



*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 July 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 06-16-2016 Regular Meeting

### **Approval of New Members & Meters**

#### **Customer Issues and Public Input**

2. Jacob Kurian

*Public Input will be limited to 3 minutes per person*

### **Board President Report**

#### **Staff Reports**

3. Executive Director

#### **New Business**

None

#### **Consent Agenda**

None

#### **Unfinished Business**

4. Approval of appointment of Justin Sparks as the District 3 Board Member
5. Oath of Office
6. Approval of Contract 6324322 for 2015 Force Main Wastewater System Improvement, Construction Phase to Souder, Miller & Associates
7. Approval of Legal Services Agreement with Watson Smith, LLC
8. Approval of USDA Form 1780-7 Legal Services Agreement with Watson Smith, LLC

#### **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
  - a. State Engineer permit for Radium Springs well
  - b. Potential new applications affecting water rights.

- c. State Engineer permit appeal at Picacho Hills
2. Litigation and Threatened Litigation
  - a. Status of Westmoreland and Moongate lawsuits
3. Limited Personnel Matters

Take action, if any on closed session items

### **Legal Update**

9. Status of Westmoreland lawsuit
10. Status of Moongate lawsuit
11. Status of pending water rights applications
12. 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 Stephanie Nelson at (575) 526-3491 on the Tuesday prior to the meeting or as soon as possible.*



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The following are the minutes of the Regular Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors, June 16, 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 Melton called the meeting to order at 9:00 A.M. and called roll:

Vice President- Jamie Stull, Present

Board Member- Raymond Ponteri, Present

Secretary/ Treasurer- Kurt Anderson, Excused Absence

### **Others in Attendance:**

Executive Director- Jennifer Horton,

Attorney Lee Peters,

Community Members- Nancy Simmons, Bob Crowley, and Jim Hayhoe

### **Approval of Agenda**

Mr. Stull moved to approve the agenda for the June 16, 2016 Regular Board Meeting 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 3-0.

### **Minutes**

Mr. Stull moved to approve the Regular Board Meeting Minutes of June 2, 2016 as presented; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. Mrs. Horton advised there are a few grammatical errors that need to be corrected. Mr. Peters confirmed these and requested Item Seven, Infrastructure Capital Improvement Plan (ICIP) discussion be reworded as it was a bit confusing. Mrs. Horton agreed this can be updated to provide more clarification. Mr. Ponteri advised he would like the record

updated under the Open Discussion involving possible allegations from a community member to reflect the fact these were only hypothetical statements not actual allegations. The Board confirmed all updates will be documented. Mr. Ponteri inquired if the Secretary/Treasurer evaluates the meeting minutes prior to them being submitted to the Board. Mrs. Horton advised at this time she currently reviews the minutes and Mr. Melton usually provides insight as well. Mr. Ponteri suggested it would be good practice for the Association to have the minutes reviewed by the Secretary/Treasurer. Mr. Stull moved to approve the Regular Board Meeting Minutes of June 2, 2016 with the modifications; the motion was seconded by Mr. Ponteri. The Chair called for a vote on the motion; the motion carried by roll call vote 3-0.

### **New Members & New Meters**

Mr. Stull moved to approve the New Members and New Meters list as presented for June 2016; the motion was seconded by Mr. Ponteri. The Chair called for discussion of the motion. Executive Director Jennifer Horton advised there are seventeen (17) names on the list consisting of nine (9) new members, four (4) new meters, and one (1) new sewer connection. The Chair called for a vote on the motion; the motion carried by roll call vote 3-0.

### **Customer Issues and Public Input**

No Customer Issues or Public Input

### **Board President Report**

Mr. Melton reported it has been a relatively quiet two weeks.

### **Staff Reports**

#### **Executive Director**

See Attachment A

## **New Business**

No New Business

## **Unfinished Business**

Mr. Ponteri moved to approve Item Three (3) Approval of Contract 6323693 for District Five (5) Water Project, Construction Administration and Observation to be awarded to Souder, Miller and Associates (SMA); the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Mrs. Horton advised this is the second portion of the construction observation for crews to be on site in District 5. This contract is to approve the additional days due to the complexity of the project and the additional time that was given to contractor for construction time. The estimated cost for this is \$120,000; accounting for two to three crews on site with observation taking place at multiple locations. This project is ready to proceed with all bonding in place. The Environment Department is currently reviewing the contract with General Hydronics. We are slated to begin as early as July 1<sup>st</sup> with as late as the end of July. Mr. Crowley asked if this is the project that will be digging in to Anthem Road. Mrs. Horton confirmed this is that project and will be scheduling a meeting the neighborhood association to tag the landscaping they wish to have preserved. The Chair called for a vote on the motion; the motion carried by roll call vote 3-0.

Mr. Ponteri moved to approve Item Four (4) the Approval of Contract 6324416 Wastewater Vacuum Station Building Project, Construction Phase, to Souder, Miller, and Associates; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Mrs. Horton explained this is a project involving two contracts; the vacuum station building contract and the proposal of the force main contract that will be presented in the next Regular Board Meeting. The vacuum station project is already funded at almost \$700,000 via Colonias Infrastructure through NMFA, and consists of fabricating building to house the vacuum station equipment; which is a pressure system for the sewer. In order to make

this immediately a viable project the Board will have to consider funding the second contract for constructing the force main from the vacuum station connecting to the City of Las Cruces. The completion of these two contracts would allow for better funding in the future and allow connection as soon as both projects are completed. The Chair called for a vote on the motion; the motion carried by roll call vote 3-0.

### **Legal Update**

#### **Westmoreland Case and Moongate Case Status:**

Mr. Peters advised it has been a fairly quiet few weeks for his office as well. At this time there has not been any action on the Westmoreland Case or the Moongate Case; which are currently in the hands of Judge Arrieta.

#### **General Legal Update:**

We do have pending water rights applications under appeal for various parts of our system. The water rights application under appeal associated with the Picacho Hills system pertain to amount of vest water rights that were granted in the most recent permit. This appeal is scheduled for a prehearing examination with the Office of the State Engineer on July 12<sup>th</sup>. The prehearing is to set out a schedule for the hearing if we are not able to reach a settlement. The hearing is expected to begin in early 2017 should a settlement not be reached. Mr. Peters along with Picacho Hills Development Company, has sent a discovery request to the Office of the State Engineer (OSE) asking how they made their calculations of the vested water use in the Picacho Hills system. However, the attorneys for the OSE missed the deadline for the discovery request. Mr. Peters will be following up with the OSE attorneys to inquire why they were not in compliance with the deadline.

### **Adjournment**

Mr. Stull moved to adjourn at 9:41 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 3-0.

