

Karen Nichols, Project Manager  
Lower Rio Grande Public Water Works Authority  
325 Holguin Road Box C  
Vado, NM 88072

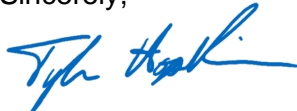
RE: Engineering Services Proposal – Mesquite Lift Stations Rehabilitation

Dear Ms. Nichols:

Bohannon Huston, Inc., (BHI) is pleased to provide the attached proposal for design phase services for the rehabilitation of ten (10) lift stations located in Mesquite, NM

If acceptable, please return this approved and 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,



Tyler Hopkins, PE  
Vice President

Enclosures

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

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

THIS Agreement, made this 19th day of March 2025 (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 December 31, 2025.

The OWNER intends to construct a Project consisting of engineering design services for the rehabilitation of ten (10) sewer lift stations located in Mesquite, New Mexico.

Basic services will include field investigation, engineering design, right-of-way coordination, and claim of exemption services..

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 B - ENGINEERING SERVICES

- Engineer Services During the Planning Phase
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## 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 19th day of March, 2025  
Contract Time shall be 288 calendar days from Authorization to proceed date. This phase expires on December 31, 2025.

- 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: \_\_\_\_\_  
OWNER  
Type Name Esperanza Holquin  
Title Board Chair

By:  \_\_\_\_\_ Date: 3/19/2025  
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 19<sup>th</sup> day of March, 2025 (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 19<sup>th</sup> day of March, 2025 (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:

This Scope of Services for the Lower Rio Grande PWWA is for work associated with the Mesquite Lift Stations Rehabilitation project. This Scope of Services defines the work, deliverables, and related fees for each project work task. Tasks of the individual phases are described in detail below.

Throughout this document the terminology “OWNER” refers to the Lower Rio Grande PWWA and “ENGINEER” refers to BHI.

### A. PROJECT SCOPE DESCRIPTION

There are ten (10) duplex wastewater lift stations within Mesquite, NM, that require rehabilitation for continued operations. The lift stations were constructed in 2011 and the original pumps have exceeded their 10-year typical lifespan and require replacement. Other components such as piping and controls also show signs of degradation and require replacement. The lift station improvements include materials, equipment, and controls modifications.

The project’s engineering services are broken down into specific work tasks identified below in the work task outline:

#### DESIGN SERVICES:

Task 1 – Project Management and Coordination

Task 2 – On-Site Data Verification

Task 3 – Preliminary Design (60%)

Task 4 – Final Design

Task 5 – Right-of-way Acquisition and Coordination

### B. DESIGN SERVICES

Task 1: Project Management and Coordination

Objective: Provide effective communications, coordination, meetings and project management for the Project from initial planning through the final design period.

Approach: ENGINEER will conduct an initial Project Kick-off Meeting with the OWNER and other stakeholders to obtain 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 construct the proposed lift station upgrades and improvements. 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 with funding agencies to keep the OWNER and agencies informed of the Project's progress and obtain additional input from the OWNER. The ENGINEER may provide a monthly progress report, if requested, to be 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 OWNER scheduled Board of County Commission meetings on an as requested basis to update OWNER or staff members on the current status of specific project activities and get input needed to maintain the project schedule. The ENGINEER will coordinate and develop Pre-Contract and PS & E meetings with LRGPPWA staff and other agencies as required.

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 with OWNER staff, ENGINEER's project team, and other stakeholders that may be identified by the OWNER.
2. Project Progress meetings shall be held 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: Field Data Collection

Objective: ENGINEER will gather on site as-built field data from each lift station facility selected for rehabilitation. This will include site mapping of above ground features such as fences, valves, wet wells and valve boxes, electrical panel and controls location and all associated appurtenances. The length and diameter of all existing pipe inside the wet well to be verified, as well as guiderails, supports, hatch & lid condition, check valves, electrical conduits and pump conditions. Davit cranes, if in use, will be noted and any

odor control equipment will also be included. The pump size and configuration will be noted and proper operation and function tested.

Approach: ENGINEER will visit 10 existing lift station sites to visually inspect and photo document the condition of the equipment and lift station coatings. Size, type and location of all equipment will be measured and indicated on an on-site dimensioned map. Data collected in the field will be used to incorporate the work needed for the construction plan set design.

Assumptions:

1. No topographic survey is required for this project, only as-built field dimensions verified. All work is to be performed on existing LRGPWWA property unless the conditions of Assumption 3 are met.

