



*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 August 4, 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 07-21-2016 Regular Meeting

#### Approval of New Members & Meters

#### Customer Issues and Public Input

2. Jim Hayhoe – Presentation on Fencing (15 minutes)

*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 contract 6325349, Via Norte District 5 Water Improvement Project with Souder, Miller & Associates
5. Approval of contract 6325370, WWTP Fence Project with Souder, Miller & Associates
6. Approval of contract 6325360, Blue Hawk Waterline Extension Project with Souder, Miller & Associates

#### 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, July 21, 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, Excused Absence

Secretary/ Treasurer- Kurt Anderson, Present

Board Member- Raymond Ponteri, Present

Board Member- Justin Sparks, Present

### **Others in Attendance:**

Executive Director- Jennifer Horton

Attorney- Lee Peters

Attorney- Joshua Smith

Community Members- Nancy Simmons, Kathy Switzer, Greg Switzer, Forrest Beeson, Jacob Kurian, Bob Crowley, and Paul Gradwohl

### **Approval of Agenda**

Dr. Anderson moved to approve the agenda for the July 21, 2016 Regular Board Meeting as presented; the motion was seconded by Mr. Sparks. 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.

## **Minutes**

Dr. Anderson moved to approve the Regular Board Meeting Minutes of July 7, 2016 as presented; the motion was seconded by Mr. Sparks. The Chair called for discussion of the motion. Mr. Melton advised his call to order from the recess will need to be updated. Dr. Anderson moved to approve the Regular Board Meeting Minutes of July 7, 2016 as amended; the motion was seconded by Mr. Sparks. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

## **New Members & New Meters**

Dr. Anderson moved to approve the New Members and New Meters list as presented for July 2016; the motion was seconded by Mr. Sparks. The Chair called for discussion of the motion. Executive Director Jennifer Horton advised there are twenty-one (21) names on the list consisting of thirteen (13) new members and twelve (12) 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**

Item Two – Jacob Kurian

See Attachment A

Mr. Kurian will be provided an update as to why his letter of meter status was received later than promised. Mr. Ponteri clarified that with the meter test resulting in adequate function our policy is to bill for accrued water usage.

Item Three – Paul Gradwohl

See Attachment B

The request for delaying the Association's adopted rate structure is not possible as we have already set into motion billing modifications and policy updates. The adopted rates will commence August 1<sup>st</sup>, 2016; however, Mr. Melton reminded the Public that

under the Sanitary Projects Act we will review our Operational Budget and Revenues each year to ensure the best possible practices for the Association. Mr. Carl Brown, author of our rate study, came highly recommended and is in line with references from the New Mexico Environment Department.

#### Item Four – Forrest Beeson

See Attachment C

Mr. Beeson, President of the Picacho Hills Property Owners Association (PHPOA), maintained his community is not seeking funding from the Association. District Five is simply trying to form a strong communication bond in order to find a compromise for all parties involved, as well as respect property that the PHPOA does not own. Mr. Melton advised we do not object to improvement projects; however we do not have the budget to provide funding for something of this nature. Mr. President will schedule a meeting with Mr. Beeson to review the PHPOA plans to see what can be accommodated. Mr. Beeson upheld the PHPOA is only seeking cooperation on the possibility of planning landscaping around Dona Ana MDWCA property. Mr. Ponteri noted it would be helpful to remind community members that parking on the Association property is not permitted. Mr. Beeson confirmed this is an ongoing topic with the PHPOA and they are reaching out to the residents to enforce this. Mr. Ponteri also noted that he does understand budget concerns, but would appreciate a review of the master plan. Whereas we do not have this type of landscaping in our budget, the Association does set some precedence on beautifying our facilities to a certain extent. Mrs. Horton commented that several of Mr. Beeson's landscape areas will be under construction from October 2016 to as late as January 2018. Mr. Beeson clarified this is part of why he is presenting the master plan to the Board. He wants to ensure communication on project timelines so that the PHPOA does not start a landscaping project in an area that has future construction.

## **Board President Report**

Mr. Melton reported it has been a relatively calm couple of weeks. We are reviewing our upcoming budget and our construction projects are proceeding reasonably well.

## **Staff Reports**

### **Executive Director**

See Attachment A

Mrs. Horton advised she was able to file a police report for the intrusions at our wastewater plant.

## **New Business**

No New Business

## **Unfinished Business**

Dr. Anderson moved to approve Item Six (6) Approval for Awarding the Bid for Two Paving Patches; the motion was seconded by Mr. Sparks. The Chair called for discussion of the motion. Executive Director Horton advised we received two bids for this project; however we are not recommending awarding the project to the low bidder. Mrs. Horton explained while typically we do honor the low bid, in this case we have prior negative history with this contractor in the form of allegations of harassment from a Dona Ana County (DAC) female employee. Mr. Ponteri inquired if we have any documentation with regard to these allegations, and what are the Association's requirements as to handling the low bid? Mrs. Horton advised we do not have any written documentation of the allegations; however we do have the date of the meeting that was conducted at the request of the DAC Engineer to handle the matter between the construction company and the DAC employee. The bids include the same line items for properly completing the paving. With bids under \$10,000 we have the ability to assess the quotes on a best

qualified basis, not necessarily on the lowest bid only. Mr. Melton asked if we could request a letter from DAC in order to document all concerns. Mrs. Horton confirmed we can request this. Dr. Anderson amended his motion to award the project for two paving patches to Cross Town Construction; the motion was seconded by Mr. Sparks. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0

Dr. Anderson moved to approve Item Seven (7) Approval of Policy 1002.16.01 – Penalty Policy; the motion was seconded by Mr. Sparks. The Chair called for discussion of the motion. Mrs. Horton explained this updated penalty policy will allow for an extra ten (10) days for customers to pay their bills. The disconnection date will remain the same as disconnections are based on the previous month's billing. This will also provide a better schedule for our Customer Service Representatives as we receive a rush on the due date and our team has been known to stay extremely late after hours to process penalties and last-minute payments. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0

Dr. Anderson moved to approve Item Eight (8) Approval of Resolution 2016-10 FY2017 Budget; the motion was seconded by Mr. Sparks. The Chair called for discussion of the motion. Mrs. Horton advised this is the proposed budget for Fiscal Year 2017, and is based on historical use as well as the upcoming rate structure change. Items we are not able to predict consist of when the new subdivisions or the County wastewater will come online. Mr. Melton reminded the Board that this budget is not necessarily set in stone; we have the ability to review throughout the year on a need basis. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0

## **Legal Update**

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

Both the Westmoreland Case and Moongate Case are pending action and are currently in the hands of Judge Arrieta.

