



*Doña Ana Mutual Domestic Water Consumers Association
Mailing Address: P.O. Box 866 • Doña Ana, NM • 88032
Physical Address: 5535 Ledesma Dr. • Las Cruces, NM 88007
(575) 526-3491 Office • (575) 526-9306 Fax*

Agenda

The following are the items for consideration at the Regular Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors on November 15, 2018, convening at 9:00 a.m. at the Doña Ana Mutual Domestic Water Consumers Association Board Room 5535 Ledesma Dr., Las Cruces, NM 88007:

Call to Order & Roll Call

Approval of Agenda

Minutes:

1. Minutes of 11-1-2018 Regular Board Meeting

Approval of New Members & Meters

Customer Issues and Public Input

Public Input will be limited to 3 minutes per person

Board President Report

Staff Reports

2. Executive Director

New Business

Consent Agenda

None

Unfinished Business

3. Approval of Contract 6323822 with Souder Miller & Associates for Radium Springs
4. Approval of Contract 6326344 with Souder Miller & Associates for Southeast Collection Phase II
5. Approval of Contract 6323822 with Souder Miller & Associates for Design of Tuscany PRV
6. Approval of Resolution 2018-21 – Colonias Fund Application for Southeast Collection Phase 4
7. Approval of Resolution 2018-21 – Colonias Fund Application for Village of Dona Ana Wastewater Rehab

Board Open Discussion

Adjournment

A copy of this agenda may be requested by phone by calling (575) 526-3491 or in person at 5535 Ledesma Drive, Las Cruces, NM 88007. If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, if summary or other type of accessible format is needed, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Stephanie Suggs at (575) 526-3491 on the Tuesday prior to the meeting or as soon as possible.



November 9, 2018

#6323822

Ms. Jennifer J. Horton, Executive Director
Doña Ana Mutual Domestic Water Consumers Association
5535 Ledesma Drive, Las Cruces, NM 88007
P.O. Box 866, Doña Ana, NM 88032
(575) 526-3491, (575) 526-9306 (Fax)
jennifer@dawater.org

**RE: CONTRACT PACKAGE FOR CONSTRUCTION PHASE SERVICES FOR ADDITIONAL CONSTRUCTION DURATION
RADIUM SPRINGS WATER SYSTEM IMPROVEMENTS PROJECT, DOÑA ANA MDWCA
USDA, RUS LOAN AND USDA RUS COLONIAS GRANT**

Dear Ms. Horton:

Enclosed please find Exhibit K, Amendment to Owner-Engineer Agreement Amendment No. 2 and Appendix 1, scope of services for ***Radium Springs Water System Improvement Project***, as provided under *EJCDC E-500 Agreement between Owner and Engineer for Professional Services*. The costs and scope of services presented herein are consistent with that discussed with Ms. Jennifer J. Horton, Executive Director of Doña Ana Mutual Domestic Water Consumers Association (MDWCA).

Following Doña Ana MDWCA Board review and approval, and Doña Ana MDWCA Board President execution of the agreement, package should be forwarded on to USDA for their review and agency concurrence. Please feel free to call if you should have any questions regarding the scope of services referred to herein.

Sincerely,

Miller Engineers, Inc. d/b/a
Souder, Miller & Associates

A handwritten signature in blue ink, appearing to read 'Lilla J. Reid', is positioned above the printed name.

Lilla J. Reid, P.E.
Senior Design Manager
lilla.reid@soudermiller.com

This is **EXHIBIT K**, consisting of 6 pages (including Appendix 1 to EXHIBIT K), referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 17, 2016.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

The Effective Date of this Amendment is: November 15, 2018.

Background Data

Effective Date of Owner-Engineer Agreement: March 17, 2016

Owner: Doña Ana MDWCA

Engineer: Souder, Miller & Associates

Project: Doña Ana MDWCA Water System Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The Basic Services to be performed by the Engineer are modified via the present Amendment No. 1 to include the Scope of Services detailed in the attached Appendix 1 to EXHIBIT K. The Scope of Services will generally include Construction Phase Services, as well as Construction Observation (Resident Project Representative) Services related to the additional 90 calendar days of construction time increased through an amendment during the bid phase process for the District 1, Radium Springs water system improvement project. Besides including a detailed breakdown of services to be performed by the Engineer, Appendix 1 to EXHIBIT K also includes a detailed description of the corresponding schedule and compensation.