Deliverables:

1. All data obtained will be incorporated into construction documents.

Task 3: Preliminary Design (60%)

Objective: Prepare contract documents (60% complete) for the 10 selected lift stations rehabilitation including interior pipe and valve replacement, fittings, supports and guiderails, floats, and interior coating replacement. (See Exhibit A for existing system and lift station locations). Contract documents will include front end, technical specifications and construction drawings. The drawings will include the plan and profile of the existing lift station wet well, valve vault and associated equipment. Drawings will be presented in plan and profile (or section) format (approximately 1/2" = 1 Horizontal scale) on 24"x 36" sheets, with sufficient information to construct and repair/replace the proposed lift station equipment with typical cross sections and details for complete lift station improvements. Preliminary cost estimates will be included for the complete project. Preliminary documents will be submitted for review and comments to LRGPWWA and other funding agencies as part of basic services.

Approach: Provide a construction plan set and technical specifications with sufficient detail to solicit competitive bids and construction and repair of multiple sanitary sewer lift station facilities for the Mesquite Lift Stations Rehabilitation Project. The construction drawings will include all 10 designated lift stations for repair with the most critical as the base bid and the high and low priority lift stations as bid alternates. The drawings associated with the Critical Priority will be a stand alone bid package as needed.

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

1. Provide plans and profiles of the proposed lift station improvements.
2. Coordinate with Owner's operations staff to verify existing conditions and other field considerations for the collection system.
3. Prepare a complete and functional by-pass pumping plan for each lift station to be serviced. This will include manhole plugging points, pumping locations, contractor



staging areas, traffic control plan for each site and a cost estimate for the pumping and hauling operations and disposal.

4. Prepare general, civil, utility, and electrical drawings to show general site layout, known existing underground utilities, pipeline network, connections to the existing lift station, and equipment process and controls modifications.

5. Prepare technical specifications for all work elements using Construction Specifications Institute (CSI) divisions 1 through 48.

6. Prepare an opinion of probable construction costs for the proposed lift station improvements project.

#### Assumptions:

1. The Project will be funded by state and LRGPWWA local funds. 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, if applicable, will be paid by the OWNER as reimbursable expenses.

2. The Project schedule includes review time for OWNER, and other reviewing parties including attorneys, Doña Ana County Engineering Department permit agents, NMDOT as necessary if project extends into NMDOT ROW, and other advisors or consultants as OWNER deems appropriate. Any delay in those reviews could result in a change to the Project schedule.

3. 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.

4. The OWNER will advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, independent Quality Control review, cost estimating, project peer review, value engineering, and constructability review.

#### Deliverables:

1. Two (2) paper copies of 60% review contract documents including 11"x17" construction drawings, and cost estimate for each bid package.

2. Digital media delivery of Adobe PDF project drawing files, contract documents, and technical specifications.

#### Task 4: Final Design

Objective: ENGINEER will prepare 95% draft and final (100%) certified project construction drawings and contract documents for bid advertisement upon approval from OWNER and funding agency, including engineer's opinion of probable construction cost

estimates and limits of construction that reflect funding budgets. Complete final Plans and Specifications for bidding and contract letting.

Approach: 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 for 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 and documents suitable for obtaining bids from licensed contractors within a public bidding process.

A final opinion of construction cost will be provided for final 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 basis for design is the recommended Project as identified in the project description above.
2. 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. One (1) paper copy of 95% review contract documents including 24"x36" construction drawings, technical specifications, and cost estimate for each bid package.
2. One (1) paper copy of full-size final stamped contract documents, technical specifications, drawings, and cost estimate.
3. One (1) flash drive with ACAD, Word and Adobe PDF of project files suitable for reproduction or website incorporation for document distribution.

Task 5: Right-of-Way Acquisition and Coordination

Objective: ENGINEER will prepare public Right-of-Way applications to acquire permits and coordinate and prepare documents for land transfer.

Approach: The following tasks will be completed:

1. Complete two (2) permit applications with appropriate final design plan attachments for NMDOT Highway 478 and Highway 228 right-of-way.
2. Complete two (2) permit applications with appropriate final design plan attachments for DAC rights-of-way.
3. Engineer will contact and coordinate with property owner adjacent to Lift Station #1 for land purchase to expand Lift Station 1 site.

Assumptions:

1. ENGINEER will forward all permit application fees and land appraisal fees, if applicable, to OWNER for payment processing directly.