### **Status of pending water rights applications:**

At this time all of the water rights applications that we have submitted are pending. The prehearing scheduling conference to review the appeal of the water rights application for Picacho Hills was conducted with the hearing examiner from the State Engineer's Office; however we have run into a glitch with the attempted participation of the Picacho Hills Development Company. This has now been postponed for sixty (60) days. The Radium Springs appeal of the permit decision was filed last week. The application to pump the Fairview water rights from the Dona Ana is still pending.

### **Gallardo Construction Issues:**

We are at the point where we are seeking a final resolution. Mr. Peters will be sending a letter to Gallardo Construction requesting a final deadline as to when they will correct the work they completed.

### **City of Las Cruces Issues and Request Regarding Jornada Water Company Acquisition**

Early this year we reached an amendment to our peace treaty with the City of Las Cruces in regard to service areas. However, the City has now confirmed they will be acquiring Jornada Water Company as a large expansion for the City. This purchase encompasses the San Andres subdivision; which actually falls within the Association's service area. We have had a formal request from the City to either waive our service area or purchase



this system from the City. As this relates to acquisition of water rights a more in depth discussion will be held in Closed Session. The City is financing this purchase through bonds and has given the Association the option to pay this portion over an allotted amount of time should that be the final decision from the Board.

**County Wastewater System Transfer Status:**

We received indirect word that USDA is moving on this; nonetheless we do not have a time frame as to when action will take place. We have finalized the title commitment. We are making progress, but there are items to discuss in Closed Session.

**General Legal Update:**

Community member, Mr. Switzer, addressed Mr. Peters and the Board to ask for any comments on the recent news article discussing the Special Master's report for the Supreme Court with regard to the State of Texas vs. State of New Mexico and State of Colorado lawsuit. Mr. Melton clarified that if the final decision from the Supreme Court is the same as the Pecos, then the State of New Mexico as a whole is in trouble. Dr. Anderson and Mr. Peters confirmed this is due to the way the Compact divides New Mexico at the Elephant Butte Reservoir.

Mr. Melton called for a five (5) minute recess at 11:27 a.m. At 11:32 a.m. Mr. Melton called the meeting back to order.

**Closed Session**

At 11:32 a.m., Dr. Anderson moved to enter into Closed Session; seconded by Mr. Sparks. The Chair called for discussion of the motion. The Chair called for a vote on the motion; the motion carried by roll call 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 closed session:

1. Real property and water right acquisition
  - a. Appeal of Radium Springs well
  - b. Potential new applications affecting water rights
  - c. Picacho Hills permit appeal and scheduling conference
  - d. Discussion of acquisition of San Andres portion of Jornada Water Company and City request to waive service area
2. Litigation and threatened litigation
  - a. City of Las Cruces Settlement Agreement and Third Addendum and City acquisition of Jornada Water Company
  - b. Westmoreland and Moongate cases
  - c. Gallardo Construction issues
  - d. Texas v. New Mexico issues

At 12:44 p.m. Dr. Anderson moved to exit Closed Session and enter back in to Open Session; seconded by Mr. Sparks. The Chair called for discussion of the motion. The Chair called for a vote on the motion; the motion carried by roll call 4-0.

Mr. Melton stated nothing had been discussed in Closed Session other than what was listed on the Agenda. No actions were taken on items discussed in Closed Session.

### **Open Session**

President Melton called the Open Session to order at 12:45 p.m. No items were brought to Open Session.

**Adjournment**

Dr. Anderson moved to adjourn at 12:47 p.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.

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Kurt Anderson  
Secretary/ Treasurer

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Date

New Meters Name	Address	JULY 2016					Total Fees
		Tap In Fee	Water Rights	Membership	Tax	Sewer	
Riyard Nehlawi	5629 Mira Monte						\$ -
Daniel Gilbert	5764 Leasburg Dr			\$ 75.00	\$ 3.75		\$ 78.75
Juliet Lucero	2890 San Elizario			\$ 75.00	\$ 3.75		\$ 78.75
Eugene G. Pettit	13325 Robledo Vista			\$ 75.00	\$ 3.75		\$ 78.75
Tamara Garza	1026 Fort Seiden Rd			\$ 75.00	\$ 3.75		\$ 78.75
Gabriela Lucero	5580 Strange Rd		em				
Richard Dimsha	2831 La Union Ct			\$ 75.00	\$ 3.75		\$ 78.75
Cole Carlisle	2932 La Union Ct			\$ 75.00	\$ 3.75		\$ 78.75
Sharolyn Leibold	2884 La Union Ct			\$ 75.00	\$ 3.75		\$ 78.75
Rolando Flores	1356 Vista Del Cerro			\$ 75.00	\$ 3.75		\$ 78.75
							\$ -
							EM
<b>Totals</b>		\$ -	\$ -	\$ 600.00	\$ 30.00	\$ -	\$ 630.00



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## Request to Address the Board of Directors

Account Number: 08-6440-01

Date: 7/29/16

Name: JAMES G. HAYNOE

Phone Number: 575 649-8818

Service Address: 10040 SAN MARCOS CT, LAS CRUCES, NM 88007

I, JAMES HAYNOE, 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:

TO MAKE A PRESENTATION REGARDING INSURING A CONSISTENT  
APPROACH TO FENCING, FOR SECURITY, TIDE WELLS, TANKS, AND  
BOOSTER STATIONS OF DAMDINCA - COPIES OF PRESENTATION  
WILL BE PROVIDED

I understand that this office will contact me, by phone or email no later than the Monday before the meeting scheduled on AUGUST 4, 2016, with an approximate time to appear before the Board of Directors.

James G. Haynoe  
Customer Signature

[Signature]  
Doña Ana MDWCA Representative

# DAMDWCA

## Well & Booster Stations & Tanks

4 August 2016

- Identify footprint of all DAMDWCA Wells, Tanks & Booster Stations
  - Determine footprint
  - Determine if a standard footprint exists
  - Determine if footprints applied are equitable
- Recommend change if applicable



Well #2 Dona Ana 0.56 acre



Well #3 Dona Ana 0.40



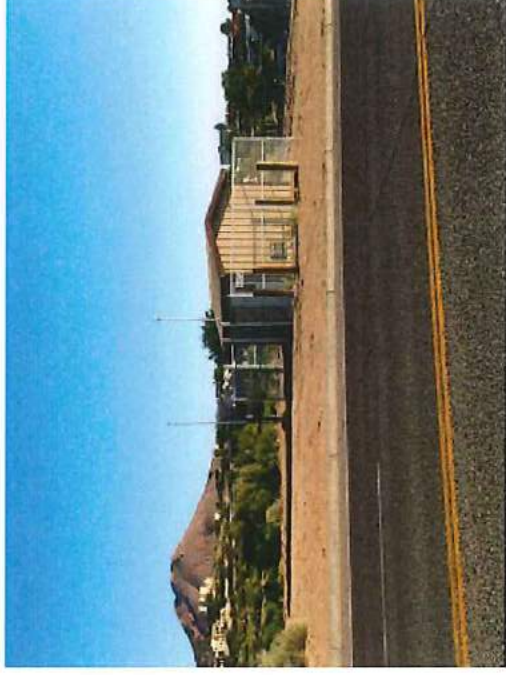
Well # 4Dona Ana 0.2 acre



Well #5 Dona Ana ¼ acre est.