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Kurt Anderson  
Secretary/ Treasurer

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Date

DRAFT

New Meters		JUNE 2016		06/30/2016				Total
Name	Address	Tap In Fee	Water Rights	Membership	Tax	Sewer	Other Fees	Fees
Tierra Del Sol	4306 Paseo Del Oro	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.33			\$ 3,245.00
Desert View Homes	2893 Borroughs	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.33			\$ 3,245.00
Desert View Homes	2924 Borroughs	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.33			\$ 3,245.00
Desert View Homes	2918 San Miguel	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.33			\$ 3,245.00
Desert View Homes	2906 San Miguel	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.33			\$ 3,245.00
Desert View Homes	2942 San Miguel	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.33			\$ 3,245.00
Desert View Homes	2904 San Elizario	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.33			\$ 3,245.00
Fernando Corona	725 W. Taylor Rd.	\$ 1,312.03	\$ 1,750.00	\$ 75.00	\$ 171.00		\$ 383.00	\$ 3,691.03
Jeanette Melon	1110 Gold Ct.			\$ 75.00	\$ 3.75			\$ 78.75
Charles Steven	4510 Sells Place	\$ 1,271.28	\$ 1,750.00	\$ 75.00	\$ 176.11		\$ 526.00	\$ 3,798.39
Maria Garcia	4343 Paseo Del Oro			\$ 75.00	\$ 3.75			\$ 78.75
Rick Morales	4798 Northwind Rd							EM
Betty L. Martin	1490 Vista Del Valle			\$ 75.00	\$ 3.75			\$ 78.75
William Forsyth	2896 La Union Ct.			\$ 75.00	\$ 3.75			\$ 78.75
Ramona Esparza	4410 Valle De Luz			\$ 75.00	\$ 3.75			\$ 78.75
Bonnie Futterman	5477 Las Laureles			\$ 75.00	\$ 3.75			\$ 78.75
Rosa Saldivar	4423 Valle De Luz			\$ 75.00	\$ 3.75			\$ 78.75
Walter Butler	1865 Tejean Trail	\$ 1,312.03	\$ 1,750.00	\$ 75.00	\$ 156.85			\$ 3,293.88
LouAnn Womble	6398 Zorro Trail	\$ 1,312.03	\$ 1,750.00	\$ 75.00	\$ 156.85			\$ 3,293.88
Ed Watson	215 Horseshoe Circle			\$ 75.00	\$ 3.75			\$ 78.75
Laurel Weathersbee	12315 Ft Mc Rae			\$ 75.00	\$ 3.75			\$ 78.75
Michael S. Gaudy	191 Gypsy Rd			\$ 75.00	\$ 3.75			\$ 78.75
Lucy Gurrola	2817 San Elizario			\$ 75.00	\$ 3.75			\$ 78.75
Michelle Moody	5481 Camino De Flores			\$ 75.00	\$ 3.75			\$ 78.75
Andrew Moya	3783 Vaquero Place			\$ 75.00	\$ 3.75			\$ 78.75
Maria D Rueda Ramirez	2916 La Union Ct			\$ 75.00	\$ 3.75			\$ 78.75
William Cole Salopek	5581 Redfox Rd							EM
<b>Totals</b>		<b>\$ 14,592.06</b>	<b>\$ 19,250.00</b>	<b>\$ 1,350.00</b>	<b>\$ 1,793.62</b>	<b>\$ -</b>	<b>\$ 909.00</b>	<b>\$ 37,894.68</b>



**Request to Address the Board of Directors**

Account # 03-03400-03

Date: 6-24-16

Name: JACOB KURIAN

Time: 10:17 AM

Address: PO Box 4748, Las Cruces

Phone: 575-993-1628  
522-2450

Service Location: 760 Sunbarnet, Las Cruces, NM 88007

I, Jacob Kurian, request to be heard at the next regular monthly Board of Directors Meeting. I would like to address the Board of Directors on the following concerns:

Regarding the outrageous water bill received back in Sept 2015.

I understand that this office will contact me, by phone no later than the Monday before the meeting scheduled on July 7, 2016, with an approximate time to appear before the Board of Directors,

[Signature]  
Customer Signature

[Signature]  
Doña Ana Water Representative

**Please attach the following:**

- Form BA-1.0 (if applicable)
- Form MT-1.0 (If applicable)
- Form MTP-1.0 (If applicable)
- Form PT-1.0 (if applicable)
- Customer Usage History
- Copy of Initial Work Order (if applicable)
- Copy of Second Work Order (if applicable)
- Copy of Meter Test Results
- Determination  No Adjustment  Adjustment

**Please track the following:**

- Name: \_\_\_\_\_
- Date: \_\_\_\_\_ Acct. # \_\_\_\_\_
- Meter # \_\_\_\_\_
- Last Reading: \_\_\_\_\_
- Meter sent for testing (if applicable)
  - Test Results \_\_\_\_\_ (if applicable)
  - Sent for Board Consideration  Yes  No
  - Copy of Determination Letter Mailed to Customer
- Date Letter mailed: \_\_\_\_\_