Deliverables:

1. NMDOT permits
2. DAC permits

Task 6: Claim of Exemption Services

Objective: Provide necessary services to coordinate, compile, and execute a claim of exemption application to expand the existing Well 5 site.

Approach: A title search & report will be ordered from a local title company for both affected tracts: These reports are to be used to disclose the existence of any easements or other encumbrances of record upon the affected properties.

A survey crew will visit the site to search for and tie boundary monuments at record corner locations, and tie lines of occupation (fences/walls) along the property lines. The surveyor of responsible charge will review the collected boundary evidence to determine the location of the existing boundary lines.

Once the boundary location has been determined, a Civil 3D file showing the location of the boundary lines will be shared with the client and/or the design team, who will use this file to determine the location of the new boundary lines. Once the surveyor has been provided with a Civil 3D file showing the proposed new boundary lines, the survey crew will return to the site to set boundary monuments at the new boundary corner locations.

Assumptions:

1. It is assumed that the owner of the tract to be subdivided will qualify for a for an exemption from the requirements of the New Mexico Subdivision Act and the Dona Ana County Unified Development Code Ordinance No. 287-2016.
2. Reimbursable expenses such as mileage, per diem, survey equipment charges and printing will be invoiced at cost or are included in the lump sum fee listed above.

Deliverables:

1. A stamped/signed "exemption plat" showing the new boundary lines of two affected tracts, along with stamped/signed legal descriptions of the two affected tracts will be prepared by the surveyor of responsible charge. These documents are to be used as attachments to the Claim of Exemption application filed by the owner (or representative).

- B. Cost Proposal – Include hourly breakdown for each task  
Compensation for services of ENGINEER (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

| Task   | Description                               | Type     | Fee Amount       |
|--|---|----------|------------------|
| 1  | Project Communication and Management      | Lump Sum | \$6,300          |
| 2  | Field Data Collection                     | Lump Sum | \$24,000         |
| 3  | Preliminary Design (60%)                  | Lump Sum | \$129,750        |
| 4  | Final Design                              | Lump Sum | \$85,650         |
| 5  | Right-of-way Acquisition and Coordination | Lump Sum | \$12,500         |
| 6  | Claim of Exemption Services               | Lump Sum | \$11,200         |
| <u>TOTAL PROJECT FEE (Exclusive of NMGR)</u> |   |          | <u>\$269,400</u> |

- C. Reimbursable Expense Schedule  
0

- D. Contract Time shall be 288 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by December 31, 2025 (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 \$\_\_\_\_, 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: \_\_\_\_\_  
OWNER  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_

By:  \_\_\_\_\_ Date: 3/19/2025  
ENGINEER  
Type Name Matthew R. Thompson, PE  
Title Senior Vice President  
Address 425 S. Telshor Blvd.  
Las Cruces, NM  
88011

