



*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 April 7, 2016, 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 03-17-2016 Regular 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

None

#### Consent Agenda

None

#### Unfinished Business

3. Approval of Third Addendum with the City of Las Cruces
4. Approval of Souder Miller & Associates Contract 6324963 Design of Transmission Waterline Project on East Taylor Road
5. Approval to Change Meeting Date for Second Meeting in April
6. Approval to Repair Well #8

#### Closed Session:

As authorized by the Open Meetings Act, New Mexico Statutes Annotated, Section 10-15-1, Subsections H (2), H (7) and H (8), the following portion of the Board Meeting will be conducted in closed session:

1. Real Property and Water Right Acquisition
2. Litigation and Threatened Litigation
3. Limited Personnel Matters

Take action, if any on closed session items

### Legal Update

7. Westmoreland case status
8. Moongate case status
9. General Legal Update

### 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 is in need of 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 Edward Salomon at (575) 526-3491 on the Friday prior to the meeting or as soon as possible.*



*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*

The following are the minutes of the Regular Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors, March 17, 2016, convened at 9:00 A.M. in the Doña Ana Mutual Domestic Water Consumers Association Board Room located at 5535 Ledesma Dr., Las Cruces, NM 88007:

### **Call to Order & Roll Call**

President- Mr. Melton called the meeting to order at 9:00 A.M. and called roll:

Vice President- Jamie Stull, Present

Secretary/ Treasurer- Kurt Anderson, Present

Board Member- Raymond Ponteri, Present

### **Others in Attendance:**

Executive Director- Jennifer Horton, Present

Legal Counsel- Lee E. Peters, Present

Administrative Assistant- Edward B. Salomón, Present

### **Approval of Agenda**

Mr. Anderson moved to approve the agenda for the March 17, 2016 Regular Board Meeting as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion; Mrs. Horton requested that item number 4 under unfinished business be removed from the agenda. The Chair called for a vote on the motion as amended; the motion carried by roll call vote 4-0.



## **Minutes**

Mr. Anderson moved to approve the Regular Board Meeting Minutes of March 3, 2016 as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. The Board of Directors requested that minor changes be made to the minutes. The Chair called for a vote on the motion as amended; the motion carried by roll call vote 4-0.

## **New Members & New Meters**

Mr. Anderson moved to approve the New Members and New Meters list as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion: Mrs. Horton stated that there were nine (9) new members and two (2) new meters. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

## **Customer Issues and Public Input**

Mr. Hayhoe mentioned that the Picacho Hills Property Owners Association held its Annual Meeting which had at least 64 members present. They held discussions regarding fire emergency response and the lock down of the community due to a shooting in the area. County staff also attended the meeting and discussed their policies for how they respond to a fire emergency during a lock down situation. During the Annual Meeting they also discussed the current and upcoming water projects. Mr. Hayhoe thanked the Board of Directors for improving communications with its membership.

## **Board President Report**

Mr. Melton reported that his greatest concern at this particular point in time is trying to come up with a plan to make certain that we assemble a quorum for the reconvening of the Annual Membership Meeting. Dona Ana MDWCA is looking for ways to generate



more interest so that we do not have a lack of attendance at the Annual Membership Meetings.

Mr. Melton also stated that he and Mr. Fernandez attended a meeting for the Colonias Infrastructure Board in Ruidoso Downs. Mr. Fernandez presented 2 (two) projects which we were requesting funding for. The first project was for the completion of the Fairview Water System Phase II, this would provide water to the Fairview area from other parts of the system. The second project was for completion of a portion of the Southeast Collection Project, which is a wastewater collection system that will be extended into the San Ysidro Colonia.. All of the projects that are presented will be ranked based on importance and funding will be distributed in that manner.

## **Staff Reports**

### **Executive Director**

See Attachment A

Mrs. Horton reported to the Board of Directors that they have each received a bound copy of the official audit that was provided by our audit firm. Mrs. Horton mention that she attended the Extra Territorial Zoning (ETZ) appeal hearing of the Thurston project that is a 384 lot subdivision just south of Marisol, along Taylor Road in between El Camino Real and Elks. The case was approved which changed the zoning from ER5 to ER6 which allows anywhere from 3/4 acer lots to 5,000 sq. ft. lots.

Mrs. Horton also discussed the upcoming training for the Board of Directors. Each board member is required to maintain a certain number of credit hours in order to sit on the Board of Directors.

Mrs. Horton stated that she would be out of the office for travel at the end of the month for State Auditor Training in Ruidoso.

### **Unfinished Business**

Mr. Anderson moved to approve the Amended Policy 1027.0 Wastewater Connection Fee as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Anderson moved to approve the Water Line Project on Elks Road as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Anderson moved to approve the Souder, Miller & Associates Contract #6324890 Design of Transmission Water Line Project as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Anderson moved to approve the Souder, Miller & Associates Contract #6323822 EJCDC E-500 Design of Radium Springs Water System Improvement Project as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Anderson moved approval to call a Special Membership Meeting with a single action item as presented; the motion was seconded by Mr. Ponteri. The Chair called for



discussion of the motion. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Melton entertained a motion to reconsider line item #8 on the agenda with an amendment.

Mr. Anderson moved to reconsider unfinished business item #8 with an amendment to authorize the Executive Director to draft and approve the agenda for the Special Membership Meeting on April 21, 2016. The Chair called for discussion of the motion. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Recess 10:35 A.M. – 10:44 A.M.

### **Closed Session**

Mr. Anderson moved to go into closed session at 10:44 A.M.; the motion was seconded by Mr. Ponteri. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

As authorized by the Open Meetings Act, New Mexico Statutes Annotated, Section 10-15-1, Subsections H (2), H (7) and H (8), the following portion of the Board Meeting will be conducted in close session:

1. Real Property and Water Right Acquisition
2. Litigation and Threatened Litigation
3. Limited Personnel Matters



Mr. Ponteri moved to go into Open Session at 11:28 A.M.; the motion was seconded by Mr. Anderson. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Mr. Melton reported that only the items on the agenda were discussed in closed session and that there were no items requiring action as a result of the closed session.

### **Legal Update**

**Westmoreland Case-No Action**

**Moongate Case-** We are filing our briefs on April 1, 2016.

**General Legal Update-** We have filed an application to regarding the Fairview system to use other wells to pump and use the Fairview water rights. We requested emergency action by the State Engineer so we are waiting on response.

We have finally received information on our appeal on the Picacho Hills well application; it will be assigned to a hearing examiner so we should have a scheduling conference very soon.

### **Open Discussion**

Mr. Ponteri inquired about where the Board of Directors stood in filling the vacant Board Member position. Mrs. Horton stated that there has been no interest by anyone for the open position.