Dona Ana MDWCA

# Account Transaction Report

**03-03400-03**  
KURIAN, JACOB  
P.O. BOX 4748  
LAS CRUCES, NM 88003

**Service Address: 760 SUNBONNET LN LOT 10**

Balance Due: 437.87

Date	Transaction	Packet Number	Receipt No.	Transaction Description	Amount	Balance
6/20/2016	Cutoff Exclusion	UBPKT01516		CUTOFF EXCLUSION Billing Criteria: UBPKT012	0.00	437.87
6/20/2016	Memo	UBPKT01516		CUTOFF POSTED Billing Criteria: UBPKT01240	0.00	437.87
6/14/2016	Payment	Batch:B00001868	R00044476		-36.30	437.87
6/1/2016	Bill	UBPKT01405		BILL 4/9/2016 - 5/9/2016	36.30	474.17
5/20/2016	Cutoff Exclusion	UBPKT01364		CUTOFF EXCLUSION Billing Criteria: UBPKT01C	0.00	437.87
5/20/2016	Memo	UBPKT01364		CUTOFF POSTED Billing Criteria: UBPKT01097	0.00	437.87
5/16/2016	Payment	Batch:B00001709	R00041314		-36.30	437.87
4/29/2016	Bill	UBPKT01240		BILL 3/10/2016 - 4/9/2016	36.30	474.17
4/20/2016	Cutoff Exclusion	UBPKT01227		CUTOFF EXCLUSION Billing Criteria: UBPKT009	0.00	437.87
4/20/2016	Memo	UBPKT01227		CUTOFF POSTED Billing Criteria: UBPKT00927	0.00	437.87
4/15/2016	Payment	Batch:B00001528	R00036860		-36.30	437.87
3/31/2016	Bill	UBPKT01097		BILL 2/9/2016 - 3/10/2016	36.30	474.17
3/28/2016	Miscellaneous Adjustm	UBPKT01132			36.75	437.87
3/21/2016	Cutoff Exclusion	UBPKT01061		CUTOFF EXCLUSION Billing Criteria: UBPKT007	0.00	401.12
3/21/2016	Memo	UBPKT01061		CUTOFF POSTED Billing Criteria: UBPKT00774	0.00	401.12
3/14/2016	Payment	Batch:B00001328	R00032446		-36.30	401.12
2/29/2016	Bill	UBPKT00927		BILL 1/10/2016 - 2/9/2016	36.30	437.42
2/22/2016	Cutoff Exclusion	UBPKT00913		CUTOFF EXCLUSION Billing Criteria: UBPKT006	0.00	401.12
2/22/2016	Memo	UBPKT00913		CUTOFF POSTED Billing Criteria: UBPKT00648	0.00	401.12
2/16/2016	Payment	Batch:B00001157	R00028526		-28.97	401.12
1/29/2016	Bill	UBPKT00774		BILL 12/11/2015 - 1/10/2016	28.97	430.09
1/22/2016	Cutoff Exclusion	UBPKT00748		CUTOFF EXCLUSION Billing Criteria: UBPKT005	0.00	401.12
1/22/2016	Memo	UBPKT00748		CUTOFF POSTED Billing Criteria: UBPKT00536	0.00	401.12
1/15/2016	Payment	Batch:B00000978	R00024203		-36.30	401.12
12/31/2015	Bill	UBPKT00648		BILL 11/11/2015 - 12/11/2015	36.30	437.42
12/29/2015	Cutoff Exclusion	UBPKT00632		CUTOFF EXCLUSION Billing Criteria: UBPKT004	0.00	401.12
12/29/2015	Memo	UBPKT00632		CUTOFF POSTED Billing Criteria: UBPKT00441	0.00	401.12
12/14/2015	Payment	Batch:B00000791	R00020089		-36.30	401.12
11/30/2015	Bill	UBPKT00536		BILL 10/12/2015 - 11/11/2015	36.30	437.42
11/25/2015	Cutoff Exclusion	UBPKT00541		CUTOFF EXCLUSION Billing Criteria: UBPKT003	0.00	401.12
11/25/2015	Memo	UBPKT00541		CUTOFF POSTED Billing Criteria: UBPKT00322	0.00	401.12
11/19/2015	Payment	Batch:B00000673	R00016597		-20.24	401.12
10/30/2015	Bill	UBPKT00441		BILL 9/12/2015 - 10/12/2015	20.24	421.36
10/20/2015	Cutoff Exclusion	UBPKT00404		CUTOFF EXCLUSION Billing Criteria: UBPKT001	0.00	401.12
10/20/2015	Memo	UBPKT00404		CUTOFF POSTED Billing Criteria: UBPKT00183	0.00	401.12
10/15/2015	Payment	Batch:B00000471	R00012211		-20.24	401.12
9/30/2015	Bill	UBPKT00322		BILL 8/13/2015 - 9/12/2015	20.24	421.36
9/24/2015	Cutoff Exclusion	UBPKT00304		CUTOFF EXCLUSION Billing Criteria: UBPKT001	0.00	401.12
9/24/2015	Memo	UBPKT00304		CUTOFF POSTED Billing Criteria: UBPKT00183	0.00	401.12
9/21/2015	Penalty	UBPKT00304		PENALTY Billing Criteria: UBPKT00183	36.47	401.12
9/21/2015	Penalty Notice Printed	UBPKT00304		LATE NTOICE	0.00	364.65
9/11/2015	Payment	Batch:B00000262	R00006113		-63.73	364.65
8/31/2015	Bill	UBPKT00183		BILL 7/14/2015 - 8/13/2015	428.38	428.38
8/17/2015	Payment	Batch:B00000145	R00003855		-63.73	0.00
7/27/2015	Bill	UBPKT00057		BILL 6/16/2015 - 7/14/2015	63.73	63.73

Balance Due for Account 03-03400-03: 437.87

Account Service Maintenance

Close Form | Add Item | Print Screen | Service Orders

03-03400-03

JACOB KURIAN

760 SUNBONNET LN LOT 10 LAS CRUCES NM 88007

General | Readings | Billing History | Consumption History | Service Orders | Service Actions | Notes | User Defined

View Style: Grid [Print]

Bill Date	Bill Type	Class Code	Rate Code	Meter Group	Begin Read	End Read	Billed Consumpti	Metered Consum	Demand Consum	KVAR Consumpti	Total Dollars
7/27/2015	Regular	RESIDENTIAL	NRR	Water	276,223.00	290,514.00	14,291	14,291	0.00	0.00	63.28
8/31/2015	Regular	RESIDENTIAL	NRR	Water	290,514.00	380,835.00	90,321	90,321	0.00	0.00	425.65
9/30/2015	Regular	RESIDENTIAL	NRR	Water	380,835.00	381,045.00	210	210	0.00	0.00	20.21
10/30/2015	Regular	RESIDENTIAL	NRR	Water	0.00	7.00	7	7	0.00	0.00	20.21
11/30/2015	Regular	RESIDENTIAL	NRR	Water	7.00	7,169.00	7,153	7,153	0.00	0.00	36.06
12/31/2015	Regular	RESIDENTIAL	NRR	Water	7,169.00	14,536.00	7,376	7,376	0.00	0.00	36.06
1/29/2016	Regular	RESIDENTIAL	NRR	Water	14,536.00	19,187.00	4,651	4,651	0.00	0.00	28.82
2/29/2016	Regular	RESIDENTIAL	NRR	Water	19,187.00	26,210.00	7,023	7,023	0.00	0.00	36.06
3/31/2016	Regular	RESIDENTIAL	NRR	Water	26,210.00	33,799.00	7,589	7,589	0.00	0.00	36.06
4/29/2016	Regular	RESIDENTIAL	NRR	Water	33,799.00	41,047.00	7,248	7,248	0.00	0.00	36.06
6/1/2016	Regular	RESIDENTIAL	NRR	Water	41,047.00	49,364.00	7,317	7,317	0.00	0.00	36.06
Average							13,926	13,926	0.00	0.00	

Douglas Roby  
3501 Mesilla Hills Dr.  
Las Cruces, NM 88005

Service Requested by: Dona Ana Mutual Domestic  
PO Box 866  
Dona Ana, NM 88032

Invoice No. 15343  
Date: 09/28/15

Service Performed on: 09/23/15 PO No.

<u>Parameter</u>	<u>Test Results</u>	<u>Cost</u>
760 Sunbonnet lot 10 Neptune #1830362830	No error @15 gpm 2% Fast @ 2 gpm	

1% Fast means that for every 1000 gallons of water measured by the meter, the customer receives 990 gallons of water. 1% slow means that for every 1000 gallons of water measured, the customer receives 1010 gallons.



# DAMDWCA Customer Service Department

## Report

7 July 2016

### I. Billing:

1. Billings was submitted to Postal Pros, on Wednesday June 29, 2016 and approved on Wednesday June 30, 2016. Statements and the summer newsletter should be mail out on or before Friday July 1, 2016. .

### II. Penalties:

1. Penalties for June totaled: \$7,600.06
2. Penalties will be processed on Friday July 15, 2016.

### III. Disconnects:

1. On Tuesday, June 21, 2016 we disconnected accounts for non-payment. A total of 72 accounts were up for disconnection. A total of 51 were disconnected.

Dona Ana: 43

Ft. Selden: 4

Picacho Hills: 3

Fairview: 1

Previously Locked: 4

Paid prior to disconnection: 13

Removed due to billing issues: 4

2. Total Reconnections for June 2016: 47
3. Disconnects are scheduled for Thursday, July 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 April 21, 2016: 4, 351

II. Total number of Connections as of June 30, 2016: 5,609

# Operations Manager's Report

July 2016

## Report for July 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.
- There were 11 new water services installed within the Doña Ana MDWCA System.
- Repaired 6 service leaks/angle valves in the D.A. service area.
- New Flow Meter installed at Well #5, begin reading started 6/30/16.
- Tejean Trail water line extension has continued due to other emergencies.
- Completed Consumer Confidence Report for Doña Ana MDWCA.
- Sanitary Survey was conducted by Ernest Valenzuela, NMED throughout the Doña Ana/Fort Selden area wells.
- Routine Nitrate samples were collected throughout the Doña Ana wells.
- Inventory has been completed as of 6/30/16.