REVIEWED AND APPROVED: FUNDING AGENCY

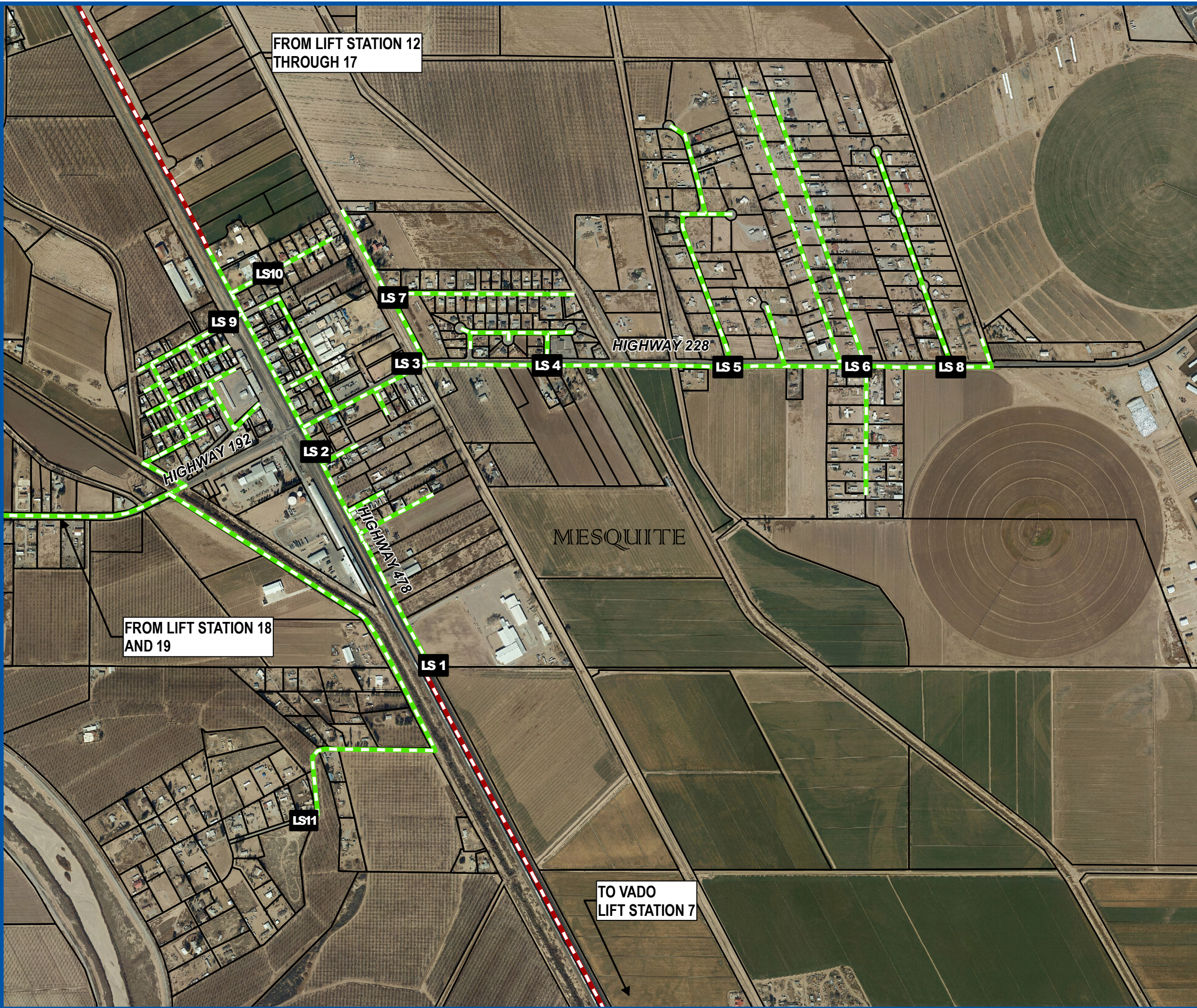
AGENCY NAME: \_\_\_\_\_

By \_\_\_\_\_



Type Name \_\_\_\_\_

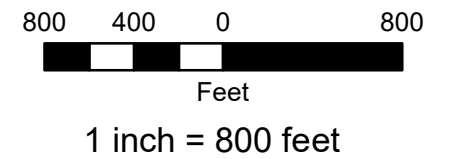
Date \_\_\_\_\_

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### Legend

-  Sewer Forcemain
-  Gravity Line
- LS 1** Mesquite Lift Station #1
- LS 2** Mesquite Lift Station #2
- LS 3** Mesquite Lift Station #3
- LS 4** Mesquite Lift Station #4
- LS 5** Mesquite Lift Station #5
- LS 6** Mesquite Lift Station #6
- LS 7** Mesquite Lift Station #7
- LS 8** Mesquite Lift Station #8
- LS 9** Mesquite Lift Station #9
- LS 10** Mesquite Lift Station #10
- LS 11** Mesquite Lift Station #11



**Bohannon**  **Huston**  
 www.bhinc.com 800.877.5332

### Exhibit A System Overview

Mesquite Lift Stations Evaluation  
 Lower Rio Grande Public Water Works Authority  
 Dona Ana County, NM



**LOWER RIO GRANDE**  
**Public Water Works Authority**

325 Holguin Road

Vado, New Mexico 88072

(575) 233-5742

<http://LRGauthority.org>

**RESOLUTION NUMBER FY2025-14**  
**ADOPTING REVISED VOTING DISTRICT BOUNDARIES**

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

**WHEREAS**, the Lower Rio Grande Public Water Works Authority Board is governed by a Board of Directors elected by district and empowered to provide for redistricting in its Governance Document under NMSA 1978 73-26-1 §L, and,