Agreement Summary:

Original agreement amount:	\$ <u>553,162.00</u>
Net change for prior amendments:	\$ <u>42,384.00</u>
This amendment amount:	\$ <u>55,000.00</u>
Adjusted Agreement amount:	\$ <u>650,546.00</u>

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

Change in time for services: As described in Appendix 1 to EXHIBIT K

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

Doña Ana MDWCA

By: _____

Print

name: Jim Melton

Title: President

Date Signed: 15Nov18

ENGINEER:

Miller Engineers, Inc. D/B/A

Souder, Miller & Associates

By: 

Print

name: Karl E. Tonander, P.G., P.E.

Title: Senior Vice President

Date Signed: 09Nov18

This is **Appendix 1 to EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 17, 2016.

SCOPE OF SERVICES

SERVICES RELATING TO ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE RADIUM SPRINGS WATER SYSTEM IMPROVEMENT PROJECT DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION (MDWCA) DOÑA ANA COUNTY, NEW MEXICO

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Construction Administration and Resident Project Representative (RPR) services to Doña Ana MDWCA (Owner). This scope of services is based on additional 90 calendar days of construction time increased through an amendment during the bid phase process and meetings between Ms. Jennifer J. Horton, Executive Director of Doña Ana MDWCA and SMA.

Construction Phase Services

1. **Respond to Requests for Information:** SMA will respond to the Contractor's Requests for Information (RFIs) in writing. SMA will create and maintain a log of all RFIs. This may include issuing necessary clarifications and interpretations of the contract documents and technical specifications as appropriate.
2. **Site Visits:** SMA will make periodic visits to the site to observe the progress and quality of the various aspects of the Contractor's work. Based on the information obtained, and to the extent possible during such visits and observations, SMA will determine if the work is proceeding in accordance with the contract documents and technical specifications and will keep the Owner informed of the progress of the work. During such visits, Engineer will recommend to the Owner that the Contractor's work be disapproved and rejected while it is in progress if SMA believes that such work will not produce a completed project that conforms generally to the contract documents and technical specifications or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents and technical specifications. The fee is based on making 3 site visits (1 site visits per month for the 90 calendar day construction project duration).
3. **Preparation of Periodic Pay Requests:** SMA will prepare periodic pay requests for the work accomplished during the pay period as verified by the construction observer. Based on the construction observer review of applications for payment and engineer review of accompanying support documentation, SMA will recommend the amounts that the Contractor be paid. Such recommendations of payment will be based on such observations and review that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is

This is **Appendix 1 to EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 17, 2016.

generally in accordance with the contract documents, and the conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled.

4. **Preparation of Contract Change Orders:** SMA will recommend action on any proposed contract changes including review of proposed pricing. SMA will prepare formal change orders required for the project.

Construction Observation Services

5. **Construction Observation:** SMA will provide an on-site Resident Project Representative (RPR) on a full-time basis during progression of construction. The fee for this work was based on a construction duration of 90 calendar days. When the contractor is cleaning up and not installing waterline SMA will not be on site. This includes eight hours on-site and travel per day for 55 of the potential 64 working days and a daily mileage reimbursement of 40 miles/day at \$0.545/mile. This work will include coordination of the construction schedule with the Contractor and verification of quality of work for conformance with the Construction Documents.
6. **Quantity Verification:** The RPR will verify the quantities in applications for payment and accompanying support documentation and advise the engineer regarding the amounts that the Contractor should be paid.

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

<u>Task</u>	<u>Duration (calendar days)</u>
P6T01a- Construction Phase Services	90 calendar days <i>corresponding to additional construction contract duration allowed to the contractor for construction</i>
P6T10a- Resident Project Representative	90 calendar days <i>corresponding to additional construction contract duration allowed to the contractor for construction</i>

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

<u>Task</u>	<u>Cost</u>
P6T01a- Construction Phase Services	\$ 13,376.00
P6T10a- Resident Project Representative	\$ 41,624.00

This is **Appendix 1 to EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 17, 2016.