### **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.
- There was 0 new water service installed within the Ft. Selden Water System.
- Repaired 2 service leak/angle valves
- Sanitary Survey was conducted by Ernest Valenzuela, NMED throughout the Fort Selden area wells.
- Radium Springs Community Center 2" water service for the landscape was repaired, residents were notified and work completed within the prescribed time.
- Pressure tests have been conducted at several locations for Souder Miller & Assoc.
- Evaporative vents for the chlorinating room have been serviced.
- Well #11 Cl<sub>2</sub>, (Chlorine) lines have been plumbed in Chlorine Room.

### **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.
- There was 1 new service installed in Picacho Hills.
- Repaired 4 service leaks/angle valves.
- All operations Staff attended training on how to work and service the Head Works Station.
- Operators have connected a permanent potable water line to the Head Works.
- All monthly monitoring samples collected and sent to lab at wastewater plant.
- Adjusted the Pressure Reducing Valve on Barcelona Ridge and has been set and monitored to 80 PSI.
- Willow Subdivision Project has been completed in regards to pressure tests on sewer lines and hydrant flows.
- Completed Consumer Confidence Report for Picacho Hills Utility Company.

### **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.
- There were no new water services installed within the Fairview Estates Water System.
- Completed Consumer Confidence Report for Fairview Estates Water System.

**Respectfully Submitted,**  
**Orlando Parra**  
**Operations Manager**

# **PROJECT MANAGERS REPORT 7/7/2016**

## **PICACHO HILLS PROJECTS**

### **TANK @ PICACHO HILLS**

- Bids for the project were opened on May 10, 2016 and the low bidder was General Hydronic's Inc. The contractor completed the Stormwater Pollution Prevention Plan (SWPPP) and the Notice of Intent (NOI) will become active on July 11, 2016. Construction is scheduled to begin on July 11, 2016 with a readiness for final payment on April 7, 2017

### **DISTRICT 5 WASTEWATER DISCHARGE PERMIT**

- Our discharge permit was submitted to New Mexico Environmental Department (NMED) Ground Water Quality Bureau (GWQB) for review and approval in October 2015.. However, NMED has indicated that review and/or approval of the permit could extend up to 12 months.

### **DISTRICT 5 HEADWORKS**

- Morrow Enterprises recently completed the new headworks at the wastewater plant and a substantial completion walk through was conducted on June 24, 2016.

## **FAIRVIEW PROJECTS**

### **Fairview Water**

- Construction for the project commenced on January 25, 2016. A walk through was conducted on June 28, 2016 with NMDOT and Dona Ana County to address any concerns that they had with the project. Minor issues were addressed by both agencies with the contractor. The Contractor is in the process of taking Bac-T samples so that the project can be finalized. Substantial completion is scheduled for July 13, 2016 with readiness for final payment on July 15, 2016.

### **Fairview Water II**

- SMA is working with Morrow Enterprises on four test locations along the proposed project route to verify the location of existing utilities. Currently the engineer and contractor are waiting on an approved permit from NMDOT, a permit is expected sometime the week of June 27, 2016.

## **DONA ANA PROJECTS**

### **South East Collection**

- SMA is currently finalizing bidding documents and the easement and permit for the force main portion of the project. The vacuum station building permit is ready to be release once a contractor for the project has been selected. The project should be advertised for bid in the next 45 days.

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

- Still pending legal matters

### Railroad Crossings

- The Railroad Crossing Project was completed on June 9, 2016. However, due to concerns regarding several of the invoices received from BNSF Railroad the final pay application has not been submitted. Once the concerns with the railroad invoices have been addressed the project will be finalized and closed out.

### Well #8

- The rehab of well 8 has been completed by D & J Pump. However, there are a couple of follow up items to be resolved during the week of July 4, 2016.

### Transmission Waterlines

- Preliminary design for the transmission waterline project located on Valley Drive, Taylor Road has completed. DAMDWCA along with other agencies are currently reviewing the plan and will submit comments back to SMA by July 8, 2016. This project is still on schedule to be under construction in fall 2016.

## **RADIUM SPRINGS**

### Radium Springs Water

- SMA will submit the preliminary design to DAMDWCA by July 29, 2016 for review

### Well #11

- The new Well #11 project is complete and the well has been developed. All components of the well have been installed and tested with our SCADA system. DAMDWCA is in the process of submitting the required permit to NMED for final water quality samples in order to connect the new well to the system.

## **MISCELLANIOUS PROJECTS**

### SCADA Implementation Project

- On June 13, 2016 we attended a punch list item walk through with the Contractor, SMA, and our funding agency to address any missing items. Since the walk through, all items have been addressed except for the replacement of the damaged flow meter in well #5 and the missing VFD in well 7. The VFD has been ordered and will take approximately 3 weeks to arrive. Once all items have been addressed a final walk through will be conducted and the project will be complete and closed out.

### GIS Mapping



- There are no updates to this project since the last report.

July 2, 2016

Doña Ana Mutual Domestic Water Consumers Association  
Board of Directors  
5535 Ledesma Drive  
Las Cruces, NM 88007

RE: Letter of Interest for District 3 Vacancy

Members of the Board,

I would like to express my interest in serving on the Board of Directors for Doña Ana Mutual Domestic Water Consumers Association in District 3. I have been a member of the Association since 2010 and believe that I can be an asset to the Board and the Association. I have over 20 years of experience in the utility construction industry in both water and wastewater. As the Superintendent of one of the larger utility contractors in the area I believe that I can use my experiences in the industry to make meaningful contributions to the Association. The contractor that I am employed by has worked on a number of projects in various locations throughout the system and this have given me good insight to the inner workings of the Association. While I do work a full time job I have the flexibility that will allow me to make the time commitment that is necessary to fulfill the responsibilities of the position.

I look forward to hearing from you. If you have any questions, please contact me at (575) 993-1357.

Sincerely,

Justin Sparks

A handwritten signature in blue ink that reads "Justin H. Sparks". The signature is written in a cursive style with a large, sweeping initial "J".



*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*

## **OATH OF OFFICE**

STATE OF NEW MEXICO                    )  
                                                   SS.  
 COUNTY OF DOÑA ANA                 )

I, Justin Sparks, having been elected to the Board of Directors of the Doña Ana Mutual Domestic Water Consumers Association do solemnly swear that I will support the Constitution of the United States and the constitution and laws of the State of New Mexico, and will faithfully and impartially discharge the duties of this office to the best of my ability.

\_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_



June 9, 2016

#6324322

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](mailto:jennifer@dawater.org)

RE: 2015 FORCE MAIN WASTEWATER SYSTEM IMPROVEMENT PROJECT, DOÑA ANA MDWCA  
CONSTRUCTION PHASE SERVICES

Dear Ms. Horton:

Enclosed please find the construction phase services contract package for the 2015 Force Main Wastewater System Improvement Project, as provided under the 2015-02 contract agreement for wastewater. The costs and scope of work presented herein are consistent with that discussed with the Doña Ana Mutual Domestic Water Consumers Association (MDWCA).

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 that reads 'Marty Howell'.

Marty Howell, P.E.  
Senior Engineer II  
[marty.howell@soudermiller.com](mailto:marty.howell@soudermiller.com)

A handwritten signature in blue ink that reads 'Lilla J. Reid'.