**WHEREAS**, Section 2.11 of Lower Rio Grande Public Water Works Authority Governance Document establish that *redistricting shall be conducted in accordance with the Local Election Act in such manner that all districts shall have equal member representation. A redistricting process shall be initiated as required under the Local Elections Act set forth in NMSA 1978, §§ 1-22-1 et seq. (2018) or when a change in the number of voting members within any of the existing districts due to natural growth or the addition of new members due to a merger, results in unequal representation between any of the districts by more than 20%*, and,

**WHEREAS**, conditions have arisen that necessitate the adjustment of voting district boundaries,

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY** that it adopts the voting district boundaries mapped and listed in the attached “LRGPWWA Resolution FY2025-14 Exhibit A”

**PASSED, APPROVED, AND ADOPTED** this 19th day of March, 2025 on a vote of \_\_\_\_ in favor, \_\_\_\_ opposed and \_\_\_\_ absent.

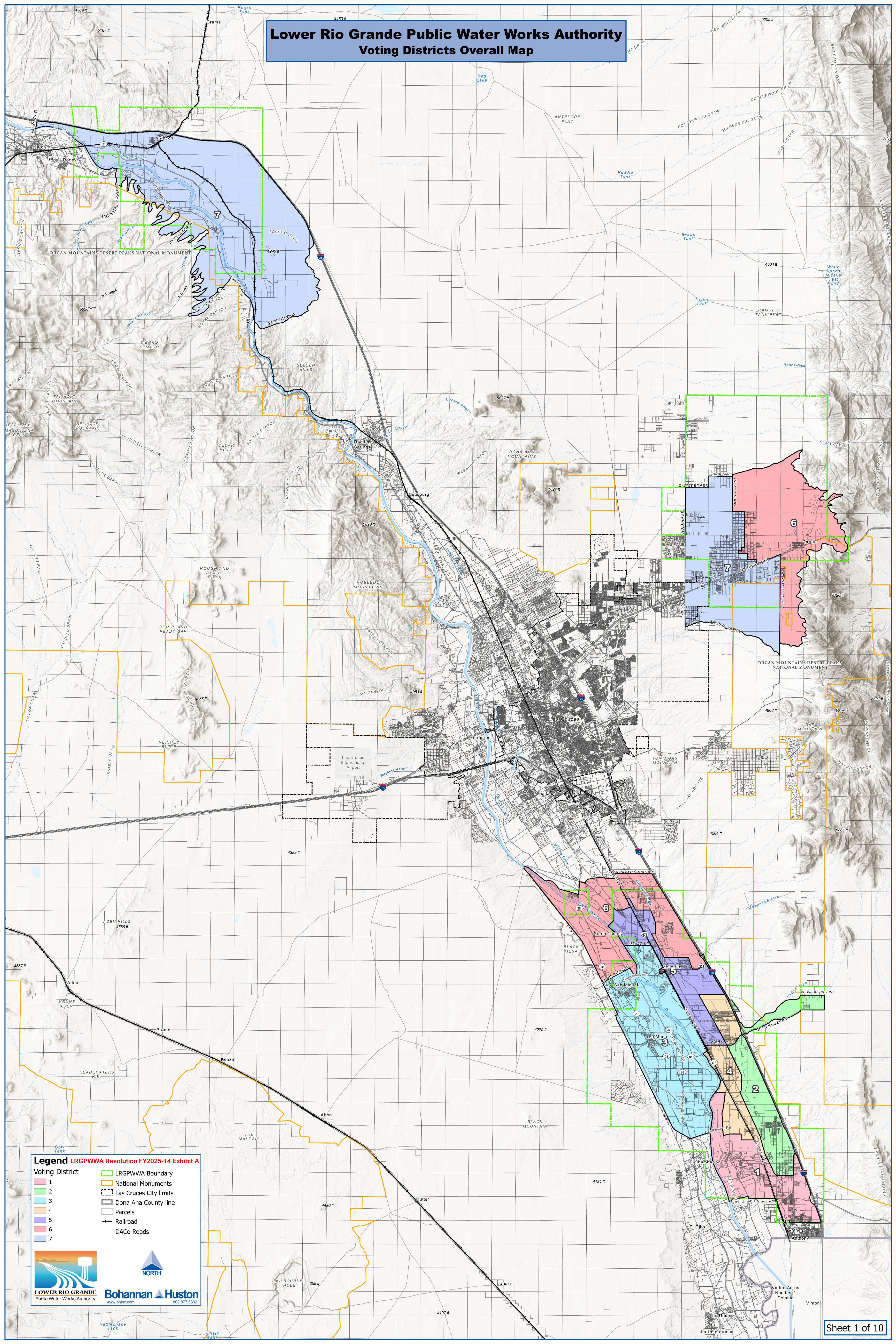
**SEAL:**

\_\_\_\_\_  
Esperanza Holguin, Board Chair

**ATTEST:**

\_\_\_\_\_  
Glory Juarez, Secretary

# Lower Rio Grande Public Water Works Authority Voting Districts Overall Map



- Legend LRGPWVA Resolution FY2025-14 Exhibit A**
- 1
  - 2
  - 3
  - 4
  - 5
  - 6
  - 7
- LRGPWVA Boundary
  - National Monuments
  - Las Cruces City limits
  - Dona Ana County line
  - Parcels
  - Railroad
  - DACo Roads

**Bohannon & Huston**  
Public Water Works Authority  
www.bhinc.com 800.877.5332



# LRGPWWA VOTING DISTRICTS

June 2024



**LOWER RIO GRANDE**  

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**Public Water Works Authority**

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**LRGPWWA Resolution FY2025-14 Exhibit A**

LRGPWWA VOTING DISTRICTS 2024 UPDATE

All Districts within 5%

| District      | Number of voters |
|---------------|------------------|
| 1             | 1097             |