The Board of Directors discussed moving the April 21, 2016 Regular Board Meeting; The Board of Directors decided to cancel the April 21, 2016 Regular Board Meeting and continue our Board Meeting schedule on May 5, 2016.

Mr. Anderson suggested that there be an action item to approve the cancelation of the April 21, 2016 Regular Board Meeting.

**Adjournment**

Mr. Anderson moved to adjourn at 11:38 A.M.; the motion was seconded by Mr. Ponteri. The Chair called for a vote on the motion: and the motion carried by roll call vote 4-0.

---

Secretary/ Treasurer

Kurt Anderson

---

Date

DRAFT







# DAMDWCA Customer Service Department

## Report

7 April 2016

### I. Billing:

1. Billings was submitted to Go Direct on Wednesday, March 30, 2016. Bills will be mailed on April 1, 2016.

### II. Penalties:

1. Penalties for March totaled: \$7,656.22
2. Penalties will be processed on Friday, April 15, 2016.

### III. Disconnects:

1. On Tuesday, March 22, 2016 we disconnected accounts for non-payment. A total of 66 accounts were up for disconnection. A total of 52 were disconnected.

Dona Ana: 41

Ft. Selden: 1

Picacho Hills: 10

Fairview: 0

Previously Locked: 2

Paid prior to disconnection: 10

Removed due to billing issues: 2

2. Total Reconnections for February 2016: 43
3. Disconnects are scheduled for April 21, 2016.

### IV. Membership Certificates: Membership certificates are ready for signatures.

### V. Document Scanning: Docsvault is now operating on everyone's computer systems and everyone is scanning the information they receive almost daily. We have also started working on the backlog of scanning we had previously.

I. Total Membership as of March 30, 2016: 4, 351

II. Total number of Connections as of April 1, 2016: 5,569

# Operations Manager's Report

April 1, 2016

## **Doña Ana MDWCA, Doña Ana MDWCA @ Ft. Selden Water System, Doña Ana MDWCA @ Picacho Hills Water System, and Doña Ana MDWCA @ Fairview Estates Water System**

### **Report for March 2016**

#### **Doña Ana MDWCA System:**

- Routine disinfection and bacteriological monitoring of the system were conducted throughout the month. Nine (9) samples were collected throughout the month at random alternate sites as per "Approved Sampling Plan" through New Mexico Environment Department-Drinking Water Bureau.
- Dona Ana water meters were read on 3/15 thru 3/16/16
- There were 15 new water services installed within the Doña Ana MDWCA System.
- Repaired 9 service leaks/angle valves in the D.A. service area.
- Wells #2 and #7 are on-line.
- Wells # 5 and # 6 are offline due to Rehab Project and SCADA Upgrades.
- Adjusted all new check valves installed at wells during up grades.
- Well # 8 has been pulled and was inspected. Driller found hole in the column pipe. The estimated time for repair is two weeks.
- The Rehab on South Storage Tank #2 has been completed; samples were collected and sent for analysis, and is now back on line.
- Lowering of water main on Elks Rd Project by Morrow Construction has been completed.
- Shut off water main on Elks Drive to allow Morrow Construction to tie into new water main.
- Cut and capped 6" water line at Well #6 that was an abandoned Fire Hydrant which was substantially leaking.
- Installed new chlorine pump and plumbed in new schedule 80 chlorine inlet lines at Well #6.
- Emergency generator at Well #8 and booster station is awaiting parts for service.
- Attended and received Certification Credit Hrs. for operation and maintenance of Bermad Pressure Relief Valves from Kevin Burgess with Border Industries.
- Fire Hydrant and bollards on Doña Ana Rd. that was damaged (knocked over) by overnight accident reported to DAMDWCA Office by Doña Ana Sheriff's Office has been repaired and re-installed.
- Ditch Witch pump has been replaced and we are awaiting additional leaking seals that were not visible on initial inspection.

#### **Doña Ana MDWCA @ Ft. Selden System:**

- Routine disinfection and bacteriological monitoring of the system were conducted throughout the month. One (1) sample was collected for the month at random alternate sites as per "Approved Sampling Plan" through New Mexico Environment Department-Drinking Water Bureau.
- All water meters were read on 3/15/16.
- There were no new water services installed within the Ft. Selden Water System.
- Repaired 3 service leak/angle valves
- Operators have had to repair 4 and 2 inch water mains that were damaged due to ongoing Zia Gas line extensions project.
- Physically located mains on Hurt Rd. and Desert Edge Rd. to prevent damage due to Zia Gas line extension.
- Wells #9 and #10 have continued working correctly and are alternating on line.
- The New Drilling of Well #11 continues at the Ft. Selden well site.
- GPS Waypoint data collection has commenced and continues and at this time 40%.complete.

# Operations Manager's Report

April 1, 2016

## **Doña Ana MDWCA @ Picacho Hills System:**

- Routine disinfection and bacteriological monitoring of the system were conducted throughout the month. Two (2) samples were collected throughout the month at random alternate sites as per "Approved Sampling Plan" through New Mexico Environment Department-Drinking Water Bureau.
- All water meters were read on 3/16/16.
- There was 1 new service installed in Picacho Hills.
- Repaired 4 service leaks/angle valves.
- Replacement pump for Coronado Booster has installed. Grundfos pump representative was called in to set pressure adjustments.
- Cut asphalt and repaired service line at Villa Chiquita in Picacho Hills.
- All monitoring samples collected and sent to lab at wastewater plant.
- The Collection of GPS Waypoints has been completed.
- Due to duties that must be performed at the waste water plant and safety reasons all operations employees were vaccinated for Hepatitis, Tetanus, and Tuberculosis.

## **Doña Ana MDWCA @ Fairview Water System:**

- Routine disinfection and bacteriological monitoring of the system were conducted throughout the month. One (1) sample was collected for the month at alternate sites as per "Approved Sampling Plan" through New Mexico Environment Department-Drinking Water Bureau.
- All water meters were read on 3/16/16.
- There were no new water services installed within the Fairview Estates Water System.
- Wells #1 and #2 are currently set to operate in auto on pressure switch.
- Morrow Enterprises has begun the Fairview Estates System Improvements Project. Awaiting tie-ins.
- Replaced chlorine injector at Southview Well.

**Respectfully Submitted,  
Orlando Parra  
Operations Manager**



# PROJECT MANAGERS REPORT 4/7/2016

## PICACHO HILLS PROJECTS

### TANK @ PICACHO HILLS

- New Mexico Environmental Department Construction Programs Bureau (NMED CPB) approved the plans for bid on February 12, 2016. Doña Ana County (DAC) approved the plans and the project was advertised for bid on March 16, 2016. The Pre-Bid meeting is set for April 8, 2016 and the Bid date is set for April 26, 2016. The building permit application for the tank site was submitted to DAC January 22, 2016. The permit was approved in March 2016 and will be ready for the contractor to pick up prior to construction.

