

NEW MEXICO INTERSTATE STREAM COMMISSION

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BATAAN MEMORIAL BUILDING
ROOM 101
P.O. BOX 25102
SANTA FE, NEW MEXICO 87504-5102
(505) 827-6160
FAX: (505) 827-6188

March 19, 2026

Christine Martinez
Acequia de Santa Cruz
P.O. Box 823
Santa Fe, NM 87504

SUBJECT: Acequia and Community Ditch Infrastructure Fund (ACDIF) Grant Agreement

Dear Ms. Martinez:

Attached is the fully executed Acequia and Community Ditch Infrastructure Fund (ACDIF) Grant Agreement between the Acequia de Santa Cruz in Rio Arriba County and Santa Fe County and the New Mexico Interstate Stream Commission (NMISC) for engineering services funding for your Acequia.

The Acequia Commissioners have signed the agreement. It is approved as to form by Mr. Taylor J. Chavez, NMISC Staff Attorney; by Mr. Jeff Primm, NMISC Program Support Division; and Ms. Hannah Riseley-White, NMISC Director.

Upon receipt of the enclosed agreement you may proceed with project improvements to the Acequia as outlined in the agreement and must be completed by June 30, 2026. If you have any questions please feel free to contact me at (505) 660-5446 or Jonathan.Martinez@ose.nm.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jonathan Martinez".

Jonathan Martinez
NMISC Acequia Bureau Chief

Encl

**STATE OF NEW MEXICO
INTERSTATE STREAM COMMISSION
ACEQUIA AND COMMUNITY DITCH INFRASTRUCTURE PROGRAM
GRANT AGREEMENT**

THIS AGREEMENT is made and entered into as of this 17th day of March, 2026, by and between the New Mexico Interstate Stream Commission, P.O. Box 25102, Santa Fe, New Mexico, 87501-5102, hereinafter called the “NMISC,” and the Acequia de Santa Cruz, located in Rio Arriba County and Santa Fe County and hereinafter called the “Grantee” (collectively, “the Parties”). The Effective Date of this Agreement is the date of last signature by both the NMISC and the Grantee.

RECITALS

WHEREAS, under NMSA § 72-14-3 (1978), the NMISC is authorized to investigate water supply, to develop, to conserve, to protect and to do any and all things necessary to protect, conserve and develop the water and stream systems of this state; and

WHEREAS, in the Laws of 2019, Chapter 169, and Laws of 2023, Chapter 38, the Legislature created the Acequia and Community Ditch Infrastructure Fund (ACDIF or Fund), included a recurring revenue source for the Fund, and tasked the NMISC with administering the Fund, developing guidelines, and providing funding for the planning, engineering design, or construction of irrigation works of acequias or community ditches, including dams, reservoirs, diversions, ditches, flumes, or other appurtenances, for the purposes of restoration, repair, disaster response recovery and hazard mitigation, improvement of irrigation efficiency, or protection from floods and match or meet cost share requirements of other state and federal funding programs;

WHEREAS, the NMISC adopted guidelines for administration of the Fund on May 26, 2021 and revised on July 20, 2023, which included engineering services supported by the Fund; and

WHEREAS, in the Laws of 2025, Chapter 159, Section 32, Paragraph 41, the Legislature made an appropriation to the NMISC, to plan, design, construct, repair, equip and make improvements to acequias and community ditches statewide, funds from which the NMISC at its discretion may make available to the Grantee pursuant to this Agreement; and

WHEREAS, in the Laws of 2024, Chapter 66, Section 27, Paragraph 29, the Legislature made an appropriation to the NMISC, to plan, design, construct, repair and make improvements to acequias and community ditches statewide, funds from which the NMISC at its discretion may make available to the Grantee pursuant to this Agreement; and

WHEREAS, in the Laws of 2022, Chapter 54, Section 10, Paragraph 30, the Legislature made an appropriation to the NMISC, to plan, engineer, design, construct or repair acequias

or community ditches, for the purposes of restoration, repair, improvement of irrigation efficiency or protection from floods, including up to one hundred thousand dollars (\$100,000) for administrative expenses, and were reauthorized in the Laws of 2025, Chapter 160, Section 5, Paragraph 133 to extend the expenditure period through fiscal year 2026, funds from which the NMISC at its discretion may make available to the Grantee pursuant to this Agreement; and