Lilla J. Reid, P.E.  
Senior Design Manager  
[lilla.reid@soudermiller.com](mailto:lilla.reid@soudermiller.com)

cc: Mr. Abenicio Fernandez, Project Manager

**WORKPLAN AND BUDGET**

**SERVICES RELATING TO THE WASTEWATER SYSTEM IMPROVEMENTS FOR THE 2015 FORCE MAIN PROJECT  
DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION**

**DOÑA ANA, NEW MEXICO**

**JUNE 9, 2016**

This workplan and budget is in response to the request by Doña Ana Mutual Domestic Water Consumers Association to Souder, Miller & Associates (SMA) for construction phase services of the force main between the southeast collection vacuum station and the existing force main. The scope of work was provided to SMA by Ms. Jennifer J. Horton, Executive Director. The project includes the construction phase services of approximately 2,100 linear feet of force main.

The budgets for this phase of the project will use a combination of lump sum (fixed fee) and time and materials billing methods depending on how well defined the scope is for each item. The single task to be billed using a time and materials format will include an itemized breakdown of individual charges. The tasks to be billed on a lump sum basis will have an invoice that will not include an itemized breakdown of charges. However, invoices will be issued on a monthly basis reflecting the percentage complete to date.

<b>Lump Sum Deliverable Schedule</b>		
<b>Task</b>	<b>Description</b>	<b>Budget Requested</b>
P5T01	Bid Administration	\$7,932.00
P6T01	Construction Administration	\$10,186.00
P7T01	Closeout / Record Drawings	\$7,192.00
<b>Total Workplan Cost (not including NMGRT)</b>		<b>\$25,310.00</b>

<b>Time and Materials Deliverable Schedule</b>		
<b>Task</b>	<b>Description</b>	<b>Budget Requested</b>
P6T10	Resident Project Representative	\$30,053.00
<b>Total Workplan Cost (not including NMGRT)</b>		<b>\$30,053.00</b>

**P5T01 - BID ADMINISTRATION**

Bid administration includes activities associated with a single round of bidding for the proposed project. These services will include preparation and distribution of a maximum of ten (10) bid packages and posting of an electronic bid via the SMA web site, conduct at a pre-bid conference and bid opening to be held at Doña Ana MDWCA office, answering contractor (bidder) questions, review, preparation of a bid tabulation and documentation of bids received by the Association. SMA will examine the bid packages received for completeness including verifying that the contractors are properly licensed and will verify the references for the low bidder. SMA will then make a written recommendation to the owner for the award of the construction contract. *Please note that hard copy bid package preparation beyond 10 packages, which would be entirely elective, may result in additional fees.*

**P6T01 - CONSTRUCTION ADMINISTRATION**

Upon written authorization from Doña Ana MDWCA, SMA shall:

1. Consult with the Association and act as the Association's representative. All of the Association's instructions to the contractor will be issued through SMA who shall have authority to act on behalf of the Association in dealings with the contractor to the extent provided in this workplan of the construction documents.
2. As project representative, conduct in a pre-construction conference prior to commencement of work at the site.
3. Make visits to the site as detailed in the agreement, to observe the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and observations, SMA shall determine in general if such work is proceeding in accordance with the contract documents and technical specifications and shall keep the Association informed of the progress of the work.
4. Issue necessary clarifications and interpretations of the contract documents and technical specifications as appropriate. SMA may issue field orders authorizing minor variations from the requirements of the contract documents and technical specifications.
5. Recommend change orders and work change directives as detailed in the agreement.
6. Review and approve submittals and other data that the contractor is required to submit, but only for conformance with the information in the contract documents and compatibility with the design concept of the project as a functioning whole. Such reviews and approvals will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. SMA will verify and document contractor submittals are in accordance with the technical specification, material received is per the submittals, material installed, tested and measured per the technical specifications.
7. Based on review of applications for payment and accompanying support documentation, 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 contractors' being entitled to such payment appear to have been fulfilled in as so far as it is SMA's responsibility to observe the work.
8. Following notices from contractor that the entire work is ready for its intended use, in company with the Association, review agency, and contractor, SMA will conduct an inspection to determine if the work is substantially complete. If, after considering any objections of the Association, SMA considers the work substantially complete; SMA shall deliver a certificate of substantial completion to the Association, review agency, and contractor.

**P6T10 - RESIDENT PROJECT REPRESENTATIVE**

Upon written authorization from Doña Ana MDWCA, SMA shall:

1. Participate in a pre-construction conference prior to commencement of work at the site.

2. Provide the services of a resident project representative / observer at the construction sites on a full-time basis for the estimated construction schedule of 45 calendar days (approximately 35 working days).
3. Make daily site visits in order to observe the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and observations, SMA shall determine in general if such work is proceeding in accordance with NMSSPWC, contract documents and technical specifications (including documentation of field quality control requirements) and shall keep the Association informed of the progress of the work.
4. Verify the quantities in applications for payment and accompanying support documentation and advise of the amounts that the contractor should be paid. SMA will verify and document contractor submittals are in accordance with the technical specification, material received is per the submittals, material installed, tested and measured per the technical specifications.

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 Workplan and Cost Proposal 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.

#### **P7T02 – CLOSEOUT DOCUMENTS/RECORD DRAWINGS**

SMA will prepare and furnish the Association record drawings showing appropriate record information based on project documentation received from the contractor. SMA will update the construction plans to reflect changes made during construction. Record Drawings will be prepared utilizing the As-Built drawings provided by the Contractor. SMA will deliver the original record drawings and three (3) hardcopies (and one digital pdf copy) to the owner upon completion. Provide direction and assistance on funding project closeout document to be submitted to the 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 16<sup>th</sup> day of June, 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 \$25,310.00, 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 \$30,053.00 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 60 calendar days for P5T01 after notice to proceed is received; total days required to complete construction for P6T01 and P6T10 (fees for each based on 45 calendar day construction period); 45 calendar days for P7T01 after substantial completion (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.


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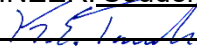
9. Signatures

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 16Jun16

OWNER: Doña Ana MDWCA  
By \_\_\_\_\_  
Type Name Mr. Jim Melton  
Title President  
Date 16Jun16

ATTEST:  \_\_\_\_\_  
Type Name Lilla J. Reid, P.E.  
Title Senior Design Manager  
Date 09Jun16

ENGINEER: Souder Miller & Associates  
By  \_\_\_\_\_  
Type Name Karl E. Tonander, P.G., P.E.  
Title Senior Vice-President  
Address 401 N. Seventeenth St., Ste 4  
Las Cruces, NM 88005  
Date 09Jun16

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:** DAMDWCA WW FM 2015  
**Project Number:** 6324322  
**Owner:** Doña Ana MDWCA  
**Date of Submittal:** June 9, 2016  
**Tax Rate on Services:** 8.3125%

#### TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P5T01 - Bid Administration	\$ 7,932.00	\$ 659.35	\$ 8,591.35
P6T01 - Construction Administration	\$ 10,186.00	\$ 846.71	\$ 11,032.71
P6T10 - Resident Project Representative	\$ 30,053.00	\$ 2,498.16	\$ 32,551.16
P7T02 - Record Drawings/Closeout Documents	\$ 7,192.00	\$ 597.84	\$ 7,789.84
<b>TOTALS</b>	<b>\$ 55,363.00</b>	<b>\$ 4,602.05</b>	<b>\$ 59,965.05</b>