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the Owner holds titles or easements to any properties required for the project with the exception of the public rights-of-way listed above. A title search, warranty deed research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes that the construction progress meeting can be held at the contractor's trailer or at the Owner's facilities. No costs for use of a third-party facility are included in the fee.
4. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.



November 9, 2018

#6326344

Ms. Jennifer J. Horton, Executive Director
Doña Ana Mutual Domestic Water Consumers Association
5535 Ledesma Drive, Las Cruces, NM 88007
P.O. Box 866, Doña Ana, NM 88032
(575) 526-3491, (575) 526-9306 (Fax)
jennifer@dawater.org

RE: CONTRACT PACKAGE FOR PHASE II SOUTHEAST COLLECTION SYSTEM
ADDITIONAL CONSTRUCTION PHASE DURATION
DOÑA ANA MDWCA

Dear Ms. Horton:

Enclosed please find the scope of services, attachment and exhibit for ***Southeast Collection System Phase II*** construction phase services, as provided under the ***2015-02*** agreement for wastewater engineering services. The costs and scope of services presented herein are consistent with that discussed with Ms. Jennifer J. Horton, Executive Director of Doña Ana Mutual Domestic Water Consumers Association (MDWCA) and is based on the addendum during the bidding phase to extend the construction duration by an additional 30 calendar days.

Please feel free to call if you should have any questions regarding the scope of work referred to herein.

Sincerely,

Miller Engineers, Inc. d/b/a
Souder, Miller & Associates

A handwritten signature in blue ink, appearing to read 'Lilla J. Reid'.

Lilla J. Reid, P.E.
Senior Design Manager
lilla.reid@soudermiller.com

ATTACHMENTS

Please check the appropriate box and include applicable **attachments**

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 13th day of January 2015 by and between the Doña Ana Mutual Domestic Water Consumers Association the OWNER, and Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this 15th day of November, 2018 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

ATTACHMENT I – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

ATTACHMENT II – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

ATTACHMENT III – Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

ATTACHMENT IV – Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$6,274.00, excluding gross receipt tax and reimbursables.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed \$ 18,060.00 without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

LUMP SUM method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed \$_____, excluding gross receipt tax and reimbursables.

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

4. 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.

Contract Time under Section B. and for the purpose of Section A.8 shall be as specified in Attachment III - Scope of Services calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50.00) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. 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 \$ 500,000 for injury to any one person and \$ 1,000,000 on account of any one accident and in the amount of not less than \$ 1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$ 1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: as specified in Attachment III - Scope of Services.


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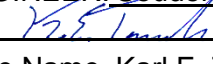
9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST: _____
Type Name Dr. Kurt Anderson
Title Secretary / Treasurer
Date 15Nov18

OWNER: Doña Ana MDWCA
By _____
Type Name Mr. Jim Melton
Title President
Date 15Nov18

ATTEST:  _____
Type Name Lilla J. Reid, P.E.
Title Senior Design Manager
Date 09Nov18

ENGINEER: Souder Miller & Associates
By  _____
Type Name Karl E. Tonander, P.G., P.E.
Title Senior Vice-President
Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011
Date 09Nov18