WHEREAS, the NMISC is granting to the Grantee, and the Grantee is accepting, a grant of funds in accordance with the NMISC’s ACDIF Guidelines for engineering services and the terms and conditions of this Grant Agreement (“Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION AND PROJECT FUNDING

A. Project Description.

The project that is the subject of this Agreement is described as follows (“Project”):

Engineering services for a concrete lining project for the Grantee as outlined and highlighted in the engineering proposal from Steel Flat Inc., attached hereto as Exhibit 2 for a total cost of Two Thousand Six Hundred Fifty-Four Dollars and Sixty-Nine Cents (\$2,654.69). Services procured by the Grantee under this Agreement must include the following deliverables: (1) the engineering project design stamped by a New Mexico licensed Professional Engineer; (2) an engineer's estimate of the total construction cost of the Project; (3) a construction schedule; and, if required, (4) estimated costs for providing construction bidding assistance, construction oversight/inspection, and project as-builts.

B. Project Funding.

- a. State Contribution Amount. The State grant amount is **Two Thousand Six Hundred Fifty-Four Dollars and Sixty-Nine Cents (\$2,654.69)** representing the State’s maximum total cost share obligation (“Grant Amount”).

ARTICLE II. LIMITATIONS ON NMISC’s OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the NMISC has approved, and the Grantee has received, a Notice to Proceed. NMISC will provide the Notice to Proceed in the form of a letter to the Grantee following execution of this Agreement.

- a. The Grantee shall submit to the NMISC one copy of all Third Party Obligations, and amendments thereto (including terminations), as soon as possible but in no event more than twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor prior to execution by the Grantee in accordance with Article III. B. (a).
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice to Proceed that covers the expenditure, it is solely responsible for such expenditures.
- c. The NMISC may, in its absolute discretion, issue to Grantee a Notice to Proceed for the particular amount of that Third Party Contract that only obligates the NMISC to reimburse Grantee's expenditures made on or before the Reversion Date or the Early Termination date.
- d. The date the NMISC sends, by mail or email, the Notice to Proceed is the date that the NMISC's Notice to Proceed is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice to Proceed, execute the Third Party Contract, and request the Third Party begin work.

B. This Agreement and the disbursement of any and all of the Grant Amount are expressly conditioned upon the following:

- a. The Grantee's expenditures shall be made on or before the Reversion Date;
- b. The Grantee's expenditures shall be made pursuant to the Grantee's legal procurement method in accordance with, but without limitation to, the New Mexico Procurement Code, NMSA §§ 13-1-28 through 13-1-199, violation of which is a misdemeanor and may result in criminal and civil penalties, and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services or the purchase of tangible personal property for the Project, hereinafter referred to as "Third Party Obligations";
- c. The Grantee's submittal of timely Requests for Reimbursement in accordance with the procedures set forth in Article IV; and
- d. The Grantee's submittal of documentation of all Third Party Obligations, and amendments thereto (including terminations), to the NMISC.

C. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The

Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

D. Project funds shall not be used for purposes other than those specified in this Agreement.

E. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. REQUEST FOR REIMBURSEMENT PROCEDURES AND DEADLINES

A. The Grantee shall request Reimbursement by submitting a request for Reimbursement (“Request for Reimbursement”), in the form attached hereto as Exhibit 1. The Grantee shall reference the Project in all correspondence with and submissions to the NMISC concerning the Project, including, but not limited to, requests for Reimbursement and reports. Requests for Reimbursement are subject to the following procedures:

- a. Each Request for Reimbursement must contain proof of Reimbursement by the Grantee or liabilities incurred by the Grantee in the form of a certification by Grantee’s designated representative (see Article V) that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party for the implementation of the Project.
- b. In cases where the Grantee is submitting a Request for Reimbursement to the NMISC based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make Reimbursement to those contractors or vendors within fifteen (15) calendar days from the date of cashing or depositing of the State warrant.