**EXHIBIT C.2 - COST PROPOSAL**

**Souder, Miller & Associates**

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

**BIDDING AND CONSTRUCTION PHASE SERVICES**

**Project Description:** DAMDWCA WW FM 2015  
**Project Number:** 6324322  
**Owner:** Doña Ana MDWCA  
**Date of Submittal:** June 9, 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	Eng/CAD Surv/Field Tech III	Construc. Observer III	Admin III	Mileage	Expenses	Total SMA	Sub Contracts	Total Task
<b>Billing Rate per Unit</b>	\$ 200	\$ 180	\$ 160	\$ 120	\$ 85	\$ 90	\$ 85	\$ 0.54	\$ 1.00			
<b>Unit</b>	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$	\$
<b>Task</b>												
<b>P5T01 - Bid Administration</b>												
Pre-Advertisement Coordination				1						\$ 120		
Advertisement for Bids				1			2			\$ 290		
Preparation/Distribution Packets (10)		1		6	8		10		200	\$ 2,630		
Pre-Bid Conference		3		3				20		\$ 911		
Addenda and Clarifications			2	4			4		25	\$ 1,165		
Receive Bids, Bid Opening		3		3				20		\$ 911		
Evaluate Bids / Call Ref		1	1	6						\$ 1,060		
Recommendation/Award of Bid		1	1	2						\$ 580		
Management and Invoicing		1					1			\$ 265		
<b>Subtotal Hours:</b>	0	10	4	26	8	0	17	40	225	\$ 7,932	\$ -	\$ 7,932
<b>Subtotal Cost:</b>	\$ -	\$ 1,800	\$ 640	\$ 3,120	\$ 680	\$ -	\$ 1,445	\$ 22	\$ 225	\$ 7,932		

<b>P6T01 - Construction Administration</b>												
Execute Construction Contract	1	1		1						\$ 500		
Pre-Construction Conf Prep		1		1			1			\$ 385		
Pre-Construction Conference / Site Visit		2		2				20	50	\$ 661		
Change Orders / Field Orders		1		4		2				\$ 840		
On-Site Meetings (2)		3		3				40		\$ 922		
Review/Approve Submittals		1	3	6						\$ 1,380		
Evaluate Contractor Pay Requests (2)		2		6						\$ 1,080		
Coordinate / Attend Partial Payments (2)		2		2			1	40		\$ 707		
RFI Responses and Engineering Directives	1	1	2	5		2				\$ 1,480		
Coordinate / Attend Substantial Completion		2		2				20		\$ 611		
Final CO / Pay Request / Punch List		2		4						\$ 840		
Coordinate / Attend Final Walkthrough		1		2				20		\$ 431		
Management and Invoicing		1					2			\$ 350		
<b>Subtotal Hours:</b>	2	20	5	38	0	4	4	140	50	\$ 10,186	\$ -	\$ 10,186
<b>Subtotal Cost:</b>	\$ 400	\$ 3,600	\$ 800	\$ 4,560	\$ -	\$ 360	\$ 340	\$ 76	\$ 50	\$ 10,186		

**Total Cost of Construction Phase Services: \$ 18,118**

**EXHIBIT C.2 - COST PROPOSAL**

**Souder, Miller & Associates**

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

**RPR AND RECORD DRAWINGS PHASE SERVICES**

**Project Description:** DAMDWCA WW FM 2015  
**Project Number:** 6324322  
**Owner:** Doña Ana MDWCA  
**Date of Submittal:** June 9, 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	Eng/CAD Surv/Field Tech III	Construc. Observer III	Admin II	GPS	Mileage	Expenses	Total SMA	Total Task
<b>Billing Rate per Unit</b>	\$ 200	\$ 180	\$ 160	\$ 120	\$ 85	\$ 90	\$ 65	\$ 20	\$ 0.54	\$ 1.00		
<b>Unit</b>	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
<b>Task</b>												
<b>P6T10 - Resident Project Representative</b>												
On-site construction observation			2	4		315			700	525	\$ 30,053	
Number of Visits = <u>35</u>											\$ -	
Hours per Visit = <u>9</u>											\$ -	
Basis of Visits = Daily/Full-Time											\$ -	
<b>Subtotal Hours:</b>	0	0	2	4	0	315	0	0	700	525	\$ 30,053	<b>\$ 30,053</b>
<b>Subtotal Cost:</b>	\$ -	\$ -	\$ 320	\$ 480	\$ -	\$ 28,350	\$ -	\$ -	\$ 378	\$ 525	\$ 30,053	
<b>P7T02 - Record Drawings/Closeout Documents</b>												
Contractor Meeting				2		2			20		\$ 431	
Record Drawings		1	4	2	24	4				200	\$ 3,660	
Review Meeting w/ Client		2	2						20		\$ 691	
Closeout Documents / Production	1	2			6	5				100	\$ 1,620	
Record Drawing Submittals		1		4			2				\$ 790	
<b>Subtotal Hours:</b>	1	6	6	8	30	11	2	0	40	300	\$ 7,192	<b>\$ 7,192</b>
<b>Subtotal Cost:</b>	\$ 200	\$ 1,080	\$ 960	\$ 960	\$ 2,550	\$ 990	\$ 130	\$ -	\$ 22	\$ 300	\$ 7,192	

**Total Cost of RPR and Record Drawing Phase Services: \$ 37,245**

**DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS  
ASSOCIATION (“ASSOCIATION”)**

**For**

**LEGAL SERVICES**

**CONTRACT NUMBER RFP 2016 - 01**

THIS AGREEMENT is made and entered into by and between Watson Smith, LLC, whose address is 1100 S. Main., Ste. 21, Las Cruces, NM 88005 (“Contractor”) and Doña Ana Mutual Domestic Water Consumers Association (“Association”).

It is mutually agreed between the parties:

1. DEFINITIONS:

- 1.1. “Acceptance”-means approval, after a test period, of software, communications, card products, systems production facility, or any other component of this project, by the Association.
- 1.2 “Agreement Administrator”-means the individual assigned by the Association to administer the Agreement.
- 1.3 “Contract”-means an agreement for the procurement of items of tangible personal property or services. “Contract” and “Agreement” are used interchangeably, and both refer to this Agreement.
- 1.4 “Determination”-means the written decision of the Association or the written agreement of the parties that becomes an amendment to this Agreement in accordance with paragraph 16.
- 1.5 “Project Manager”-means the Association-identified employee or consultant who reports to the Association regarding the services and products contracted in this Agreement.
- 1.6 “Services”-refers to legal services, including letters, telephone conference, presentations, briefs, legal filings and memoranda that the Contractor develops under this Agreement.
- 1.7 “Task”-means a specific piece of work or activity.

2. DETAILED SCOPE OF WORK: The Association desires to contract legal services for an independent law firm. Responsibilities include attending monthly board meetings, or meetings of the Board of Directors if requested, addressing any legal matter that arises, including but not limited to State of New Mexico water law, reviewing contracts, reviewing services and goods proposals and procurement, advising on personnel matters, drafting and reviewing and defending resolutions, conduct of litigations, statutes and regulations, planning and zoning, historic preservation, environmental law, prosecution of litigations, intergovernmental affairs, legislative lobbying. Offerors must possess necessary licenses to enable them to provide representation to the Association before New Mexico State and Federal Courts. Contractor will be expected to be proactively aware of and prepared to counsel regarding, matters of import to the Association.