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name _____
Date _____

ATTACHMENT III

SCOPE OF SERVICES

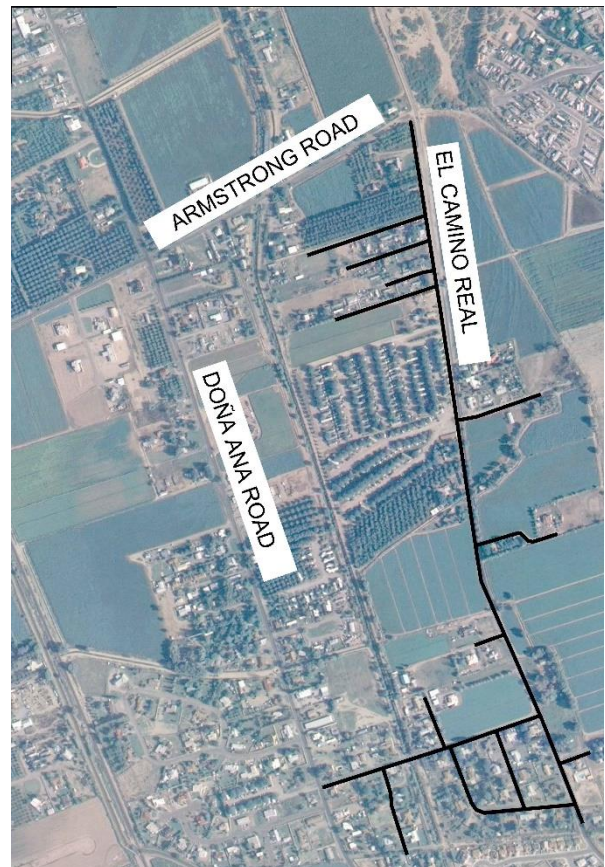
SERVICES RELATING TO ADDITIONAL CONSTRUCTION PHASE SERVICES FOR PHASE II SOUTHEAST COLLECTION SYSTEM PROJECT DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION DOÑA ANA COUNTY, NEW MEXICO

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Construction Administration and Resident Project Representative (RPR) to Doña Ana MDWCA (Owner). This scope of services is based on the addendum during the bidding phase to extend the construction duration by an additional 30 calendar days and meetings between Ms. Jennifer J. Horton, Executive Director of Doña Ana MDWCA and SMA.

Construction Phase Services

1. **Respond to Requests for Information:** SMA will respond to the Contractor's Requests for Information (RFIs) in writing. SMA will create and maintain a log of all RFIs. This may include issuing necessary clarifications and interpretations of the contract documents and technical specifications as appropriate.
2. **Site Visits:** SMA will make periodic visits to the site to observe the progress and quality of the various aspects of the Contractor's work. Based on the information obtained, and to the extent possible during such visits and observations, SMA will determine if the work is proceeding in accordance with the contract documents and technical specifications and will keep the Owner informed of the progress of the work. During such visits, Engineer will recommend to the Owner that the Contractor's work be disapproved and rejected while it is in progress if SMA believes that such work will not produce a completed project that conforms generally to the contract documents and technical specifications or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents and technical specifications. The fee is based on making one site visits (1 site visits per month for the 30 additional calendar day construction project duration).



3. **Progress Meetings:** SMA will establish, coordinate and attend regular project meetings throughout the duration of the project. The fee is based on attending monthly meetings for the 30 calendar day construction project duration and preparing agendas and meeting minutes for these meetings.
4. **Preparation of Periodic Pay Requests:** SMA will prepare periodic pay requests for the work accomplished during the pay period as verified by the construction observer. Based on the construction observer review of applications for payment and engineer review of accompanying support documentation, SMA will recommend the amounts that the Contractor be paid. Such recommendations of payment will be based on such observations and review that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents, and the conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled.
5. **Preparation of Contract Change Orders:** SMA will recommend action on any proposed contract changes including review of proposed pricing. SMA will prepare formal change orders required for the project.

Construction Observation Services

6. **Construction Observation:** SMA will provide an on-site Resident Project Representative (RPR) on a full-time basis during progression of construction. The fee for this work was based on a construction duration of 30 calendar days. This includes nine hours on-site and travel per day for 22 working days and a daily mileage reimbursement of 20 miles/day at \$0.545/mile. This work will include coordination of the construction schedule with the Contractor and verification of quality of work for conformance with the Construction Documents.
7. **Quantity Verification:** The RPR will verify the quantities in applications for payment and accompanying support documentation and advise the engineer regarding the amounts that the Contractor should be paid.