B. Requests for Reimbursement shall be submitted by Grantee on the earlier of:

- a. Twenty (20) calendar days from the date an expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; and by
- b. July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- c. Twenty (20) calendar days from date of Early Termination.

C. The Grantee’s failure to abide by the requirements set forth in Article II, herein, will result in the denial of its Request for Reimbursement or will delay the processing of

Requests for Reimbursement. The NMISC has the right to reject a Reimbursement request for the Project unless and until it is satisfied that the expenditures in the request are for permissible purposes included in Exhibit 4 and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II and Article III. The NMISC's ability to reject any Request for Reimbursement is in addition to, and not in lieu of, any other legal or equitable remedy available to the NMISC due to Grantee's violation of this Agreement.

ARTICLE IV. PROJECT CONDITIONS, RESTRICTIONS, REPRESENTATIONS, AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- b. The Project will not benefit private entities in violation of applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- c. During the term of this Agreement, the Grantee shall not at any time convert any property acquired or developed with Project funds to uses other than those specified in Exhibit 4 without the NMISC's express, advance, written approval.

B. The Grantee hereby represents and warrants that all of the following general conditions and restrictions are applicable to the Project:

- a. The Grantee, recognized as a political subdivision of the State under NMSA (1978) Chapter 73, has the legal authority to receive and expend the Project's funds.
- b. This Agreement has been duly authorized by the Grantee, the person(s) executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- c. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- d. The Grantee has independently confirmed that the design plans and Cost Estimate, including, but not limited to, the amount and Reversion Date, is

consistent with this Agreement and with the underlying appropriation in law.

- e. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Reimbursement.
- f. The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower laws. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- g. The Grantee certifies that no funds have been paid or will be paid to spouses, children, parents, brothers and sisters of members of the governing body otherwise defined as "immediate family members" under the New Mexico Procurement Code.
- h. The Grantee certifies that no funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All sub recipients shall be required to certify accordingly.
- i. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations.
- j. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these

requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

ARTICLE V. NOTICE PROVISIONS AND GRANTEE AND NMISC DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the NMISC hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Name: Christine Martinez
 Title: Secretary
 Address: P.O. Box 823
 Santa Fe, NM 87504
 Telephone: (505) 699-9432
 Email: ca.77martinez@gmail.com

NMISC:
 Name: Jonathan Martinez
 Title: NMISC Acequia Bureau, Bureau Chief
 Address: P.O. Box 25102
 Santa Fe, NM 87504-5102
 Telephone: (505) 660-5446
 Email: Jonathan.Martinez@ose.nm.gov

The Grantee and the NMISC agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE VI. REVERSION DATE, TERM, EARLY TERMINATION

A. Upon being duly executed by both parties, this Agreement shall be effective upon the Effective Date and shall terminate on June 30, 2026 (the "Reversion Date") unless early terminated in accordance with Article VII ("Early Termination").

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination date of this Agreement. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as

of the date particular services are rendered for the Grantee. Funds are not “expended” and an “expenditure” has not occurred as of the date they are encumbered by the Grantee pursuant to a Third Party Obligation.

ARTICLE VII. EARLY TERMINATION

Either the NMISC or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the NMISC or the State of New Mexico in the event of Early Termination of this Agreement by the NMISC pursuant to Article VII.

- A. Early Termination before Reversion Date due to completion of the Project or complete expenditure of the Grant Amount or violation of this Agreement.

Early Termination includes:

- a. Termination due to completion of the Project before the Reversion Date; or
- b. Termination due to complete expenditure of the Grant Amount before the Reversion Date; or
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

- B. Early Termination Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation and, if that occurs, the NMISC shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The NMISC’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the NMISC or the State of New Mexico in the event of Early Termination of this Agreement by the NMISC pursuant to Article VII.

B.

- C. Limitation on NMISC’s obligation to make Grant disbursements to Grantee in the event of Early Termination

In the event of Early Termination of this Agreement by either party, the NMISC's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II.