Well #6 Dona Ana 1/4 acre est.



Well #7 Picacho Hills 0.2 acre est.

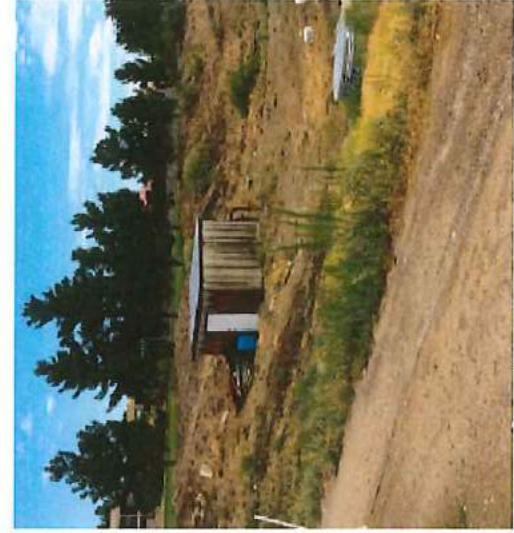


Well #8 Elks Drive 0.67 Acre



Well #9 Radium Springs 0.2 acre est.

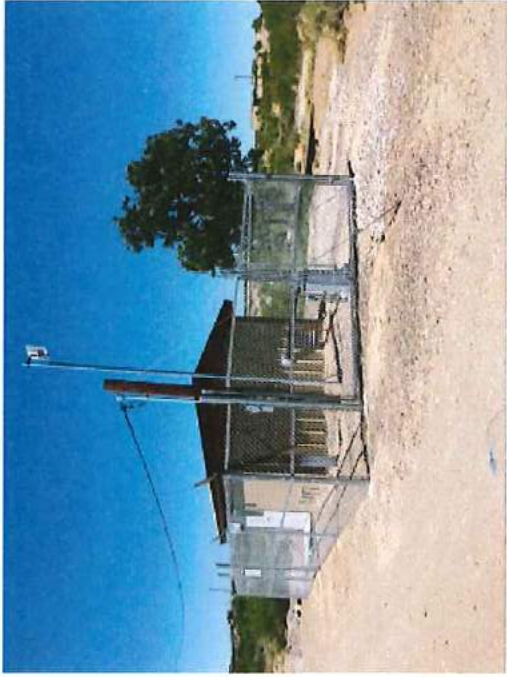




Well #10 Picacho Hills



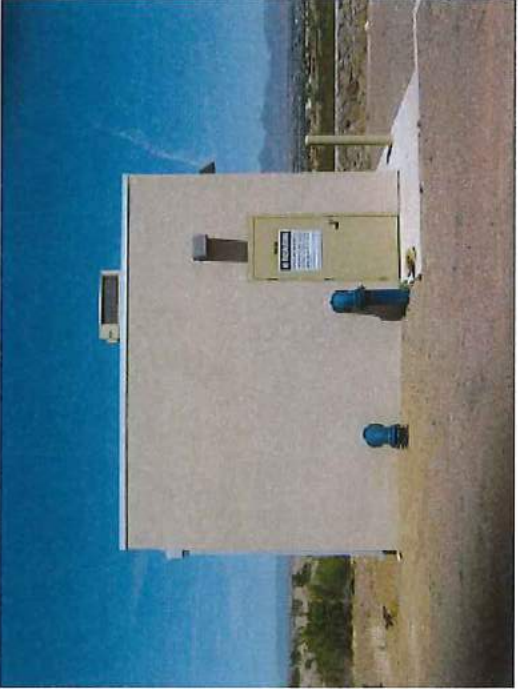
Well #16A Picacho Hills



Well #10 Radium Springs 0.2 acre est.



Well #11 Radium Springs 0.2 acre est.



Anthem Booster Station



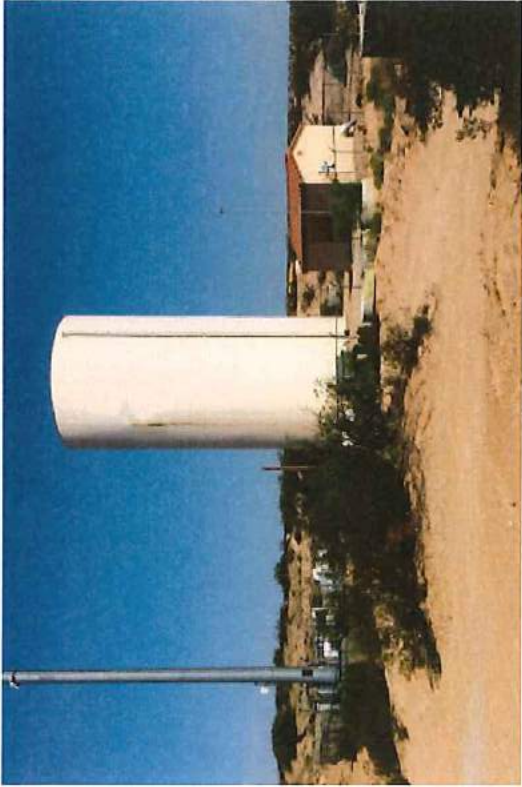
Elks Drive Booster Station 1 acre est.



Radium Springs Tank 1 acre est.



Radium Springs Booster 1 acre est.



Picacho Hills Tank 1 acre est.



Picacho Hills New Tank

- Other Facilities
  - Well #1 – ?
  - Well #12 – capped
  - Well #13 – capped
  - Well #14 Picacho Hills – capped
  - Fairview Well #1 – not in use
  - Fairview Well #2 – not in use

# Well #15



Well #15 Picacho Hills 2+ acre est.