### DISTRICT 5 WASTEWATER DISCHARGE PLAN

- A discharge permit has been submitted to New Mexico Environmental Department (NMED) Ground Water Quality Bureau (GWQB) for approval based on their comments. NMED indicated that review of the permit could extend up to 12 months.

### DISTRICT 5 HEADWORKS

- Morrow Enterprises (the contractor) has delivered the required grates, parshall flume, and grates to the District 5 building. The Contractor has indicated that the Screen will be delivered to the site the first part of May 2016. Construction will begin in April 2016 on the concrete channel.

## FAIRVIEW PROJECTS

### Fairview Water

- Construction began on January 25, 2016. Morrow Enterprises has installed all the piping, valves, and fire hydrants in Fairview Estates. Piping been placed along Burk Road and is currently being placed on West Picacho Ave. All the pipe has been hung from the bridge over the Rio Grande before the water was released. The contractor has received two pay applications and will submit the third one April 6, 2016. The project is on schedule and will to be completed June 23, 2016.

### Fairview Water II

- The Association is pursuing easements along the north side of the NMDOT alignment to ease construction. At this time, SMA is on hold.

## DONA ANA PROJECTS

### South East Collection

- SMA completed the surveying for the new site and is near completion of the new site design. The building permit application was submitted to DAC on February 23, 2016. United States Department of Agriculture (USDA) provided comments on the Wastewater Collection

Preliminary Engineering Report (PER) on January 25, 2016 and Souder Miller & Associates (SMA) is working with Association to address those comments.

#### SW Transmission Ph II, Armstrong Ph II, Elks IV

- Still pending legal matters

#### Railroad Crossings

- NMED CPB approved award to Burn Construction on February 11, 2016. The Notice of Award was signed by Doña Ana MDWCA on February 19, 2016. Casing and waterline has been placed on Doña Ana Road and Alvillar Road under the Railroad. Bac-T and pressure testing will be completed this week and the line will be tied into existing waterline to loop the system in this area. Pot holing and preparation for the bore pit is taking place on Doña Ana Road and Pedro Madrid. Construction began the week of March 21, 2016. Project will be completed June 4, 2016. First pay application is scheduled for April 6, 2016.

#### Wastewater Force main

- Survey work has been completed and SMA is currently working on the preliminary design.

#### Well #8

- Well #8 was experiencing some problems. It usually produces around 700 gpm and was only producing 250 gpm. The association has pulled the well to find a hole in the column pipe. The screen on the bottom of the pump is no longer there, column pipe is corroded, and the shaft on the last link before the pump is stuck together with corrosion (pictures are attached). A camera will be placed down the well to make sure the casing is ok. The motor is being taken apart to make sure the impellers and bushings are good. The association will have a full assessment and quote to replace damaged well parts this week. The well will be back online within two weeks.

### **RADIUM SPRINGS**

#### Radium Springs Water

- SMA submitted the contract documents and construction plans to NMED Drinking Water Bureau (DWB) for their records on January 7, 2016. The additional \$4M in funding from United State Department of Agriculture (USDA) Rural Development (RD) will be used to complete design and construction for Alternatives B, C, D, E, F & G of the PER. SMA will provide an Engineering Joint Contract Documents Committee (EJCDC) contract to USDA RD for review and approval. Monthly meetings are held with USDA on the second Tuesday of each month.

#### Well #11

- D&J Pump and Well Service LLC. started drilling the well on February 19, 2016. The driller has met their depth of 250'. Column pipe has been place, gravel, and grout has also been place. The well is expected to be complete in two more weeks.

## MISCELLANIOUS PROJECTS

### SCADA Implementation Project

- Materials have arrived and work has commenced on the SCADA project. Well #6, Well #8, and Well #5 located in Doña Ana have new piping. Smart valves, flow meters, and piping have been installed. Well #8 has the SCADA installed and is complete except for a relay switch that will be installed once it is back online. Electricity and SCADA is being installed in Well #6 and Well #5 and should be completed this week. Demolition of Well #16A located in Picacho and Well #2 located in Doña Ana will take place this week. Pay requests #1 and #2 have been processed. Pay application #3 has been submitted and pay application #4 scheduled for April 6, 2016.

### GIS Mapping

- All the GIS points for the sewer manholes, water valves, meters, fire hydrants, and pressure reducing valves have been completed on February 25, 2016 in Picacho Hills. Project manager download all the data. GIS mapping of the Fort Selden area has started. Once the date is completed, the data will be formatted and GIS will be available for Operations to reference.