ARTICLE VIII. SUSPENSION OF NEW OR CURRENT OBLIGATIONS

A. The NMISC may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- a. The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the NMISC; and
- b. The NMISC may, upon the date the Grantee receives written notice given by the NMISC, suspend issuance of any new or further Notice to Proceed under this Agreement; and
- c. The NMISC may direct the Grantee to implement a corrective action plan in accordance with Article VIII. D.

B. In the event of suspension of this Agreement, the NMISC's obligation to the Grantee is expressly conditioned upon the limitations set forth in Article II.

C. A suspension of new or current obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the NMISC informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article VII. herein. If the suspension is lifted, the NMISC will consider further requests for Notice to Proceed.

D. Corrective action plan in the event of suspension.

Pursuant to Article VIII A., if the NMISC exercises its option to suspend, the NMISC may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the suspension. Such corrective action plan must be approved by the NMISC and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article VII. A. (c). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to, Early Termination.

ARTICLE IX. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE X. REPORTS AND INSPECTIONS

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article XI. B., the NMISC may (i) request such additional information regarding the Project as it deems necessary, and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the NMISC.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting in accordance with the Design Report and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources Design Reported for the Project, the purpose for which such funds were used, and such other records as the NMISC shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration, the New Mexico State Auditor, and the NMISC upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the NMISC determines that part or all of the Grant Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the NMISC for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with

this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. LIMITATION

NMISC review of projects, plans and designs shall not be interpreted as any warranty or guarantee. Any defects in the Project’s design, plan, materials, or workmanship, and their corrections shall be the responsibility of the Grantee and its contractors and consultants. The Grantee and its contractors and consultants shall remain responsible for the completion and success of the Project.

ARTICLE XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and NMISC concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include the following clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement, and (ii) entered into after the Effective Date of this Agreement:

“This contract is funded in whole or in part by funds made available under a New Mexico Interstate Stream Commission Grant Agreement. Should the NMISC early terminate the grant agreement, the Grantee may early terminate this contract by providing contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Grantee Association’s only liability shall be to pay contractor or vendor for acceptable goods delivered and services rendered before the termination date. Contractor hereby waives any rights to assert an impairment of contract claim against the NMISC or the State of New Mexico in the event of Early Termination of this Agreement by the NMISC.”

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

ACEQUIA DE SANTA CRUZ, RIO ARRIBA COUNTY AND SANTA DE COUNTY



Signature of Official with Authority to Bind Grantee

By: Connie Montoya
(Type or Print Name)

Its: Chairman
(Type or Print Title)

1-22-26

Date



Signature of Official with Authority to Bind Grantee

By: Christina A. Martinez
(Type or Print Name)

Its: Secretary Commissioner
(Type or Print Title)

01-22-2026

Date



Signature of Official with Authority to Bind Grantee

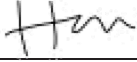
By: Jennifer Tafaya
(Type or Print Name)

Its: Treasurer
(Type or Print Title)

1/22/2026

Date

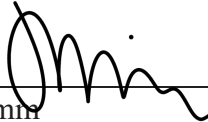
NEW MEXICO INTERSTATE STREAM COMMISSION



Hannah Riseley-White
Its: Director, Interstate Stream Commission

3-17-26


Date



Jeff Primm
Program Support

3/3/26

Date



Taylor J. Chavez
ISC Attorney for Legal Sufficiency Only

September 17, 2025

Date

EXHIBITS

1. Request for Reimbursement Form
2. Engineering Services Proposal



**STATE OF NEW MEXICO
ACEQUIA REQUEST FOR REIMBURSEMENT FORM
EXHIBIT 1**



ACEQUIA NAME: _____
 CONTACT PERSON: _____
 ADDRESS: _____

 PHONE #: _____

NM Interstate Stream Commission (NMISC)
 Attn: Acequia Program Manager
 PO Box 25102
 Santa Fe, New Mexico 87504-5102
 PH: 505.827.6160 FAX: 505.827.6188

Payment Request No.: _____

Task	Amount Requested (\$)

Total Reimbursement Requested: _____

Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual invoices; and that the grant activity is in full compliance with the grant agreement. None of the obligations for which payment is requested has formed the basis for any payment previously made.