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

<u>Task</u>	<u>Duration (calendar days)</u>
P6T01a- Construction Phase Services	30 calendar days
P6T10a- Resident Project Representative	30 calendar days

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGR). NMGR will be added to each invoice based on the current rate at the time of billing. The budgets for this phase of the project will use a combination of lump sum (fixed fee) and time and materials (T&M) billing methods. The single task to be billed using a time and materials format will include an itemized breakdown of individual charges. The task to be billed on a lump sum basis will have an invoice that will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

Attachment III
 Construction Phase and Construction Observation Services
 Scope of Services

Lump Sum Budget Summary		
Task	Description	Budget Requested
P6T01a	Construction Phase Services	\$6,274.00
Total Engineering Services Cost (not including NMGRT)		\$6,274.00

Time and Materials Budget Summary		
Task	Description	Budget Requested
P6T10a	Resident Project Representative	\$18,060.00
Total Engineering Services Cost (not including NMGRT)		\$18,060.00

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the Owner holds titles or easements to any properties required for the project with the exception of the public rights-of-way listed above. A title search, warranty deed research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
4. SMA assumes that the construction progress meeting can be held at the contractor’s trailer or at the Owner’s facilities. No costs for use of a third-party facility are included in the fee.
5. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor’s work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Phase II Southeast Collection System
Project Number: 6326344
Owner: Doña Ana MDWCA
Date of Submittal: November 8, 2018
Tax Rate on Services: 8.3125%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P6T01a- Construction Administration- LS	\$ 6,274.00	\$ 521.53	\$ 6,795.53
P6T10a- Resident Project Representative- T&M	\$ 18,060.00	\$ 1,501.24	\$ 19,561.24
TOTALS	\$ 24,334.00	\$ 2,022.77	\$ 26,356.77

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: Phase II Southeast Collection System
Project Number: 6326344
Owner: Doña Ana MDWCA
Date of Submittal: November 8, 2018
Tax Rate on Services: 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Project Eng./Sci. Mgr II	Construc. Observer III	Admin III	Mileage	Expenses	Total SMA	Total Task
Billing Rate per Unit	\$ 220	\$ 190	\$ 165	\$ 125	\$ 90	\$ 90	\$ 0.545	\$ 1.00		
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
Task										
Construction Phase Services										
P6T01a- Construction Administration- LS									\$ -	
Evaluate Contractor Pay Requests (1)		2	3	8					\$ 1,875	
Coordinate/Attend Partial Payments (1)		2		3			20		\$ 766	
On-Site Meetings (1)			2	2			20	10	\$ 601	
Change Orders / Field Orders		1	4	4			20	10	\$ 1,371	
RFI Responses and Engineering Directives	1	1	2	2					\$ 990	
Client Update Meetings (1)		1					20		\$ 201	
Management and Invoicing		2				1			\$ 470	
Subtotal Hours:	1	9	11	19	0	1	80	20	\$ 6,274	\$ 6,274
Subtotal Cost:	\$ 220	\$ 1,710	\$ 1,815	\$ 2,375	\$ -	\$ 90	\$ 44	\$ 20	\$ 6,274	
P6T10a- Resident Project Representative- T&M										
Construction Observation					198		440		\$ 18,060	
Number of Visits = 22									\$ -	
Hours per Visit = 9									\$ -	
Frequency of Visits = Full-time									\$ -	
Subtotal Hours:	0	0	0	0	198	0	440	0	\$ 18,060	\$ 18,060
Subtotal Cost:	\$ -	\$ -	\$ -	\$ -	\$ 17,820	\$ -	\$ 240	\$ -	\$ 18,060	

Total Cost of Construction Phase Services: \$ 24,334



November 9, 2018

#6325349

Ms. Jennifer J. Horton, Executive Director
Doña Ana Mutual Domestic Water Consumers Association
5535 Ledesma Drive, Las Cruces, NM 88007
P.O. Box 866, Doña Ana, NM 88032
(575) 526-3491, (575) 526-9306 (Fax)
jennifer@dawater.org

RE: DESIGN PHASE SERVICES FOR THE ADDITIONAL PRESSURE REDUCING VALVE/FUTURE CONSTRUCTION CHANGE ORDER FOR VIA
NORTE DISTRICT 5 WATER IMPROVEMENT PROJECT, DOÑA ANA MDWCA

Dear Ms. Horton:

Enclosed please find the design phase services agreement package for the additional pressure reducing valve (PRV)/future construction change orders for **Via Norte District 5 Water System Improvement Project**, as provided under the **2015-03** agreement for water. This package is for design phase services for the additional PRV on Tuscany Drive (near the Tuscany Drive and Renoir Drive intersection) in District 5. The costs and scope of work presented herein are consistent with that discussed with the Doña Ana Mutual Domestic Water Consumers Association (MDWCA) in a project progress meeting held on October 18, 2018.