| 2             | 1152             |
| 3             | 1108             |
| 4             | 1095             |
| 5             | 1097             |
| 6             | 1105             |
| 7             | <u>1106</u>      |
| Total voters: | 7760             |

## LRGPWWA Resolution FY2025-14 Exhibit A

### LRGPWWA VOTING DISTRICT 1 BOUNDARY – South Valley

#### North Boundary-

- ▲ Three Saints Main Canal WW 19
- ▲ Three Saints Main Canal
- ▲ Kilgore Lateral
- ▲ Las Palmeras Rd.
- ▲ Anthony Lateral
- ▲ E. Joy Dr
- ▲ Anthony Dr

#### South Boundary-

- ▲ W. O'Hara Rd
- ▲ Hwy 478
- ▲ Anthony Lateral
- ▲ Crosset Ln
- ▲ Acosta Rd

#### West Boundary-

- ▲ Rio Grande

#### East Boundary-

- ▲ Stern Dr

LRGPWWA VOTING DISTRICT 2 BOUNDARY – South Valley

North Boundary-

- ▲ Vado Dr
- ▲ Stern Dr
- ▲ County Rd B-059
- ▲ Las Alturas Dr
- ▲ Fenceline
- ▲ Dirt Utility Rd
- ▲ Las Alturas Dr
- ▲ Vado Arroyo
- ▲ Vista Del Rey Rd

South Boundary-

- ▲ E. Joy Dr

West Boundary- (North to South)

- ▲ Mesquite Drain
- ▲ Anthony Lateral

East Boundary- (South to North)

- ▲ Anthony Dr
- ▲ Stern Dr
- ▲ County Rd B19/ High Valley Rd
- ▲ Dirt Utility Rd

## LRGPWWA Resolution FY2025-14 Exhibit A

### LRGPWWA VOTING DISTRICT 3 BOUNDARY – South Valley

#### North Boundary-

- ▲ Avenida De Panteon
- ▲ HWY 192
- ▲ Rio Grande
- ▲ Sayles Rd

#### South Boundary-

- ▲ W. Berino Rd

#### West Boundary- (North to South)

- ▲ County Rd B-10
- ▲ Wallace Intercepting Drain
- ▲ West Drain
- ▲ W. Afton Rd
- ▲ Westside Main Canal

#### East Boundary- (South to North)

- ▲ Rio Grande
- ▲ HWY 189
- ▲ HWY 478
- ▲ HWY 192
- ▲ Del Rio Drain
- ▲ Santo Tomas St
- ▲ HWY 478

## LRGPWWA Resolution FY2025-14 Exhibit A

### LRGPWWA VOTING DISTRICT 4 BOUNDARY – South Valley

#### North Boundary-

- ▲ Vado Dr
- ▲ Mesquite Drain
- ▲ Farmland Rd

#### South Boundary-

- ▲ Las Palmeras Rd

#### West Boundary- (North to South)

- ▲ HWY 478
- ▲ HWY 189
- ▲ Rio Grande
- ▲ Three Saints Main Canal WW 19
- ▲ Three Saints Main Canal
- ▲ Kilgore Lateral
- ▲ HWY 478