 Acequia Commissioner

 Acequia Treasurer

 Printed Name

 Date

 Printed Name

 Date

NMISC Acequia Program Use Only:

- Process Payment As Invoiced.
- Process Payment As Noted Below:

Vendor #: _____
 Purchase Order #: _____

Notes: _____

I certify that the NMISC financial and vendor file information agree with the above submitted information.

 Project Manager

 Date

EXHIBIT 2

ATTACHMENT A

STEEL FLAT INC.

Brian Schwebke, P.E.

ENGINEERING SERVICES PROPOSAL

PO BOX 172
SANDIA PARK NM, 87047
575-268-1853
b.schwebke1@gmail.com

PROPOSAL #1
DATE 3/23/2025

TO
Santa Cruz Ditch

Proposal amount valid for 6 months from date above.

Description	Amount
• Design Package (Including all surveys for design)	\$2,500.00
• NM GRT 6.1875%	\$154.69
Design Services Subtotal	\$2,654.69
• Construction Services	\$2,500.00
• NM GRT 6.1875%	\$154.69
Construction Services Subtotal	\$2,654.69
Total	\$5,309.38

ENGINEERING SERVICES PROPOSAL

This proposal is submitted by Brian Schwebke, P.E., Steel Flat Inc., hereinafter referred to as “Engineer” to Santa Cruz Ditch, for furnishing engineering services as detailed in the project overview and scope of services of this document.

PROJECT OVERVIEW

The services will be for the design of the following components located at the Santa Cruz Ditch near Santa Cruz, NM:

- Design replacement of damaged concrete lined ditch sections, with typical design and clearing and grubbing including the removal of large trees as deemed necessary for construction.
 - Estimated rough project cost associated with this work is approximately \$60,000. Final Project engineer’s cost estimate to be established upon completion of design.

I. SCOPE OF SERVICES

In Connection with the above, Engineer will perform the following services:

A. Topographic and Design Surveys

- a. Engineer will obtain the topographic and design surveys necessary for the preparation of plans for the proposed improvements. Such surveys will be used only for the development of the designs. Survey files will not be a deliverable item and are not intended for use by the contractor in the construction of the proposed improvements. Surveys will establish Temporary Benchmarks (TBMs) for use by the contractor in the construction of the proposed project.

B. Design Package

- a. Engineer will prepare a complete and detailed design package for the proposed improvements as previously described. The design package will include, but not be limited to, the following:
 - i. Complete and sealed drawings for the construction of the project.
 - ii. Specifications and associated items of work for the construction of the project.
 - iii. Bid Schedule and Cost Estimate

C. Construction Services

- a. Engineer will be available upon request to attend a preconstruction meeting to answer questions regarding the design and construction practices/timetable.
- b. Engineer will be available for general consultation and interpretation of the plans and specifications during construction.
- c. Engineer will not provide compliance, permitting, or construction phase services, including but not limited to, quality assurance and construction oversight activities.

- d. Engineer will not supervise construction, nor assign a representative to observe or supervise construction on a day-to-day basis.
 - e. Engineer or Engineer's Representative will be available for on-site observation of, or prior to, key construction activities.
 - f. Engineer will certify completed work.
 - g. Engineer will participate in the final inspection.
 - h. Engineer will provide project as-builts if required.
- D. Note: Advertising the project for bid and preparing contract documents are the responsibility of the Acequia.

II. ENGINEERING COST BREAKDOWN

- A. See Attachment A for an engineering cost breakdown.

III. TIME TO COMPLETE SERVICES

- A. The services of Engineer are to commence upon receiving a fully executed letter from the New Mexico Interstate Stream Commission (NMISC) and the signing of the contract by Acequia Commissioners. The final contract plans and documents will be available, ready for advertising for bids, no later than 90 days from the date of the fully signed and executed contract.
- B. Access to survey the site shall be provided in a timely manner to not delay the preparation of the final contract plans and documents. If such access cannot be obtained, additional time may be added to the time of performance, to be agreed upon by Engineer and Acequia Group