Please feel free to call if you should have any questions regarding the scope of work referred to herein.

Sincerely,

MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER & ASSOCIATES

A handwritten signature in blue ink, appearing to read 'Lilla J. Reid'.

Lilla J. Reid, P.E.
Senior Design Manager
lilla.reid@soudermiller.com

Enc: *Via Norte, Tuscany Drive PRV, design phase services agreement package*

ATTACHMENTS

Please check the appropriate box and include applicable **attachments**

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 13th day of January 2015 by and between the Doña Ana Mutual Domestic Water Consumers Association the OWNER, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this 15th day of November, 2018 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

ATTACHMENT I – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

ATTACHMENT II – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

ATTACHMENT III - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

ATTACHMENT IV - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$5,617.00, excluding gross receipt tax and reimbursables.

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

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

LUMP SUM method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed \$_____, excluding gross receipt tax and reimbursables.

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

4. 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.

Contract Time under Section B. and for the purpose of Section A.8 shall be as specified in Attachment II - Scope of Services. calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50.00) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. 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 \$ 500,000 for injury to any one person and \$ 1,000,000 on account of any one accident and in the amount of not less than \$ 1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$ 1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: as specified in Attachment II - Scope of Services.


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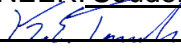
9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST: _____
Type Name Dr. Kurt Anderson
Title Secretary / Treasurer
Date 15Nov18

OWNER: Doña Ana MDWCA
By _____
Type Name Mr. Jim Melton
Title President
Date 15Nov18

ATTEST:  _____
Type Name Lilla J. Reid, P.E.
Title Senior Design Manager
Date 09Nov18

ENGINEER: Souder, Miller & Associates
By  _____
Type Name Karl E. Tonander, P.G., P.E.
Title Senior Vice-President
Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011
Date 09Nov18

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name _____
Date _____

ATTACHMENT II

SCOPE OF SERVICES

SERVICES RELATING TO DESIGN PHASE SERVICES FOR THE PRESSURE REDUCING VALVE ON TUSCANY DRIVE / FUTURE CONSTRUCTION CHANGE ORDER FOR THE EXISTING VIA NORTE DISTRICT 5 WATER SYSTEM IMPROVEMENT PROJECT DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION DOÑA ANA COUNTY, NEW MEXICO

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design Phase Services to Doña Ana MDWCA (Owner). SMA proposes to complete the following scope of work. Through a change order to the Via Norte water system improvement construction project: Installation of one new PRV and related appurtenances within the District 5 water system on Tuscan Drive near the intersection of Tuscan Drive and Renoir Drive.

Design Phase Services

1. **Property/Easement Research:** SMA will research County Right-of-Way Maps and will research County plat records for adjacent properties and for existing easements that are applicable to the project. Included are the copying and related costs charged by the County for this research. SMA has not included a title search or warranty deed research in this scope of services.
2. **Utility Coordination:** SMA will submit a design conference ticket and a design locate to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project. SMA will not follow-up with utilities that do not respond to the design conference ticket. SMA has not included physical utility location nor associated mapping in this scope of services.
3. **Topographical Survey:** SMA will perform a topographical survey of the project area. This survey will identify the approximate locations of property boundaries and easements based on occupation lines, but will not include a boundary survey of these properties. The survey will collect utility markings from the 811 design locate.
4. **Design of PRV Plan:** SMA will prepare a pre-final horizontal alignment design for the waterline(s) incorporating the data from the as-built research, the utility coordination and the property and easement research.
5. **Design of PRV Profile:** SMA will prepare the pre-final design of the profile for the waterline(s). This profile will take into account the known underground utilities and will account for depth of bury if that information was relayed by the utility companies and attempt to minimize high points in the waterline.
6. **Prepare Plans:** SMA will only prepare a pre-final plan sheet to include the PRV on Tuscan Drive.
7. **Submission to Agency:** SMA will submit the pre-final plans, contract documents and technical specifications (Construction Documents) to the following Agency for their review concurrent with the design review with the Owner:

Attachment II
Design Phase Services
Scope of Services

- a. New Mexico Environment Department (NMED) – Construction Programs Bureau (CPB)
SMA intends to address the comments from the Owner and the Agency at the same time.
8. **Right-of-Way Permits:** SMA will submit right-of-way permit applications with the pre-final plans to the County. SMA will relay comments received during the permitting process to the Owner to ensure that the Owner agrees with design changes needed.
 9. **Design Review with Owner:** SMA will conduct a meeting with the Owner’s representative to review the pre-final design. **SMA will deliver one (1) copy of the pre-final PRV plan sheet** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles and connections for the waterline(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey. The meeting is also intended to get Owner input on the standard details and any identify any Owner concerns related to operation and maintenance.
 10. **Revisions to Construction Documents:** SMA will revise the Construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner and Agency reviews.
 11. **Resubmittal:** SMA will re-submit the revised plan sheet to the Owner and Agency as needed based on review comments received.
 12. **Production:** SMA will produce a final PRV Sheet on 24” x 36” bond, and the existing Via Norte water system improvement set of the contract documents and specifications will be used for this PRV.

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

<u>Task</u>	<u>Duration (calendar days)</u>
Design Phase Services	30 days from the receipt of Owner notice to proceed

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

<u>Task</u>	<u>Cost</u>
Design Phase Services	\$ 5,617.00

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.

Attachment II

Design Phase Services

Scope of Services

2. SMA assumes that the Owner holds titles or easements to any properties required for the project with the exception of the public rights-of-way listed above. A title search, warranty deed research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
4. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.
5. SMA did not include Bid, Construction, or Construction Observation Phase Services in this Scope of Services. SMA will negotiate the scope and fee for these services at a later date.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Tuscany Drive PRV- DAMDWCA W Via Norte
Project Number: 6325349
Owner: Doña Ana MDWCA
Date of Submittal: November 9, 2018
Tax Rate on Services: 8.3125%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P4T20- Design Phase Services	\$ 5,617.00	\$ 466.91	\$ 6,083.91
TOTALS	\$ 5,617.00	\$ 466.91	\$ 6,083.91

EXHIBIT B.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

DESIGN PHASE - BASIC ENGINEERING SERVICES

Project Description: Tuscany Drive PRV- DAMDWCA W Via Norte
Project Number: 6325349
Owner: Doña Ana MDWCA
Date of Submittal: November 9, 2018
Tax Rate on Services: 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. I	Staff EIT/LSIT Sci. II	Sr. Eng. Des/Surv. Tech V	Sr. Eng. Des/Surv. Tech IV	Eng/CAD Surv/Field Tech III	Eng/CAD Surv/Field Tech I	Admin III	Mileage	Expenses	Total SMA	Total Task
Billing Rate per Unit	\$ 220	\$ 190	\$ 145	\$ 100	\$ 120	\$ 105	\$ 90	\$ 65	\$ 90	\$ 0.545	\$ 1.00		
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
Task													
P4T20- Design Phase Services													
Data Collection													
Start-Up Meeting Preparation			1									\$ 145	
Start-Up Meeting w/ Survey Team	1	1	1				1					\$ 645	
Survey Research:												\$ -	
Utility Locations			1									\$ 145	
Data Collection			1				1					\$ 235	
Perform Field Research							2					\$ 180	
Perform Field Survey												\$ -	
Tuscany Drive							4	4		40		\$ 642	
Renoir Drive							2	2				\$ 310	
Download Data / tins & contours							1					\$ 90	
Prepare Mapping			1				1					\$ 235	
Management and Invoicing		1							1			\$ 280	
Subtotal Hours:	1	2	5	0	0	0	12	6	1	40	0	\$ 2,907	\$ 2,907
Subtotal Cost:	\$ 220	\$ 380	\$ 725	\$ -	\$ -	\$ -	\$ 1,080	\$ 390	\$ 90	\$ 22	\$ -	\$ 2,907	
Final Design													
Team Meeting Preparation				1								\$ 100	
Team Meeting		1		1	1							\$ 410	
Utility Coordination				1								\$ 100	
Final Design (Below):												\$ -	
PRV		2		2		8					20	\$ 1,440	
In-House Quality Control		2										\$ 380	
Management and Invoicing		1							1			\$ 280	
Subtotal Hours:	0	6	0	5	1	8	0	0	1	0	20	\$ 2,710	\$ 2,710
Subtotal Cost:	\$ -	\$ 1,140	\$ -	\$ 500	\$ 120	\$ 840	\$ -	\$ -	\$ 90	\$ -	\$ 20	\$ 2,710	