# Summary

- It appears that the standard footprint for wells across the DAMDWCA system is <0.5 acres
  - 1 co-shared facility is landscaped
  - 1 co-shared facility is behind an attractive stone wall
- Well #15 in Picacho Hills is 2+ acres fenced and currently being used as a staging facility for pipe projects
- DAMDWCA determined that a southern Maintenance Facility was needed and was built on approx. 15 acres of the Sewer Plant

# Recommendations

- Fence in an equitable 10 acres of the Sewer Facility
  - Defer approval of Contract 6325370 on agenda
  - Would allow flexibility for future project staging as well as security
- Replace the Well #15 fence with enclosure that better reflects the DAMDWCA <0.5 acres standard (after current projects)
  - Eliminates Major concern of residents
  - The residents of Picacho Hills could work with DAMDWCA for quality landscaping of both facilities
  - Coordinate with Picacho Hills groups such as Neighborhood Watch to minimize other concerns

A good neighbor relationship step

7/23/2016

Jim Melton, President of the Board  
Dona Ana Mutual Domestic Water Consumers Association  
P. O. Box 866  
Dona Ana, NM 88032

Mr. Melton:

I noticed another problem in GGR's Model in Operating Costs for Sewer. There is an entry in Test Year Starting 7/1/14 titled "Reimbursement of Fees to County" for \$102,000. This must be related to the "Contract to Collect Revenue and Transfer to Dona Ana County" shown on page 31 of the Association's June 30, 2015 Annual Financial Report. Any reimbursement or proceeds due on this contract has nothing to do with the Association's Sewer operation and should be removed from its Test Year Operating Costs. This should result in an offsetting reduction Service Charge and Usage Rates worth \$102,000 annually.

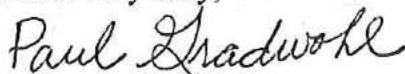
In my presentation at the 7/21/2016 Board meeting I mentioned that for Year Starting 7/1/16 on Table 4 shows a transfer of working capital to the CIP/ Debt Reserve of \$431,393 for Water and \$332,090 for Sewer. I pointed out that the Sewer transfer represented 71% of its Service Revenues. I need to correct the 71% to 55%. To put the new Sewer Rate impact in perspective with Water, the per connection impact of these transfers are as follows. The impact for Water's 5261 total connections is \$82 annually (\$7 monthly). The impact for Sewer's 1168 total connections is \$284 annually (\$24 monthly). For those of us using both services the impact is \$366 annually (\$31 monthly).

I agree that you should go ahead with the planned implementation of the Water Rates for the reasons you stated at the 7/21/2016 Board meeting, but I see no reason that the Sewer Rates could not be delayed and implemented with the next new sewer calculations. This would allow time to assure that fair and accurate Sewer rates are installed. The only possible need to increase Sewer rates is the cost new long-term debt. There is no urgency for these rates, because, if spending of funds from the \$4,000,000 Sewer loans started today, the terms of the loans allow payments to begin one year after project completion (see the 6/30/2016 DAMDWCA Annual Report). It is my expert opinion that the current Sewer Rates will meet the GGR goal to pay the utilities expected costs and build appropriate reserves for at least the next three years.

The evidence is so overwhelming that Sewer Rates are extremely too high. To implement these proposed Sewer Rates would be a violation of the Board's fiduciary responsibility to the Association's consumer/members and the public.

Article VII, Section 1 of the Bylaws give the President the authority to call special meetings of the Board of Directors. Article VIII, Section 2 of the Bylaws give the Board of Directors the responsibility to establish and approve the rates. You have all the authority you need to do the right thing. On behalf of our 1,168 Sewer customers, I respectfully request that you delay the implementation of the Sewer Rates until the Rates can be corrected.

Yours Very truly,



Paul Gradwohl

CC: Other Board Members  
Jennifer Horton, Executive Director - DAMDWCA



# DAMDWCA Customer Service Department Report

4 August 2016

## I. Billing:

1. Billings was submitted to Postal Pros, on Thursday July 28, 2016 and approved on Friday, July 29, 2016. Statements should be mail out on or before August 1, 2016. .

## II. Penalties:

1. Penalties for July totaled: \$7,263.39
2. Penalties will be processed on Thursday, August 25, 2016.

## III. Disconnects:

1. On Thursday, July 21, 2016 we disconnected accounts for non-payment. There was 54 accounts up for disconnection. A total of 38 were disconnected.

Dona Ana: 31

Ft. Selden: 5

Picacho Hills: 1

Fairview: 1

Previously Locked: 2

Paid prior to disconnection: 10

Removed due to billing issues: 4

2. Total Reconnections for July 2016: 31
3. Disconnects are scheduled for Tuesday, August 23, 2016.

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

## V. Document Scanning: Scanning is done on a daily basis if time is available. Towards the end of the month is when we catch up to items we were not able to scan earlier in the month.

- I. Total Membership as of June 30, 2016: 4, 447
- II. Total number of Connections as of June 30, 2016: 5,622



# Operations Manager's Report

August 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 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 12 new water services installed within the Doña Ana MDWCA System.
- Repaired 5 service leaks/angle valves in the D.A. service area.
- Met with Demetrio Alaniz and Danny Carrillo representatives of the Office of the State Engineer regarding new meters and readings at well houses.
- Tejean Trail water line extension is complete. Tejean Trail line extension was pressurized, flushed and sampled.
- Routine Nitrate samples were collected throughout the Doña Ana wells by N.M.E.D.
- Turned Pressure Tank at Well#6 180° for modification to conduct flushing in a more efficient and practical manner.
- All Operations Department vehicles have been serviced for oil change and tire rotation.
- Seatbelt recall on new GMC and three new Chevrolet trucks have been inspected and are awaiting the parts for repair from Bravo Chevrolet.

### **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 1 new water service installed within the Ft. Selden Water System.
- Repaired 4 service leaks/angle valves
- Well#10 electrical has been repaired by Parameter Power after power failure to well starter. Put well back on-line

### **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.
- Repaired 3 service leaks/angle valves.
- Met with Robert Apodaca from Rural Water to conduct a walk through for initial assessment of Wastewater Plant and the future operation and maintenance of Wastewater Plant.

### **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.

**Respectfully Submitted,  
Orlando Parra  
Operations Manager**

# **PROJECT MANAGERS REPORT 8/4/2016**

## **PICACHO HILLS PROJECTS**

### **TANK @ PICACHO HILLS**

- General Hydronic's Inc. began construction on July 11, 2016. Materials have arrived and are being stored inside the gates at Well #15 located in Picacho Hills. Clearing and grubbing has started at the tank site.

### **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. Final payment and close out documents have been submitted to the funding agency.

## **FAIRVIEW PROJECTS**

### **Fairview Water**

- Construction for the project commenced on January 25, 2016. A walk through was conducted on June 28, 2016. The project has been completed and is awaiting the contractors final payment and close out documents.

### **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. The four test locations have been conducted and results show that there is not enough room to place the 12" waterline along this route. An alternate route has been planned and is currently being looked into.