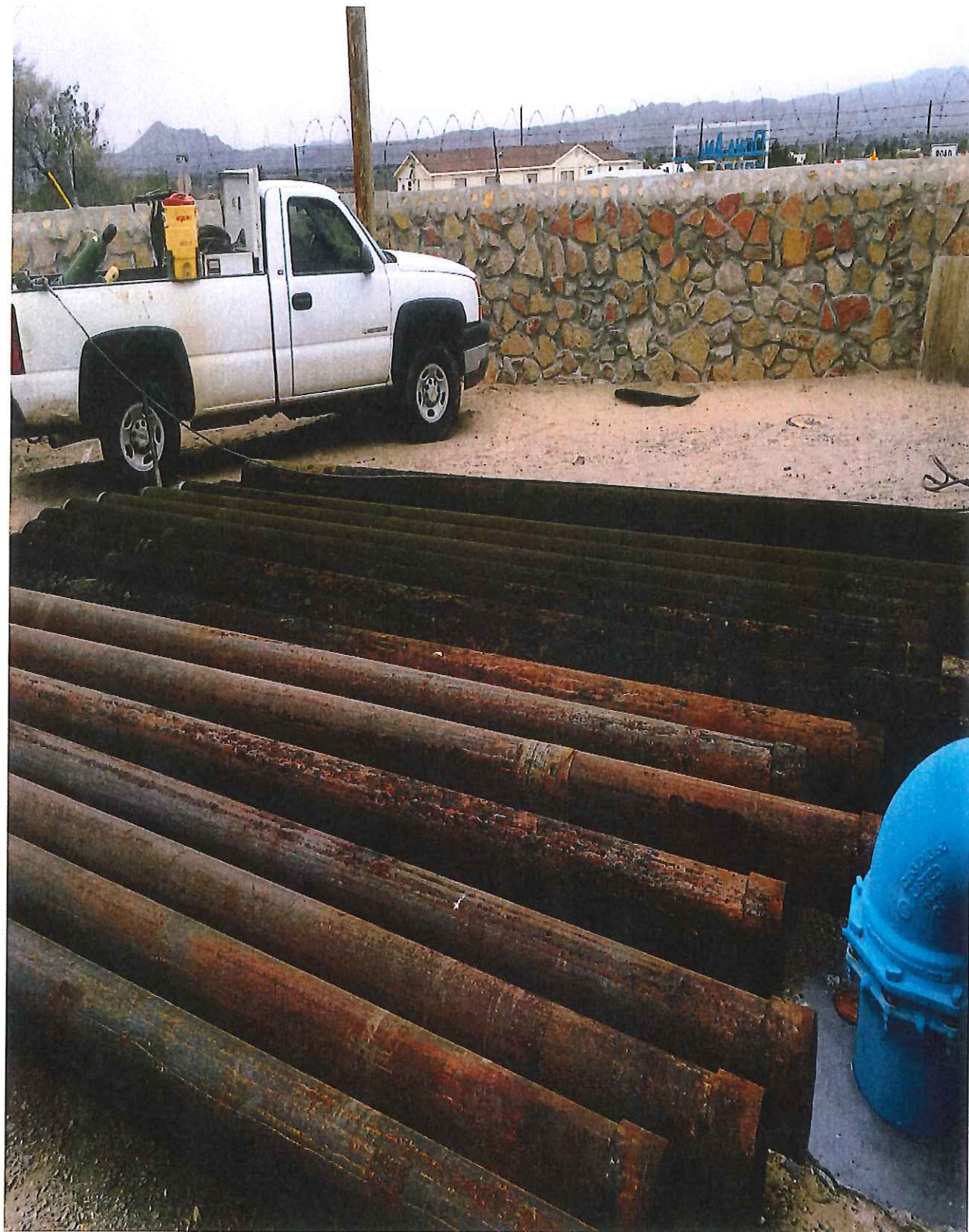


















**THIRD ADDENDUM TO  
AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE**

This Third Addendum to the Agreement of Compromise, Settlement and Release (the “Agreement”), dated March 6, 2003, as amended March 7, 2003 (First Addendum), and November 16, 2005 (Second Addendum), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Doña Ana Mutual Domestic Water Consumers Association (the “Association”) and the City of Las Cruces (the “City”).

WHEREAS, the Association and the City have already reached agreement in the Second Addendum and under the Agreement for Operation and Maintenance of Wastewater Collection System in and to the Community of Doña Ana and Surrounding Areas of November 16, 2005, which was attached as Exhibit “G” to the Second Addendum, on certain issues regarding their respective wastewater services; and

WHEREAS, events occurring since the Second Addendum to the Agreement in 2005 have made it necessary for the Association and the City to supplement their existing agreements regarding the Association delivering wastewater to the City for treatment by the City; and

WHEREAS, new developments and subdivisions within the Association’s wastewater service area are requesting wastewater collection service; and

WHEREAS, since 2003 the City has expanded its wastewater treatment plant and is interested in receiving and treating wastewater collected from the Association’s service area.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the Association and the City do hereby agree as follows:

1. **Wastewater Service Areas.** The wastewater service area boundaries located east of the Rio Grande and agreed to in the Second Addendum are hereby modified, and agreed to by the parties, as set forth in the four maps attached hereto as Figures B-1, B-2, B-3, and C, denoting the areas as “Sewer Service Areas.” The prior maps of wastewater service areas, attached to the original Settlement Agreement in 2003 and the Second Addendum in 2005, are no longer valid.



2. **Water Service Areas.** There are no further changes to the water service areas agreed to by the parties in the Second Addendum. For clarity purposes, the parties have agreed that the maps attached hereto as Figures A-1, A-2, A-3, and D accurately show the water service areas agreed to by the parties, which are located east of the Rio Grande. Prior maps of water service areas attached to the original Settlement Agreement in 2003 and the Second Addendum in 2005, are no longer valid, east of the Rio Grande.

3. **New Wastewater Service.** The agreements of the parties to date have not specifically included the City's receipt and treatment of wastewater collected by the Association from within the Association's service area for areas other than the wastewater collection system serving the community of Doña Ana and surrounding areas. That collection system is referenced in the Second Addendum dated November 16, 2005, and in the separate Agreement for Operation and Maintenance of the same date.

4. **Third Addendum.** The parties desire to use the format of the prior Agreement of Compromise, Settlement and Release to enter into this Third Addendum to the Agreement of Compromise, Settlement and Release to provide for the Association's delivery and the City's acceptance for treatment of wastewater collected by the Association from within its wastewater service area as shown on the exhibits to the Third Addendum.

5. **City Acceptance of Wastewater.** The City agrees in general to accept wastewater from the Association collection systems in addition to the system serving the community of Doña Ana, as referenced in the original Settlement Agreement and Second Addendum. The Association may identify to the City a subdivision or a defined area where the Association proposes to provide wastewater collection services. The Association will provide adequate information to the City in order for the City to evaluate the proposal. After a reasonable time for evaluation, the City will accept the proposal, unless:

A. Information provided by the Association is insufficient for the City to make a reasonable evaluation.

B. The proposal does not comply with the City's standards or reasonable conditions imposed by the City.

C. The City lacks the ability to receive the additional wastewater or to convey it to its treatment facilities.

D. The City lacks the capacity in its treatment plant to treat the additional wastewater.

Should the City reject a proposal for either of the first two reasons, the Association will be afforded the opportunity to submit additional information in order to meet the City's requirements. Should the City reject a proposal for either of the last two reasons, the City will provide a detailed explanation, with appropriate data, for its position.

6. **Permanent Treatment by City.** Once a subdivision or defined area is approved for connection for City wastewater treatment, the City becomes the permanent wastewater treatment provider and the Association becomes the permanent wastewater collection provider. These permanent arrangements for any such subdivision or defined area will not be modified without written agreement of both parties.

7. **Connection Requirements.** The City will specify its requirements that will govern all facilities connecting the Association's collection lines to the City's collection lines, and the Association shall meet those requirements or shall insure that each subdivision or area developer meets them. Special conditions for individual connections will be avoided unless absolutely necessary to address unique conditions at that location. The City and the Association shall confer and reach a reasonable resolution of any need for an oversized connection designed to meet future needs for the area. The Association may include appropriate provisions in a line extension agreement with the developer for reimbursement of such connection costs to be paid from future service additions using the same facilities. The City and Association will also reach agreement on the type, size, cost, and maintenance of a meter or meters to measure the delivered wastewater, as applicable.