Total Cost of Design Phase Services: \$ 5,617



Doña Ana Mutual Domestic Water Consumers Association
Mailing Address: P.O. Box 866 • Doña Ana, NM • 88032
Physical Address: 5535 Ledesma Dr • Las Cruces, NM 88007
(575) 526-3491 Office • (575) 526-9306 Fax

RESOLUTION 2018 - 21

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO
THE NEW MEXICO FINANCE AUTHORITY FOR THE
COLONIAS INFRASTRUCTURE FUND**

WHEREAS, the Doña Ana Mutual Domestic Water Consumers Association whose Southeast Collection Project Phase 4 (“Project”); and

WHEREAS, the Doña Ana Mutual Domestic Water Consumers Association may apply for financial assistance from the New Mexico Colonias Infrastructure Board to fund this Wastewater Infrastructure; and

WHEREAS, the Doña Ana Mutual Domestic Water Consumers Association is eligible to apply for funding from the New Mexico Colonias Infrastructure Board.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE, Doña Ana Mutual Domestic Water Consumers Association, located in New Mexico, that the filing of an application to the New Mexico Colonias Infrastructure Board for funding in the 2019 Colonias Infrastructure Fund funding cycle is hereby authorized. The project falls under Wastewater Infrastructure and proposes to continue to install sewer collection lines. The financial assistance requested is in the amount of \$1,150,000.

BE IT FURTHER RESOLVED, that the Executive Director is hereby designated as the Doña Ana Mutual Domestic Water Consumers Association representative to act on behalf of this application.

PASSED, APPROVED AND ADOPTED by the Doña Ana Mutual Domestic Water Consumers Association’s Board of Directors, this 15th day of November, 2018.

Jim Melton, President of the Board of Directors

Jamie Stull, Vice President of the Board of Directors

Kurt Anderson, Sec/Treasurer of the Board of Directors

Dan Horert, District 3 Representative

Vacant, District 5 Representative



Doña Ana Mutual Domestic Water Consumers Association
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(575) 526-3491 Office • (575) 526-9306 Fax

RESOLUTION 2018 - 22

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO
THE NEW MEXICO FINANCE AUTHORITY FOR THE
COLONIAS INFRASTRUCTURE FUND**

WHEREAS, the Doña Ana Mutual Domestic Water Consumers Association whose Village of Dona Ana Lift Station and Forcemain Rehab (“Project”); and

WHEREAS, the Doña Ana Mutual Domestic Water Consumers Association may apply for financial assistance from the New Mexico Colonias Infrastructure Board to fund this Wastewater Infrastructure; and

WHEREAS, the Doña Ana Mutual Domestic Water Consumers Association is eligible to apply for funding from the New Mexico Colonias Infrastructure Board.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE, Doña Ana Mutual Domestic Water Consumers Association, located in New Mexico, that the filing of an application to the New Mexico Colonias Infrastructure Board for funding in the 2019 Colonias Infrastructure Fund funding cycle is hereby authorized. The project falls under Wastewater Infrastructure and proposes to continue to install sewer collection lines. The financial assistance requested is in the amount of \$200,000.

BE IT FURTHER RESOLVED, that the Executive Director is hereby designated as the Doña Ana Mutual Domestic Water Consumers Association representative to act on behalf of this application.

PASSED, APPROVED AND ADOPTED by the Doña Ana Mutual Domestic Water Consumers Association’s Board of Directors, this 15th day of November 2018.

Jim Melton, President of the Board of Directors

Jamie Stull, Vice President of the Board of Directors

Kurt Anderson, Sec/Treasurer of the Board of Directors

Dan Horert, District 3 Representative

Vacant, District 5 Representative