## **DONA ANA PROJECTS**

### **South East Collection**

- SMA is currently finalizing bidding documents, the easements, and permits 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 30 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, the Well was pulled again on the week of July 4, 2016 due to a lot of air was being pumped out of the Well. A draw down test was conducted on the Well to find out that the Well is not recovering as it did in the past. The Well was able to pump 500 gpm in the past and can now only pump 300 gpm currently. The new bowls have been ordered and will be placed upon arrival.

#### Transmission Waterlines

- Preliminary design for the transmission waterline project located on Valley Drive, Taylor Road has been completed. DAMDWCA has submitted redlines back to SMA who are currently revising preliminary plans. Other agencies are currently reviewing the plan and will submit comments back to SMA. 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. The contractor had time to address all comments and a substantial completion walk was conducted July 27, 2016. A few remaining items need to be taken care of and a final walk through will be conducted August 1, 2016. The project will then be complete and closed out August 5, 2016.

### GIS Mapping

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



July 28, 2016

#6325349

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

RE: VIA NORTE DISTRICT 5 WATER IMPROVEMENT PROJECT, DOÑA ANA MDWCA

Dear Ms. Horton:

Enclosed please find the contract package for the Via Norte District 5 Water System Improvement Project, as provided under the 2015-03 contract agreement for water. This package is for data collection and design of water system improvements on Picacho Hills Drive between the intersections with Barcelona Ridge Road and Via Norte; and on Via Norte between the intersections with Picacho Hills Drive and Vista Del Reino. The costs and scope of work presented herein are consistent with that discussed with the Doña Ana Mutual Domestic Water Consumers Association (MDWCA) and presented in the 2014 District 5 Preliminary Engineering Report (PER).

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 horizontal line.

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

cc: Mr. Abenicio Fernandez, Project Manager

## ATTACHMENT II

### EXHIBIT B.1 – DESIGN SCOPE OF SERVICES AND COST PROPOSAL

SERVICES RELATING TO THE VIA NORTE DISTRICT 5 WATER SYSTEM IMPROVEMENTS PROJECT  
DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION  
DOÑA ANA COUNTY, NEW MEXICO  
JULY 28, 2016

#### PROJECT DESCRIPTION

This scope of services 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 based on *Alternative G – Picacho Hills Drive and Via Norte Waterline Replacement* of the Doña Ana MDWCA, Preliminary Engineering Report (PER) District No. 5 Water System Improvement dated July 2014. The project includes the design of approximately 5,610 linear feet (LF) of 8-inch waterline and related appurtenances on the following roadways:

- Via Norte 4,430 LF
- Picacho Hills Drive 1,180 LF

The map excerpt and the attached Figure 10, *Alternative G – Picacho Hills Drive and Via Norte Waterline Replacement*, are from the Doña Ana MDWCA, PER District No. 5 Water System Improvement dated July 2014.



#### P3T01 – FIELD SURVEY AND MAPPING

1. Survey support: SMA will provide 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 entire right-of-way width of the project limits described above. In addition, SMA will also collect survey information for preparation of Doña Ana County (DAC) 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 will not be completed at this time. Survey datum will be North American (horizontal) Datum NAD 83 and North American Vertical Datum NAVD 88.
2. Utility Coordination: SMA will submit a design conference ticket to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project and

subsequent surveying of the indicated utilities. SMA will not follow-up with utilities that do not respond to the design conference ticket. *Note: SMA has not included a title search or physical utility location with associated mapping.*

3. Property Research: SMA will research County Right-of-Way Maps, and will research County records for descriptions of right-of-way.

### ***P3T20 – PRELIMINARY DESIGN***

4. As-built Research: SMA will go through the Owner's available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
5. Design of Water Line Plan: SMA will prepare a preliminary horizontal alignment design for the waterline(s) incorporating the data from the as-built research and the property and easement research.
6. Design of Water Line Profile: SMA will prepare the design of the profile for the waterline. This profile will take into account the known underground utilities and will account for depth of bury and address issues associated with high and low points in the waterline.
7. Design Water Connections: SMA will complete the design of the connections for the proposed waterline(s). SMA will design the connections to the existing system and any branch lines. Design of service lines connections will not be included in this task because this work is covered by our standard details and coordinated during the construction phase.
8. Opinion of Probable Construction Cost (OPCC): With the design complete for the waterline(s), SMA will estimate the quantities for all of the proposed items and will prepare unit cost price estimates for each of the items using our database of existing projects and other means.
9. Design Review with Owner: SMA will conduct a meeting with the Owner's representative to review the preliminary design. SMA will deliver one (1) copy of the plans and the construction cost estimate prior to this design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles and connections for the waterline(s) and to ensure that the profiles and pipe sizes, and locations of connections are acceptable to the Owner. Some possible issues that we hope to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey, Owner preferences for the waterline profiles and connections related to operation and maintenance.
10. Revisions to Preliminary Design: SMA will make applicable revisions necessary to attempt to incorporate the design review comments obtained in the review with the Owner.

### ***P4T20 – FINAL DESIGN***

11. Prepare Contract Documents and Specifications: This task includes modifying the EJCDC standard contract to match this project and preparing a bid schedule. SMA will also prepare technical specifications to cover the scope of work for this project.
12. Submission to NMED: SMA will submit the pre-final plans, contract documents and specifications (Construction Documents) to the NMED for their review concurrent with the design review with Owner. It is our intention to address all of the comments from the Owner together with the comments from NMED at the same time.



13. Submission to Funding Agency: SMA will submit the pre-final plans, contract documents and specifications (Construction Documents) to the Funding Agency, for their review concurrent with the design review with Owner. It is our intention to address any additional comments from the Owner together with the comments from New Mexico Environment Department (NMED) Drinking Water Bureau, NMED Construction Programs Bureau, and Funding Agency at the same time.
14. Right-of-Way Permits: SMA will submit right-of-way Permit applications with the pre-final plans to Doña Ana County. SMA will relay comments received during the permitting process to the Owner to ensure that the Owner is in agreement with design changes needed.
15. Design Review with Owner: SMA will conduct a meeting with the Owner's representative to review the pre-final design. SMA will deliver one (1) copy of the pre-final Construction Documents and the construction cost estimate prior to this design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles and connections for the waterline(s) and to ensure that the profiles and pipe sizes, and locations of connections are acceptable to the Owner. Some possible issues that we hope to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey, Owner preferences for the waterline profiles and connections related to operation and maintenance.
16. Revisions to Construction Documents: SMA will make revisions necessary to attempt to incorporate the design review comments obtained in the review with the Owner and from the NMED review. The contract documents will be updated to include applicable wage rates as required by the funding agency.
17. Revisions to OPCC: The OPCC will be updated to reflect the design changes.
18. Resubmittal: SMA will re-submit the revised Construction Documents to NMED and Funding Agency as needed based on review comments received.
19. Production: SMA will produce a final plan set, a final unbound set of the contract documents and specifications. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. SMA will deliver one (1) hardcopy of the final Construction Documents and the construction cost estimate (and one (1) digital pdf copy) to the Owner after production.