8. **Service Charges.** The City shall charge the Association the appropriate tariff or its successor rate as it may be amended from time to time. The out of city limits surcharge will not apply. The current rate has a volume component as well as an access charge per month per connection. The Association will be treated as a single customer for each subdivision or area for service charges by the City, and will be billed

separately for each subdivision or area. All customers within the Association's service area will be Association customers and members of the Association.

9. **City Wastewater Development Impact Fee.** The Association will collect and remit to the City from each Association customer/member connecting to its wastewater collection system covered under this Agreement the total amount of the City's wastewater development impact fee in effect on the date of application or connection.

10. **Association Operation and Maintenance Responsibilities for Collection System:** The Association will operate and maintain its collection system, including but not necessarily limited to, the following activities:

A. Operate and maintain the collection system, vacuum stations, lift pumps, engine generator set, biofilter odor control system and chemical odor control unit, and electrical service connected therewith in accordance with applicable standards and the City's Rule for Hydrogen Sulfide (H<sub>2</sub>S Rule) approved in Utilities Board Resolution No. 11-12-006, and as amended, with monitoring points established with sufficient distance from City collection lines so as to test only Association wastewater;

B. Pretreat the collected wastewater for odor control purposes in compliance with the H<sub>2</sub>S Rule. Chemical odor control treatment must be pre-approved by the City's Utilities Department;

C. Maintain records of all chemical odor control treatment including chemical composition, chemical supplier, proof of purchase, chemical feed rates, and atmospheric H<sub>2</sub>S monitoring at a designated control point;

D. Comply with New Mexico Environment Department regulations and procedures regarding a certified wastewater operator to oversee the operation and maintenance of its collection system;

E. Pay timely the City's monthly wastewater bill, which will be based upon the City's appropriate tariff or its successor and any associated H<sub>2</sub>S fees pursuant to the City's H<sub>2</sub>S Rule, as same may be amended from time to time. The out of city limits surcharge will not apply;



F. The Association agrees to cooperate with and, within its legal capabilities, assist the County in the enforcement of Doña Ana County Ordinance No. 210-04 entitled the “Doña Ana County Amended Wastewater Ordinance”;

G. Approve all connections to its collection lines;

H. Charge the connection fees and service rates to customers that the Association approves in accordance with its usual procedures; and

I. Require that customers comply with the City’s Liquid Waste Ordinance codified as LCMC 1997, Section 28-186 through Section 28-199 and the City’s Interceptor and Grease Trap Ordinance codified as LCMC 1997, Section 28-220 through Section 28-225, and as both are amended, including requiring grease traps for all restaurants and car washes; and have all applications for wastewater services by new business reviewed by the City’s Industrial Waste Program office within the City’s Utilities Department.

11. **City Responsibilities.** The City will do the following:

A. Accept wastewater from the Association’s collection lines on a permanent basis, subject to the limitations set forth herein;

B. Process the wastewater delivered to the City by the Association on a permanent basis, subject to the limitations set forth herein; The City’s acceptance of wastewater, however, does not include any operation and maintenance or replacement responsibilities for any part of the Association’s collection system;

C. Coordinate the location of flow meter(s), alternative measuring options, or alternate billing mechanisms with Association engineers with the goal of using as few flow meters or other options as feasible. The party to this Agreement requesting any additional flow meter(s) shall be responsible for paying for the cost of providing and installing additional flow meters;

D. Read the flow meter(s) and bill the Association as applicable;

E. Maintain the flow meter(s) in proper working order as applicable; and

F. Since the City's bill to the Association will include a monthly access charge for each Association member/customer receiving wastewater treatment services by the City, the City reserves the right to verify the number of Association member/customer wastewater connections, including inspection of Association billing records and field inspections such as smoke tests.

12. **Association Treatment Facilities.** Should the Association construct its own wastewater treatment facilities east of the Rio Grande, the Association will give notice to the City of the effective date of such service. The Association can then only connect areas to its wastewater treatment facilities which, at the time of such notice, do not receive or have not been approved for wastewater treatment by the City. Under Paragraph 6 above, the City remains the permanent wastewater treatment provider for all subdivisions and defined areas then connected or approved for connection to the City's wastewater system and the Association remains the permanent wastewater collector.

13. **Liability and Insurance.**

A. The Association will provide insurance coverage for its liability exposure through an insurance policy with limits of \$1,000,000 or higher as the New Mexico Tort Claims Act requires. The Association will continue to keep this policy in effect during the term of this Third Addendum. The Association will furnish the City with proof of insurance upon execution of this Third Addendum and thereafter yearly upon request of the City, so long as the Association wastewater collection lines are connected to the City's wastewater facilities.

B. The City provides insurance coverage for its liability exposure through a self-insured public liability fund. So long as this Third Addendum is in effect, the City will maintain an adequate level of funding in that fund to cover its liabilities under the New Mexico Tort Claims Act.

C. By entering into this Third Addendum, neither party waives sovereign immunity defense or any other limitation of liability. No provision of this Third Addendum is intended to modify or waive any provision of the New Mexico Tort Claims Act.

D. No provision of this Third Addendum is intended to create in the public or any member of the public third party beneficiary status, nor to allow a third party beneficiary claim, under this Third Addendum.

14. **Return Flow Credits.** As included in the original Agreement, in the 2005 Second Addendum and in the Operation and Maintenance Agreement, the Association is entitled to a return flow credit, if any, for all Association water returned to the Rio Grande as treated effluent by the City through the City's wastewater treatment facility. The Association and the City will cooperate in the development and implementation of a City return flow plan to be approved by the Office of the State Engineer, which provides for a method for crediting the Association for return flow, to which it is entitled.

15. **Existing Agreements.** All provisions of the Agreement, which was approved in a Judgment filed on May 30, 2003, in CIV-02-122 BB/KBM, and as amended remain intact, as this Third Addendum is intended to be supplemental to those provisions and is not intended to create any inconsistency with the existing terms of the Agreement as amended. If any inconsistency exists, this Third Addendum will supersede.

16. **Association Status.** Nothing in this Third Addendum affects or modifies the Association's status as a mutual domestic water consumers association under the New Mexico Sanitary Projects Act. The Association will continue to serve only Association members and nothing herein obligates the Association to operate as a public utility.

17. **Termination of Operation and Maintenance Agreement.** The City and the Association agree that their Agreement for Operation and Maintenance of Wastewater Collection System in and to the Community of Doña Ana and Surrounding Areas, entered on November 16, 2005, is no longer needed and is hereby terminated, since they hereby agree that the provisions of this Third Addendum will apply equally to the relationship between the Association and the City regarding the wastewater collection system in and to the Community of Doña Ana and to the City's commitment herein to receive and treat wastewater from other Association collection systems, provided, however, that the City's agreement to accept additional



wastewater from the Community of Doña Ana system carries over to this Third Addendum and becomes a part thereof, as follows:

A. The City will continue to accept wastewater from the original 550 Community of Doña Ana connections. The City will accept up to 1,000,000 gallons per day (GPD) of wastewater or the capacity of the force main component of the system, whichever is less, which amount includes the GPD presently being accepted by the City from said system and the additional connections in the original core Community of Doña Ana totaling 550.