3. DUTIES AND RESPONSIBILITIES: Contractor shall perform legal counsel at the direction of the Association Board of Directors and/or Executive Director. The Association shall have ultimate approval authority with regard to litigation strategy and all pleadings shall be submitted to the Association Board of Directors and/or Executive Director within a reasonable time prior to filing.

4. The Association retains the right to require a change in Offeror representatives if the assigned representatives are not, in the opinion of the Association, meeting its needs adequately.

5. All work performed by the Contractor under this Agreement must conform to applicable government laws, regulations, and codes as well as to acceptable industry standards and practices. This conformance includes but is not limited to all relevant State of New Mexico laws and statutes.

6. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor or any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Association.

7. The term of the Agreement shall be for 11 months commencing on August 1, 2016 and terminating on June 30, 2017. The Association reserves the right to renew this Agreement for up to three (3) additional one year terms (or portions thereof). In no event, however, shall the term of the Agreement exceed four years ending 2020. Furthermore, at any time during the term of the Agreement, the Agreement is subject to early termination or termination for lack of funding in accordance with Paragraph 8.1 or Paragraph 8.2 of the Agreement.

#### 8. TERMINATION:

8.1 Early Termination – Notwithstanding any other provision of this Agreement, the Association may terminate this Agreement by delivering to the Contractor notice of the intent to terminate at least thirty (30) days prior to the intended date of termination. By such termination, the Association may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination. Termination under this Paragraph may be made with or

without cause. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE ASSOCIATION IN SUCH CIRCUMSTANCES AS THE CONTRACTOR'S DEFAULT OR BREACH OF CONTRACT.

8.2 Termination for Lack of Funding – The terms of this agreement are contingent upon sufficient authorizations and funding being or having been made by the Association for the performance of this Agreement. If sufficient authorizations and appropriations are not or have not been made by the Association, or are discontinued by the Association, this Agreement shall terminate upon written notice being given by the Association to the Contractor, the Association's decision as to whether sufficient authorizations or appropriations are or have been made, or are or have been discontinued, shall be accepted by the Contractor and shall be final.

## 9. COMPENSATION:

9.1 Travel and Lodging: Contractor personnel travel and lodging fees are reimbursable at actual travel costs.

9.2 Payment of Taxes: New Mexico gross receipts taxes levied on amounts payable under this Agreement shall be paid by the Contractor. The Contractor shall agree that the responsibility for payment of all state and federal taxes assessed on the compensation received under this Agreement shall be the Contractor's obligation and be identified under the Contractor's federal and state identification number(s). New Mexico gross receipts taxes shall be itemized separately on the invoice.

9.3 Condition of Payment: Upon completion of agreed upon services, Contractor shall submit an invoice to the Association for payment. Each invoice shall identify the services and describe the services performed.

## 10. INSURANCE:

The Contractor is required to obtain minimum insurance coverage, as follows:

10.1 Workers' compensation insurance to cover obligations imposed by applicable federal and state statutes with the minimum levels required by law.

10.2 Commercial general liability insurance with a minimum combined single liability of \$1,000,000.00 for each occurrence. The policy shall include coverage for bodily injury liability, contractual liability for liability assumed under this License, owner's and Contractor's protective liability, and broad form property damage. The policy shall contain a severability of interests provision.

10.3 Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than the minimum required by the State of New Mexico, for each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of work.



10.4 The policies required by #1 and #2 shall be endorsed to include Contractor, its officers, agents and employee's ad additional insured and shall stipulate that the insurance afforded shall be excess and not contributory insurance.

10.5 Contractor and its insurers providing the required coverages shall waive all rights to subrogation against the Association and members of its governing bodies, its officers, agents and employees.

10.6 Insurance is required prior to commencing any work and Licensee shall furnish Licensor with Certificates of Insurance as evidence those policies provide the required coverages, conditions, and limits and are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor address as follows:

Doña Ana Mutual Domestic Water Consumers Association  
P.O. Box 866  
Doña Ana, NM 88032

10.7 Contractor understands and agrees that he will not be covered under the worker compensation insurance policy of the Association, or provided any employee benefits or other monetary benefit of any type or nature for performing the work.

#### 11. INDEMNIFICATION:

11.1 In addition to the Contractor's liability as provided for in Paragraphs 9.2 and 10, of this Agreement, the Contractor shall indemnify, defend, and hold harmless the Association and their officers and employees from and against any and all claims, demands, liability, suits, causes of action, losses, damages, fines, fees, attorney fees, penalties, costs, expenses, injuries to property, judgments (including defense costs and attorney's fees) that occur or arise out of or in connection with:

11.1.1 Contractor's performance or failure to perform under any provision of this Agreement;

11.1.2 Contractor's breach of any term, condition, warranty or representation contained in this Agreement;

11.1.3 Contractor's provision of services that are not in accordance with any applicable law, rule, regulation, or provision of this Agreement;

11.1.4 Contractor's failure to perform in accordance with the standard of care contained in Paragraph 2.12 of this Agreement; or

11.1.5 Any error, omission, fraud, embezzlement, theft or negligence of Contractor.

11.2 It is understood, however, that the Contractor's obligations under this Paragraph 7 do not extend to liabilities resulting from causes beyond the control and without the fault or negligence

of the Contractor, including acts of God, war or civil commotion, fire, earthquake, or other natural disaster, and unforeseeable acts of any federal, state, or local government or the Association thereof.

12. QUALITY ASSURANCE: The Agreement Administrator shall apply the following quality assurance process to all deliverables produced by the Contractor:

12.1 Quality assurance shall be a process whereby the Agreement Administrator determines that the deliverable complies with Agreement requirements, including all relevant standards and procedures and is correct and functional.

12.2 Quality assurance begins with personal receipt by the Agreement Administrator or her designee of the deliverable from the Contractor.

12.3 The Agreement Administrator shall have thirty (30) calendar days from the date of the receipt of deliverables to complete a quality assurance review.

12.4 If the deliverable provided by the Contractor is accepted under quality assurance, the Contractor will be notified of the acceptance in writing.

12.5 If the deliverable or any portion(s) thereof is unacceptable under quality assurance, the Agreement Administrator shall notify the Contractor in writing within thirty (30) calendar days from the date of receipt of that deliverable.

13. ASSIGNMENT: The Contractor shall not assign nor transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior, written approval from the Association. No such assignment or transfer shall relieve the Contractor from its obligations and liabilities under this Agreement.

14. SUBCONTRACTING: The Contractor may be subcontract portions of the services to be performed under this Agreement with prior, written approval of the Association.

15. STATUS OF CONTRACTOR: Notwithstanding any other provisions of this Agreement, the Contractor, and its agents and employees, are independent Contractors performing professional services for the Association and are not employees of the Association. The Contractor, including its agents and employees, shall not, by virtue of this Agreement, accrue leave, retirement, insurance, bonding, use of the Association vehicles, or any other benefits afforded to employees of the Association. The Contractor acknowledges that all sums received under the terms of the Agreement are reportable by it for income tax purposes as self-employment or business income.