## **ASSUMPTIONS**

Assumptions made in developing the fee:

1. *SMA assumes that the Owner holds titles or easements to any properties required for the project with the exception of public rights-of-way listed above. Any additional boundary surveys or easements will require an amendment to this contract, which will be negotiated with the Owner.*
2. *SMA did not include Bid Facilitation, Construction Administration, or Construction Observation Phase Services in this Scope of Services. SMA will negotiate the scope and fee for these services at a later date.*





**COMPENSATION**

The budgets for the following phases of the project will be billed on a lump sum basis; therefore, the progress 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.

Budget Summary		
Task	Description	Budget Requested
P3T01	Field Survey and Mapping	\$6,996.00
P3T20	Preliminary Design	\$36,892.00
P4T20	Final Design	\$23,115.00
Total Engineering Services Cost (not including NMGRT)		\$67,003.00



## 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 4<sup>th</sup> day of August, 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 \$67,003.00, 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 60 calendar days for P3T01 after notice to proceed is received; 120 calendar days P3T20 after notice to proceed is received; 60 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.

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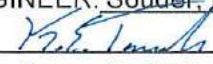
9. Signatures

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 4Aug16

OWNER: Doña Ana MDWCA  
By \_\_\_\_\_  
Type Name Mr. Jim Melton  
Title President  
Date 4Aug16

ATTEST:  \_\_\_\_\_  
Type Name Lilla J. Reid, P.E.  
Title Senior Design Manager  
Date 28Jul16

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 28Jul16

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 W Via Norte  
Project Number: 6325349  
Owner: Doña Ana MDWCA  
Date of Submittal: July 28, 2016  
Tax Rate on Services: 8.3125%

### TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P3T01 - Field Survey and Mapping	\$ 6,996.00	\$ 581.54	\$ 7,577.54
P3T20 - Preliminary Design	\$ 36,892.00	\$ 3,066.65	\$ 39,958.65
P4T20 - Final Design	\$ 23,115.00	\$ 1,921.43	\$ 25,036.43
<b>TOTALS</b>	<b>\$ 67,003.00</b>	<b>\$ 5,569.62</b>	<b>\$ 72,572.62</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: DAMDWCA W Via Norte  
 Project Number: 6325349  
 Owner: Doña Ana MDWCA  
 Date of Submittal: July 28, 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	Eng/CAD Surv/Field Tech II	Admin III	GPS	Mileage	Expenses	Total SMA	Total Task
<b>Billing Rate per Unit</b>	\$ 200	\$ 180	\$ 160	\$ 120	\$ 85	\$ 75	\$ 85	\$ 20	\$ 0.54	\$ 1.00		
<b>Unit</b>	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
<b>Task</b>												
<b>P3T01 - Field Survey and Mapping</b>												
Start-Up Meeting Preparation				1							\$ 120	
Start-Up Meeting w/ Survey Team	1	1		1	1						\$ 585	
Survey Plan / Instructions				1							\$ 120	
Survey Research:												
Utility Locations				1							\$ 120	
Data Collection				2	1						\$ 325	
Obtain Permission to Survey				1	2						\$ 290	
Perform Field Research					2						\$ 170	
Perform Field Survey												
Via Norte					15	15		15	20	60	\$ 2,771	
Picacho Hills Drive					4	4		4	10	30	\$ 755	
Establish Utility & RAW Location				2							\$ 240	
Establish Control Points					1						\$ 85	
Download Data / tins & contours				1							\$ 120	
Prepare Mapping				2	6						\$ 750	
Verify Accuracy of Survey			1	1							\$ 280	
Management and Invoicing		1					1				\$ 265	
<b>Subtotal Hours:</b>	1	2	1	13	32	19	1	19	30	90	\$ 6,996	\$ 6,996
<b>Subtotal Cost:</b>	\$ 200	\$ 360	\$ 160	\$ 1,560	\$ 2,720	\$ 1,425	\$ 85	\$ 380	\$ 16	\$ 90	\$ 6,996	\$ 6,996

**Total Cost of Data Collection Phase Services: \$ 6,996**

**EXHIBIT B.2 - COST PROPOSAL**

**Souder, Miller & Associates  
Professional Services and Expenses Task/Hours/Fee Breakdown Related To  
DESIGN PHASE - BASIC ENGINEERING SERVICES**

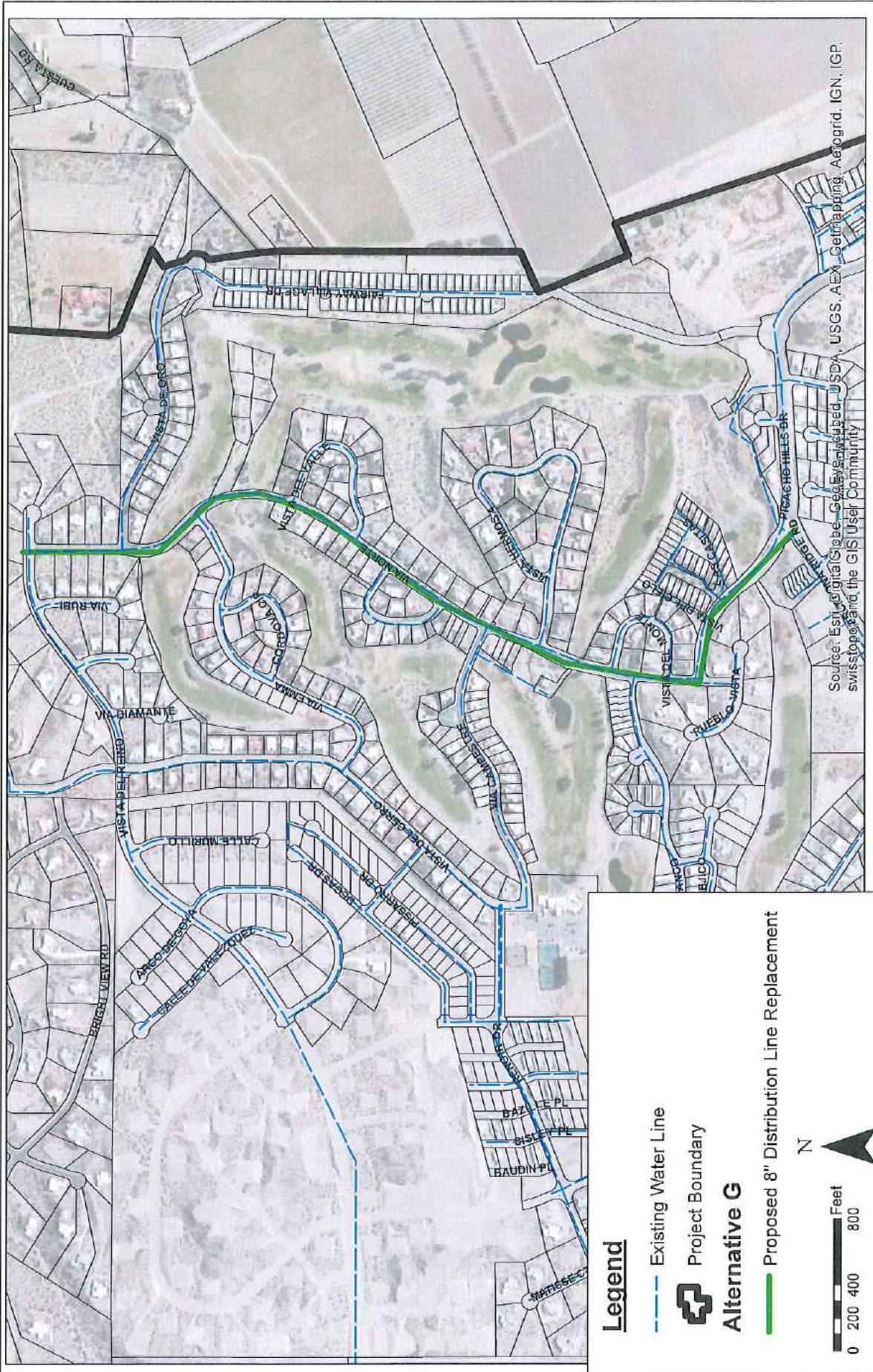
Project Description: DAMDWCA W Via Norte  
 Project Number: 6325349  
 Owner: Doña Ana MDWCA  
 Date of Submittal: July 28, 2016  
 Tax Rate on Services: 8.3125%