Furthermore, the Association and the City agree as to the Community of Doña Ana system:

B. There is no longer any need for any distinction between Association Project Customers and City Project Customers. The parties retain, or acquire, customers or members in accordance with the revision of their respective wastewater service areas, as defined and shown in the maps attached to this Third Addendum (Figures A-1 through A-3, B-1 through B-3, C and D).

C. The Association and the City will cooperate in the transfer of wastewater customers to the other as required by the revision of service areas comparable to the procedures set forth in Paragraph 5 through 8 of the 2003 Agreement:

- (i) All present wastewater customers whose property lies within the other party's service area shall be transferred in accordance with a transfer plan to be provided by the transferee's engineer in conjunction with the transferor's engineer. The transfer plan and its implementation shall not take longer than six (6) months to complete unless an extension for good cause to said time limit is agreed to by the parties.
- (ii) The transferor shall transfer ownership of any necessary wastewater infrastructure.
- (iii) The transferor shall provide the transferee "as built" engineering plans for infrastructure being conveyed to the other party to the extent that the transferor has such plans.
- (iv) Existing easements shall be assigned if necessary, and new easements shall be in a form similar to Exhibits B -1 and B-2 of the 2003 Agreement, and in compliance with Court's

Judgment Pursuant to Paragraph 8 of the 2003 Agreement, which Judgment was filed on February 23, 2004.

D. The parties recognize that the City is already using the County gravity line for collection of wastewater from City wastewater customers. The parties agree that this use can continue upon the Association's acquisition of the system from the County. No additional subdivisions or areas can be subsequently added by the City to this collection line without written approval of the Association. Additional wastewater from existing subdivisions which are not completely built out may be added without further approval. Wastewater sent by the City from its collection lines to the Association lines will not count against the maximum amount of wastewater the Association is allowed to send to the City for treatment (as set forth in Paragraph 17(A) herein). The Association will be allowed to send wastewater from any of its collection lines to City collection lines that currently exist and are located above, and feed into, the Community of Doña Ana collection lines.

E. It is understood that the City intends to construct new wastewater collection lines to collect wastewater from City customers so that City lines will not connect directly to County or Association collection lines. When this is completed, the provisions of part D above are no longer applicable.

18. **Permanent Agreement.** This Third Addendum, along with the original Agreement of Compromise, Settlement and Release, the First Addendum, and Second Addendum thereto, is intended by the parties to be a permanent agreement, modifiable only by further written amendment by both parties. The parties recognize that they have made, and will make, substantial concessions and investments in reliance upon these agreements and their permanence. It is for these reasons that the parties agree that neither shall employ any breach of these agreements in order to acquire the service area, service rights, business, or customers of the other.

19. **Effective Date.** The effective date of this Third Addendum is the date of its filing with the Office of the Clerk of the United States District Court for the District of New Mexico, following its approval by the United States District Judge. The effective date of the provisions herein specific to the Community of

Doña Ana system will be the date of the transfer of title of that system from the County of Doña Ana to the Association. That date will be confirmed by a letter from the Association to the City.

EXECUTED on the date first written above.

CITY OF LAS CRUCES

By: \_\_\_\_\_  
Robert L. Garza, P.E., City Manager

APPROVED:

\_\_\_\_\_  
Marcia B. Driggers  
Senior Assistant City Attorney

DOÑA ANA MUTUAL DOMESTIC  
WATER CONSUMERS ASSOCIATION

By: \_\_\_\_\_  
James F. Melton  
Board President

APPROVED:

\_\_\_\_\_  
Lee E. Peters  
Attorney for Association

By: \_\_\_\_\_  
Kurt Anderson  
Board Secretary/Treasurer





March 24, 2016

#6324963

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: TRANSMISSION WATERLINE IMPROVEMENT PROJECT ON EAST TAYLOR ROAD, DOÑA ANA MDWCA  
WTB 271

Dear Ms. Horton:

Enclosed please find the contract package for the Transmission Waterline Improvement Project on East Taylor Road, as provided under the 2015-03 contract agreement for water. This package is for data collection and design of water system improvements on Taylor Road between the intersections with Doña Ana Road and Elks Drive. The costs and scope of work presented herein are consistent with that discussed with the Doña Ana Mutual Domestic Water Consumers Association (MDWCA) on March 16, 2016.

Following Doña Ana MDWCA Board review and approval, and Doña Ana MDWCA Board President execution of the agreement, one copy should be forwarded on to the funding agency for their review and concurrence. 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 Reid', is written over a light blue circular stamp.

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

cc: Mr. Abenicio Fernandez, Project Manager

**WORKPLAN AND BUDGET**  
**SERVICES RELATING TO THE TRANSMISSION WATERLINE PROJECT ON EAST TAYLOR ROAD FOR**  
**DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION**  
**DOÑA ANA, NEW MEXICO**  
**MARCH 24, 2016**

**INTRODUCTION**

This workplan and budget is in response to the request by Doña Ana Mutual Domestic Water Consumers Association (MDWCA) to Souder, Miller & Associates (SMA) to design water system improvements on East Taylor Road between the intersections with Doña Ana Road and Elks Drive. The scope of work was provided to SMA by Ms. Jennifer J. Horton, Executive Director, on March 16, 2016 and is in concurrence with Doña Ana MDWCA ICIP. *This workplan and budget is supplemental to the workplan and budget dated March 10, 2016 for the data collection and design of approximately 17,000 linear feet of 18-inch transmission waterlines; reference to the previous design package are only in this workplan with respect to inclusion as part of the overall final design package, and then potentially continuing on into construction phase services.* The project includes the design of approximately 6,300 linear feet of 18-inch transmission waterline and related appurtenances on East Taylor Road.

The budgets for the following phases of the project 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. NMGRT will be added to each invoice at the time of billing.