#### East Boundary- (South to North)

- ▲ Anthony Lateral
- ▲ Mesquite Drain
- ▲ Vado Dr
- ▲ Stern Dr

## LRGPWWA Resolution FY2025-14 Exhibit A

### LRGPWWA VOTING DISTRICT 5 BOUNDARY – South Valley

#### North Boundary-

- ▲ Eastside Main Canal WW15
- ▲ Snow Rd
- ▲ Onnies Acres Rd
- ▲ S. Main St
- ▲ Calle Picasso
- ▲ Las Cruces Lateral
- ▲ Harper Rd

#### South Boundary-

- ▲ Vado Dr

#### West Boundary- (North to South)

- ▲ Rio Grande
- ▲ Sayles Rd
- ▲ HWY 478
- ▲ Santo Tomas St
- ▲ Del Rio Drain
- ▲ HWY 192
- ▲ HWY 478

#### East Boundary- (South to North)

- ▲ Mesquite Drain
- ▲ Farmland Rd
- ▲ Stern Dr
- ▲ HWY 228
- ▲ Three Sons Rd
- ▲ Kirkpatrick Ave
- ▲ Eastside Canal Rd
- ▲ Missionary Ridge Rd
- ▲ Mesquite Drain

LRGPWWA VOTING DISTRICT 6 BOUNDARY – South Valley

North Boundary-

- ▲ Mesilla Dam Bridge
- ▲ Del Rio Lateral
- ▲ HWY 28
- ▲ Snow Rd
- ▲ Salopek Rd
- ▲ HWY 478
- ▲ Ft. Fillmore Rd

South Boundary-

- ▲ Avenida De Panteon
- ▲ HWY 192
- ▲ Rio Grande
- ▲ Eastside Main Canal WW15
- ▲ Snow Rd
- ▲ Onnies Acres Rd
- ▲ S. Main St
- ▲ Calle Picasso
- ▲ Las Cruces Lateral
- ▲ Harper Rd
- ▲ Mesquite Drain
- ▲ Missionary Ridge Rd
- ▲ Eastside Canal Rd
- ▲ Kirkpatrick Ave
- ▲ Three Sons Rd
- ▲ HWY 228

West Boundary- (North to South)

- ▲ County Rd B-10

East Boundary- (South to North)

- ▲ Stern Dr



LRGPWWA VOTING DISTRICT 6 BOUNDARY – East Mesa

North Boundary-

- ▲ Arroyo

South Boundary-

- ▲ Baylor Canyon Trail

West Boundary- (North to South)

- ▲ Moongate Dr
- ▲ Dragonfly Ave
- ▲ MacArthur Rd
- ▲ Luna Vista Rd
- ▲ Gopher Rd
- ▲ Schaffner Rd
- ▲ Fox Rd
- ▲ Corona Rd
- ▲ Hawk Rd
- ▲ Arroyo Rd
- ▲ Brahman Rd
- ▲ HWY 70
- ▲ N. Baylor Canyon Rd

East Boundary- (South to North)

- ▲ Escarpment

LRGPWWA VOTING DISTRICT 7 BOUNDARY – East Mesa

North Boundary-

- ▲ Rabbit Run Rd
- ▲ County Rd D-068

South Boundary-

- ▲ Alameda Arroyo

West Boundary- (North to South)

- ▲ Holman Rd
- ▲ Dunn Dr

East Boundary- (South to North)

- ▲ N. Baylor Canyon Rd
- ▲ HWY 70
- ▲ Brahman Rd
- ▲ Arroyo Rd
- ▲ Hawk Rd
- ▲ Corona Rd
- ▲ Fox Rd
- ▲ Schaffner Rd
- ▲ Gopher Rd
- ▲ Luna Vista Rd
- ▲ MacArthur Rd
- ▲ Dragonfly Ave
- ▲ Moongate Rd

## LRGPWWA VOTING DISTRICT BOUNDARY 7- RINCON AREA

### North Boundary-

- ▲ Interstate 25 South bound

### South Boundary-

- ▲ Tonuco Mountain Escarpment
- ▲ Lytten Canyon

### West Boundary- (from South to North)

- ▲ Rio Grande
- ▲ HWY 185
- ▲ Rock Canyon
- ▲ Escarpment
- ▲ CR E-006
- ▲ Escarpment
- ▲ Angostura Arroyo
- ▲ Angostura Lateral
- ▲ Rio Grande
- ▲ N. Franklin Street

### East Boundary-

- ▲ Interstate 25 South bound