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 III	Mileage	Expenses	Total SMA	Total Task
Billing Rate per Unit	\$ 200	\$ 180	\$ 160	\$ 120	\$ 90	\$ 85	\$ 85	\$ 0.54	\$ 1.00		
Task	Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
<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						\$	460
Scoping Meeting w/ NMED / Client		1						40		\$	202
Dwg / Detail Plan / Spec Outline			1	2						\$	400
Project Management Plan/Coord.			1	2			1			\$	485
Team Meeting Preparation		1								\$	180
Design Team Meeting	1	1	2	2	1	1				\$	1,115
<b>Preliminary Design (Below):</b>										\$	-
Scope of Work			1	5		8				\$	1,440
Survey Control			1	5		8				\$	1,440
Via Norte			6	30		60				\$	9,660
Picacho Hills Drive			2	10		20				\$	3,220
Crossings			1	4		10				\$	1,490
Traffic Control			2	8		20				\$	2,980
ARV, Water Hammer, etc. calculations		1	4		6					\$	1,360
Coordination w/ Utility Comps				6	5				50	\$	1,220
R/W & Permitting Requirements		2	4	8						\$	1,960
In-House Quality Control		5	16							\$	3,460
Design Review			8	12						\$	2,720
Production					2	4	1		50	\$	655
Client Review Meeting(s)		2	3							\$	840
Provide OPCC			2	6						\$	1,040
Management and Invoicing		1					1			\$	265
<b>Subtotal Hours:</b>	1	16	55	102	14	131	3	40	100	\$	36,892
<b>Subtotal Cost:</b>	\$ 200	\$ 2,880	\$ 8,800	\$ 12,240	\$ 1,260	\$ 11,135	\$ 255	\$ 22	\$ 100	\$	36,892

<b>P4T20 - Final Design</b>											
R/W & Utility Adjustment Req s			2							\$	320
Team Meeting Preparation				1						\$	120
Team Meeting		1	1	1						\$	460
Utility Coordination			1	3						\$	520
<b>Final Design (Below):</b>										\$	-
Scope of Work				1		1				\$	205
Survey Control				1		1				\$	205
Via Norte			6	12		48				\$	6,480
Picacho Hills Drive			2	4		16				\$	2,160
Crossings			1	1		6				\$	790
Traffic Control			1	2		12				\$	1,420
Update Technical Specifications			3	16			1		50	\$	2,535
Update Contract Documents			2	6			1		50	\$	1,415
Update OPCC			2	3						\$	680
Client Review Meeting		2	2							\$	680
Address Client/Agency Comments			2	6						\$	1,040
In-House Quality Control	2		12							\$	2,320
Design Review		3		8						\$	1,500
Management and Invoicing		1					1			\$	265
<b>Subtotal Hours:</b>	2	7	37	67	0	84	3	0	100	\$	23,115
<b>Subtotal Cost:</b>	\$ 400	\$ 1,260	\$ 5,920	\$ 8,040	\$ -	\$ 7,140	\$ 255	\$ -	\$ 100	\$	23,115

**Total Cost of Design Phase Services: \$ 60,007**



Source: Esri, DigitalGlobe, GeoEye, Earthstar (USA), USGS, AeroGRID, IGN, IGP, swisstopo and the GIS User Community

Figure 10

Alternative G - Picacho Hills Drive and Via Norte Waterline Replacement  
 Doña Ana MDWCA District #5 Water System Improvements  
 Las Cruces, New Mexico

Date Saved:	4/15/2014
By:	
By:	
Copyright 2013 Souder, Miller & Associates - All Rights Reserved	

Revisions	Deser:
Date:	Deser:
Date:	Deser:
Date:	Deser:
Date:	Deser:

Drawn \_\_\_\_\_  
 Checked \_\_\_\_\_  
 Approved \_\_\_\_\_



401 North Seventeenth Street, Suite 4  
 Las Cruces, New Mexico 88005-8131  
 (505) 647-0799 / 647-0680 (Fax)  
 www.soudermiller.com  
 Serving the Southwest & Rocky Mountains





July 28, 2016

# 6325370

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: WWTP FENCE PROJECT, DOÑA ANA MDWCA

Dear Ms. Horton:

Enclosed please find the contract package for the Wastewater Treatment Plant (WWTP) Fence Project, as provided under the 2015-02 contract agreement for wastewater. This package is for preliminary design and bid administration phase services at the District 5 WWTP site. The costs and scope of work presented herein are consistent with that discussed with the Doña Ana Mutual Domestic Water Consumers Association (MDWCA) in a project progress meeting held on July 26, 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 J. Reid', is written over a light blue horizontal line.