<b>Lump Sum Deliverable Schedule</b>		
<b>Task</b>	<b>Submittal Description</b>	<b>Budget Requested</b>
P3T01	Field Survey and Mapping	\$14,523.00
P3T20	Preliminary Design	\$41,643.00
P4T20	Final Design	\$27,545.00
<b>Total Work Scope Cost (not including NMGRT)</b>		<b>\$83,711.00</b>

**P3T01 – FIELD SURVEY AND MAPPING**

Survey support will include professional land survey support of the project design including coordinating with utility companies to identify and incorporate existing and proposed utility locations, basic topography within the project limits; on Taylor Road between the intersections with Doña Ana Road and Elks Drive. In addition, SMA will also collect survey information for preparation of Doña Ana County (DAC) and New Mexico Department of Transportation (NMDOT) utility permits. All survey work will be directed and overseen by a New Mexico registered land surveyor. Data for all control used (recovered or set) for the project will be included in the final plans. Note that only



apparent rights-of-way will be identified; a boundary survey is not being completed at this time. Survey datum's will utilize North American (horizontal) Datum NAD 83 and North American Vertical Datum NAVD 88. Utility location information will be completed by requesting a New Mexico One-Call utility locate "for design" and subsequent surveying of the indicated utilities. *Note: SMA has not included a title search or physical utility location with associated mapping.*

#### **P3T20 – PRELIMINARY DESIGN**

Preliminary design will include engineering design services for the Doña Ana MDWCA transmission line project on Taylor Road between the intersections with Doña Ana Road and Elks Drive through approximately 60% complete. SMA will complete a plan layout, including a grading and drainage plan of the proposed improvements, notes and details for review by the Association. Plan and profile sheets will be created for all lines to be installed in public right-of-way (anticipated to be essentially the entire project). As noted above, the project includes the design of approximately 6,300 linear feet of 18-inch transmission waterline with all appropriate appurtenances, and connect to the existing water system. SMA will also keep in contact with the review agencies to ensure their respective awareness of the design progress and to expedite approval of the plans.

#### **P4T20 – FINAL DESIGN**

Final design will include revisions to the construction plans commensurate with review comments, development of a draft bid package and submittal of these items to the New Mexico Environment Department (NMED) Drinking Water Bureau and NMED Construction Programs Bureau. *This will include combining the previous design of approximately 17,000 linear feet of 18-inch transmission waterlines draft bid package.* SMA will advise the Association of any adjustments to the opinion of probable construction costs and any adjustments to the total project costs known to SMA. SMA will revise the plans and specifications and prepare a single master package for agency approval. Using this information, permit applications will be prepared. The permit applications will be provided to the Association for their use in obtaining access for the proposed water system improvements.

*Note: SMA has not included funding for application, filing or insurance fees that may be required by right of way management agencies. These fees shall be paid directly by the Owner with intended reimbursement from funding agency.*



## ATTACHMENTS

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

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 13<sup>th</sup> 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 7<sup>th</sup> day of April, 2016 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 \$83,711.00, 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 30 calendar days for P3T01 after notice to proceed is received; 60 calendar days P3T20 after notice to proceed is received; 30 calendar days for P4T20 after client and review agencies comments are received 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: Invoices will be issued on a monthly basis reflecting the percentage complete to date.

The rest of the page is intentionally left blank





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 7Apr16

OWNER: Doña Ana MDWCA  
By \_\_\_\_\_  
Type Name Mr. Jim Melton  
Title President  
Date 7Apr16

ATTEST:  \_\_\_\_\_  
Type Name Lilla J. Reid, P.E.  
Title Senior Engineer II  
Date 24Mar16

ENGINEER: Souder, Miller & Associates  
By  \_\_\_\_\_  
Type Name Karl E. Tonander, P.G., P.E.  
Title Vice-President  
Address 401 N. Seventeenth St., Ste 4  
Las Cruces, NM 88005  
Date 24Mar16

REVIEWED: FUNDING AGENCY  
NAME: \_\_\_\_\_  
By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

## Summary of Cost Proposal

**Souder, Miller & Associates**

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

---

**Project Description:** 6,300 LF Transmission Line on East Taylor Road  
**Project Number:** 6324963  
**Owner:** Doña Ana MDWCA  
**Date of Submittal:** March 24, 2016  
**Tax Rate on Services:** 8.3125%

<b>TOTALS</b>
---------------

<b>PHASE/ CATEGORY OF WORK</b>	<b>Subtotal</b>	<b>NMGRT</b>	<b>Total</b>
P3T01 - Field Survey and Mapping	\$ 14,523.00	\$ 1,207.22	\$ 15,730.22
P3T20 - Preliminary Design	\$ 41,643.00	\$ 3,461.57	\$ 45,104.57
P4T20 - Final Design	\$ 27,545.00	\$ 2,289.68	\$ 29,834.68
<b>TOTALS</b>	<b>\$ 83,711.00</b>	<b>\$ 6,958.48</b>	<b>\$ 90,669.48</b>



**EXHIBIT B.2 - COST PROPOSAL**

**Souder, Miller & Associates**

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

**DATA COLLECTION - BASIC ENGINEERING SERVICES**

Project Description: 6,300 LF Transmission Line on East Taylor Road  
 Project Number: 6324963  
 Owner: Doña Ana MDWCA  
 Date of Submittal: March 24, 2016  
 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	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech III	Eng/CAD Surv/Field Tech II	Admin II	GPS	Mileage	Expenses	Total SMA	Total Task
Billing Rate per Unit	\$ 200	\$ 180	\$ 160	\$ 120	\$ 90	\$ 85	\$ 75	\$ 65	\$ 20	\$ 0.54	\$ 1.00		
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
Task													
<b>P3T01 - Field Survey and Mapping</b>													
Client Interview / Programming		1										\$ 180	
Project Management Plan			1	2								\$ 400	
Start-Up Meeting Preparation				1				1				\$ 185	
Start-Up Meeting w/ Survey Team			1	1		1						\$ 365	
Survey Plan / Instructions			1									\$ 160	
Project Meetings	1	1	1	1		1						\$ 745	
Survey Research:												\$ -	
Utility Locations				1		2						\$ 290	
Property Ownership				4	3							\$ 750	
Data Collection			1	6	2							\$ 1,060	
Obtain Permission to Survey				1		2						\$ 290	
Perform Field Research				1		4						\$ 460	
Perform Field Survey												\$ -	
Taylor Road				1		32	32		32	60	90	\$ 6,002	
Establish Utility & R/W Location				2	3							\$ 510	
Establish Control Points						2	2			20		\$ 331	
Download Data / tins & contours				3								\$ 360	
Prepare Mapping				2		18						\$ 1,770	
Verify Accuracy of Survey			1	2							20	\$ 420	
Management and Invoicing		1						1				\$ 245	
<b>Subtotal Hours:</b>	<b>1</b>	<b>3</b>	<b>6</b>	<b>28</b>	<b>8</b>	<b>62</b>	<b>34</b>	<b>2</b>	<b>32</b>	<b>80</b>	<b>110</b>	<b>\$ 14,523</b>	<b>\$ 14,523</b>
<b>Subtotal Cost:</b>	<b>\$ 200</b>	<b>\$ 540</b>	<b>\$ 960</b>	<b>\$ 3,360</b>	<b>\$ 720</b>	<b>\$ 5,270</b>	<b>\$ 2,550</b>	<b>\$ 130</b>	<b>\$ 640</b>	<b>\$ 43</b>	<b>\$ 110</b>	<b>\$ 14,523</b>	<b>\$ 14,523</b>