16. RELEASE: The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Association, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Association to any obligation not assumed within the

terms of this Agreement by the Association, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

17. CONFIDENTIALITY: Any information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Association except as may otherwise be required by law.

18. CONFLICT OF INTEREST: The Contractor warrants that it presently has not interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with the provisions of the Governmental Conduct Act, NMSA 1978, and Sections 10-16-1 to 10-16-8, regarding contracting with a public officer or state employee.

19. AMENDMENTS: This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto.

20. EQUAL OPPORTUNITY COMPLIANCE: The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

21. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New Mexico. Notwithstanding any other provision of this Agreement, in the event of a lawsuit involving this Agreement, venue shall be proper only in a New Mexico court of competent jurisdiction of the courts of the State of New Mexico over such lawsuits.

22. RECORDS AND AUDITS: The Contractor shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time, and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Agreement and shall be subject to inspection by the Association, the New Mexico Department of Finance and Administration, the Chief Information Officer, and the New Mexico State Auditor. The Association, New Mexico Department of Finance and Administration, and the New Mexico State Auditor shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of the Association to recover excessive and/or illegal payments.

23. ENFORCEMENT OF AGREEMENT/WAIVER: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right

thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

24. NOTICE OF PENALTIES: The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28, as amended, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

25. ON-SITE RESPONSIBILITIES: The Association agrees to provide the Contractor's personnel, while performing on-site services, for the following:

25.1 The Association shall provide designated personnel as assigned by the Executive Director to work with the Contractor's personnel in all aspects of legal consultation.

25.2 While performing on-site services in the Village of Doña Ana, the Association will provide the Contractor's personnel reasonable facilities including use of a copy machine, multimedia equipment, personal computer, local telephone service, and FAX machine.

26. AGREEMENT ADMINISTRATOR: The Association shall appoint an administrator for this Agreement who shall be the official contact between the Contractor and the Association in all matters concerning this Agreement. All events, problems, concerns or requests affecting this Agreement must be reported by the Contractor to the Administrator in a timely manner. The Administrator shall approve and accept all Agreement products and services prior to payment.

27. NOTICES: All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon telephone confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

To The Association:

Doña Ana Mutual Domestic Water Consumers Association  
P.O. Box 866  
Doña Ana, NM 88032  
Tel: (575)526-3491

To Contractor:

Watson Smith, LLC  
110 S. Main St. Ste. 21  
Las Cruces, NM 88005  
Tel: (575) 528 – 0500

Each party may designate a different person and address by sending written notice to the other party, to be effective no later than ten (10) days after the date of the notice.

28. MERGER: SCOPE OF AGREEMENT:

29.1 The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or the Association or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

29.2 This Agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

29.3 This Agreement incorporates by reference the following Exhibits:

29.3.1 Exhibit 1: A complete copy of RFP #2016 – 01, including all Appendices;

29.3.2 Exhibit 2: Contractor's proposal submitted in response to RFP #2016 – 01, including any amendments and best and final offers;

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the Association, below.

Doña Ana Mutual Domestic Water  
Consumers Association

Watson Smith, LLC

By: \_\_\_\_\_  
Jim Melton, President of the  
Board of Directors

By: \_\_\_\_\_  
Joshua L. Smith, Watson Smith, LLC

By: \_\_\_\_\_  
Jamie Stull, Vice Present of the  
Board of Directors

State of New Mexico  
County of Doña Ana

State of New Mexico  
County of Doña Ana

Signed or attested before me on this 7<sup>th</sup>  
day of July, 2016 by  
Jim Melton, President of Doña Ana  
MDWCA Board of Directors  
And  
Jamie Stull, Vice Present of the  
Board of Directors

Signed or attested before me on this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
Joshua L. Smith, Watson Smith, LLC

\_\_\_\_\_

\_\_\_\_\_

My commission expires: \_\_\_\_\_

My commission expires: \_\_\_\_\_

UNITED STATES DEPARTMENT OF AGRICULTURE  
Rural Utilities Service

LEGAL SERVICES AGREEMENT

This agreement made this \_\_\_ day of \_\_\_\_\_, 2016 between Dona Ana Mutual Domestic Water Consumers Association of Dona Ana, New Mexico, hereinafter referred to as "Owners", and Joshua L. Smith, attorney at law, of Watson Smith, LLC, hereafter referred to as "Attorney":

WHEREAS, Owners have formed a mutual domestic water consumers association located in Dona Ana County, New Mexico, a non-profit association formed under the provisions of the New Mexico Sanitary Projects Act; and

WHEREAS, the Attorney agrees to perform all legal services necessary to organize ~~and incorporate said under the provisions of said statutes~~ and to perform all other customary legal services necessary to the organization, financing, construction and initial operation of the Dona Ana Mutual Domestic Water Consumers Association -USDA/RD Loan and Grant for Radium Springs Water System Improvements system;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly Dona Ana Mutual Domestic Water Consumers Association connection with (a) the notice for the conduct of meetings; (b) the preparations of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, and construction, and initial operation of the Dona Ana Mutual Domestic Water Consumers Association Loan and Grant for Water System Improvements system; (d) the preparation of such affidavits, publication notices, ballots, reports,

certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of ~~such bonds or~~ other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Utilities Service, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the Dona Ana Mutual Domestic Water Consumers Association -USDA/RD Loan and Grant for Radium Springs Water System Improvements ~~system~~.

3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; ~~rendering title opinions with reference thereto~~; and providing for the recordation thereof.
6. Obtain necessary permits and certifications from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the Dona Ana Mutual Domestic Water Consumers Association -USDA/RD Loan and Grant for Radium Springs Water System Improvements ~~system~~, the construction and operation thereof, pipeline crossings, and the like.
7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
8. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the Dona Ana Mutual Domestic Water Consumers Association -USDA/RD Loan and Grant for Radium Springs Water System Improvements ~~system~~. The attorney shall pay all bond counsel in perfecting the financing aspects, e.g., assessment procedures and completion of documents. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.



SECTION B - COMPENSATION

Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

\$ 150.00 per hour and out of pocket expenses, the aggregate not to exceed 2% percent of the total actual construction cost of the project, plus gross receipts tax and fees required for recording of documents, acquisition of permits, etc..

Said fees to be payable on a monthly basis in itemized statements approved by the Owner and Rural Utilities Service.

SECTION C - OTHER PROVISIONS

1. Dona Ana Mutual Domestic Water Consumers Association ~~upon organization and incorporation the association~~ shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
2. That ~~upon organization and incorporation~~ should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within 30 days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of \$150.00, which sum represents payment in full ~~for the organization and incorporation of the association and~~ for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

ATTORNEY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Joshua L. Smith

OWNERS: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: James Melton, President, Dona Ana Mutual Domestic Water Consumers Association

RURAL DEVELOPMENT: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

THE APPROVAL BY RURAL UTILITIES SERVICE OF THIS AGREEMENT SHALL IN NO WAY COMMIT THIS AGENCY TO RENDER FINANCIAL ASSISTANCE; HOWEVER, IF FINANCIAL ASSISTANCE IS PROVIDED, THE APPROVAL SHALL SIGNIFY THAT THE PROVISIONS OF THIS AGREEMENT ARE CONSISTENT WITH THE REQUIREMENTS OF RURAL DEVELOPMENT.

NOTE: Rural Utilities Service shall be construed to mean the United States Department of Agriculture, Rural Development.

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