**Total Cost of Data Collection Phase Services: \$ 14,523**

**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: 6,300 LF Transmission Line on East Taylor Road  
 Project Number: 6324963  
 Owner: Doña Ana MDWCA  
 Date of Submittal: March 24, 2016  
 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	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech III	Admin II	Mileage	Expenses	Total SMA	Total Task
<b>Billing Rate per Unit</b>	\$ 200	\$ 180	\$ 160	\$ 120	\$ 90	\$ 85	\$ 65	\$ 0.54	\$ 1.00		
<b>Unit</b>	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
<b>Task</b>											
<b>P3T20 - Preliminary Design</b>											
Client Interview / Programming		1								\$ 180	
Start-Up Meeting Preparation				1						\$ 120	
Start-Up Meeting w/ Design Team		1	1	1	1	1				\$ 635	
Scoping Meeting w/ NMED / Client		2	2					40		\$ 702	
Dwg / Detail Plan / Spec Outline			.1	3						\$ 520	
Project Management Plan/Coord.			1	4			1			\$ 705	
Team Meeting Preparation			1	1						\$ 280	
Design Team Meeting	1	1	2	2	2	1				\$ 1,205	
<b>Preliminary Design (Below):</b>										\$ -	
Scope of Work			1	5		10				\$ 1,610	
Survey Control			1	5		10				\$ 1,610	
Taylor Road			8	40		80				\$ 12,880	
Crossings			1	5		10				\$ 1,610	
Traffic Control			1	5		10				\$ 1,610	
Update Water Model		1			6					\$ 720	
ARV, Water Hammer, etc. calculations		1	8	6						\$ 2,180	
Coordination w/ Utility Comps				8	3				80	\$ 1,310	
R/W & Permitting Requirements		4	3	16						\$ 3,120	
In-House Quality Control		5	18							\$ 3,780	
Design Review			8	16						\$ 3,200	
Production				2		4	1			\$ 645	
Client Review Meeting(s)		4	4					40	50	\$ 1,432	
Provide OPCC			2	8						\$ 1,280	
Management and Invoicing		1					2			\$ 310	
<b>Subtotal Hours:</b>	<b>1</b>	<b>21</b>	<b>63</b>	<b>128</b>	<b>12</b>	<b>126</b>	<b>4</b>	<b>80</b>	<b>130</b>	<b>\$ 41,643</b>	<b>\$ 41,643</b>
<b>Subtotal Cost:</b>	<b>\$ 200</b>	<b>\$ 3,780</b>	<b>\$ 10,080</b>	<b>\$ 15,360</b>	<b>\$ 1,080</b>	<b>\$ 10,710</b>	<b>\$ 260</b>	<b>\$ 43</b>	<b>\$ 130</b>	<b>\$ 41,643</b>	

<b>P4T20 - Final Design</b>											
R/W & Utility Adjustment Req s			2							\$ 320	
Team Meeting Preparation		1								\$ 180	
Team Meeting		1	1	1		1				\$ 545	
Utility Coordination			3	6						\$ 1,200	
<b>Final Design (Below):</b>										\$ -	
Scope of Work				1		1				\$ 205	
Survey Control				1		1				\$ 205	
Taylor Road			8	32		64				\$ 10,560	
Crossings			1	4		10				\$ 1,490	
Traffic Control			4	4		8				\$ 1,800	
Update Technical Specifications			2	8			1		50	\$ 1,395	
Update Contract Documents			2	6			1		50	\$ 1,155	
Update OPCC			2	4						\$ 800	
Client Review Meeting			4	4						\$ 1,120	
Address Client/Agency Comments			2	8						\$ 1,280	
In-House Quality Control	1	3	16							\$ 3,300	
Design Review		4		8						\$ 1,680	
Management and Invoicing		1					2			\$ 310	
<b>Subtotal Hours:</b>	<b>1</b>	<b>10</b>	<b>47</b>	<b>87</b>	<b>0</b>	<b>85</b>	<b>4</b>	<b>0</b>	<b>100</b>	<b>\$ 27,545</b>	<b>\$ 27,545</b>
<b>Subtotal Cost:</b>	<b>\$ 200</b>	<b>\$ 1,800</b>	<b>\$ 7,520</b>	<b>\$ 10,440</b>	<b>\$ -</b>	<b>\$ 7,225</b>	<b>\$ 260</b>	<b>\$ -</b>	<b>\$ 100</b>	<b>\$ 27,545</b>	

Total Cost of Design Phase Services: \$ 69,188



**D & J PUMP AND WELL SERVICE, LLC**  
**P.O. BOX 1572**  
**2600 COLUMBUS RD SW**  
**DEMING, NM 88030**  
**PHONE 575-546-7221**  
**FAX 575-546-1433**

DATE: 04/05/16  
 CUSTOMER DONA ANA MUTUAL DOMESTIC WATER ASSOC.  
 ABENICIO FERNANDEZ  
 JOB NAME: WELL #8  
 LOCATION: DONA ANA, NM

QTY	DESCRIPTION	AMOUNT
1-----*	SIMFLO BOWL ASSY S110C 700 GPM @ 411 TDH	\$9,466.00
OR 1 *	ROBBCO BOWL ASSY 9CHE 11 STG 700 GPM @ 411 TDH	\$12,658.00

**CLEANING WELL:**

1-----	5 GAL PAIL MUD KNOX @ \$152.64 EA	\$152.64
3-----	55 GAL DRUMS ACID DESCALER @ \$3.082.00 EA	\$9,246.00
8 HRS	BRUSHING WELL @ \$125.00 HR BRUSHING W/MUD KNOX, ADDING 2 BARRELS DISCALER LET SET OVERNIGHT	\$1,000.00
8 HRS	BRUSHING WELL @ \$125.00 HR FOLLOWING DAY, ADD 1 BARREL OF DISCALER & BRUSH	\$1,000.00
1 DAY	WITH AIR COMPRESSOR \$500.00 DAILY (8 HRS MINIM). (IF NEEDED.)	\$500.00

**ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATIONS INVOLVING  
 EXTRA COSTS WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE CONTRACT.**

5 TO 7 DAYS DELIVERY

**THANK YOU**

SIGNATURE:  
 DATE:

Simflow Bowl →	\$ 9,466.00
	152.64
	9,246.00
	1,000.00
	1,000.00
	500.00
	<hr/>
TOTAL →	\$ 21,364.64