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

cc: Mr. Abenicio Fernandez, Project Manager

# ATTACHMENT II and III

## EXHIBIT B.1 – DESIGN SCOPE OF SERVICES AND COST PROPOSAL

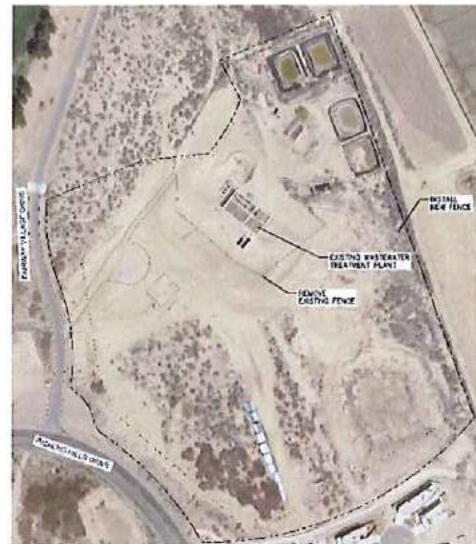
SERVICES RELATING TO THE WWTP FENCE PROJECT  
DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION  
DOÑA ANA COUNTY, NEW MEXICO  
JULY 28, 2016

### PROJECT DESCRIPTION

This scope of services is in response to the request by the Owner, Doña Ana Mutual Domestic Water Consumers Association (MDWCA), to Souder, Miller & Associates (SMA) to design approximately 3,500 linear feet (LF) of 7-foot tall chain-link fence with 3 strands barbed wire at the District 5 Wastewater Treatment Plant (WWTP).

### P8T20 – PRELIMINARY DESIGN

1. Design of Fence Plan: SMA will prepare a preliminary horizontal alignment design for the fence incorporating the data provided by Owner.
2. Opinion of Probable Construction Cost (OPCC): With the design complete for the fence, SMA will estimate the quantities for all of the proposed items and will prepare unit cost price estimates for each of the items using our database of existing projects and other means.
3. Design Review with Owner: SMA will conduct a meeting with the Owner's representative to review the design. SMA will deliver one (1) copy of the plans and the construction cost estimate prior to this design review meeting. The purpose of this meeting will be to identify any issues with the placement of the fence. Some possible issues that we hope to identify at this stage include: private or public utilities that were not identified on the available data provided by the Owner, landscaping or structures that were not identified, Owner preferences for the gate locations related to operation and maintenance.
4. Revisions to Preliminary Design: SMA will make applicable revisions necessary to attempt to incorporate the design review comments obtained in the review with the Owner.
5. Prepare Contract Documents and Technical Specifications: This task includes modifying the standard contract to match this project and preparing a bid schedule. SMA will also prepare technical specifications to cover the scope of work for this project.
6. Submission to NMED: SMA will submit the plans contract documents and specifications (Construction Documents) to the New Mexico Environment Department (NMED) Construction Programs Bureau



for their review concurrent with the design review with Owner. It is our intention to address all of the comments from the Owner together with the comments from NMED at the same time.

7. Revisions to Construction Documents: SMA will make revisions necessary to attempt to incorporate the design review comments obtained in the review with the Owner and from the NMED review. The contract documents will be updated to include applicable wage rates as required by the funding agency.
8. Revisions to OPCC: The OPCC will be updated to reflect the design changes.
9. Resubmittal: SMA will re-submit the revised Construction Documents to NMED and Funding Agency as needed based on review comments received.
10. Production: SMA will produce a plan set, a final unbound set of the contract documents and technical specifications. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. SMA will deliver one (1) hardcopy of the final Construction Documents to the Owner after production.

### ***P5T01 – BID ADMINISTRATION***

11. Distribute Bid Documents: SMA will make ten (10) copies of the Construction Documents and will distribute the construction documents to interested contractors during bidding and to local plan rooms. Contractors may obtain copies by leaving a monetary deposit, or by contacting our office to obtain access to the digital files on our website. SMA will retain the deposit in the event that the documents are not returned. After bids are opened, SMA will keep copies on file for the selected contractor's use for a period of thirty (30) days. After this time, the surplus copies will be recycled. If the owner wishes to retain the surplus copies, SMA will deliver the copies to the owner at the end of the 30 days.
12. Substitution Evaluation: SMA will evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents prior to award of contracts for the Work. Engineer shall issue a bid addendum to allow approved "or equals" and substitutes.
13. Answer Questions During Bidding: SMA will accept and answer questions from contractors during bidding.
14. Prepare Addenda if Required: If any additional information needs to be included in the construction documents, SMA will prepare addenda and distribute these addenda to all interested contractors, to the Owner and to the funding agency.
15. Pre-bid Conference: There will be no pre-bid conference held for this project.
16. Open Bids: The contractors will submit their bids to the Owner up to the bid opening deadline. After the bid opening deadline, SMA will read the bids received aloud, and will adjourn the bid opening meeting.
17. Preparation of Bid Tabulation: SMA will examine and tabulate the bids received to identify any math or extension errors.
18. Preparation of Recommendation of Award: SMA will examine the bid packages received for completeness. SMA will check 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.

## **ASSUMPTIONS**

Assumptions made in developing the fee:

1. *SMA assumes that the Owner holds titles or easements to any properties required for the project. Any additional boundary surveys or easements will require an amendment to this contract, which will be negotiated with the Owner.*
2. *SMA did not include Data Collection, Construction Administration, or Construction Observation Phase Services in this Scope of Services. If required, SMA will negotiate the scope and fee for these services at a later date, as requested by Owner.*

## **COMPENSATION**

The budgets for the following phases of the project will be billed on a lump sum basis; therefore, the progress 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. NMGR will be added to each invoice at the time of billing.

<b>Budget Summary</b>		
<b>Task</b>	<b>Description</b>	<b>Budget Requested</b>
P8T20	Preliminary Design	\$6,590.00
P5T01	Bid Administration	\$4,091.00
<b>Total Engineering Services Cost (not including NMGR)</b>		<b>\$10,681.00</b>

## 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 4<sup>th</sup> day of August, 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 \$10,681.00, 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 P8T20 after notice to proceed is received; 60 calendar days P5T01 after notice to proceed is received to bid the project; 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 4Aug16

OWNER: Doña Ana MDWCA  
By \_\_\_\_\_  
Type Name Mr. Jim Melton  
Title President  
Date 4Aug16

ATTEST:  \_\_\_\_\_  
Type Name Lilla J. Reid, P.E.  
Title Senior Design Manager  
Date 28Jul16

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 28Jul16

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 WWTP Fence  
**Project Number:** 6325370  
**Owner:** Doña Ana MDWCA  
**Date of Submittal:** July 28, 2016  
**Tax Rate on Services:** 8.3125%

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

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P8T20 - Design Phase	\$ 6,590.00	\$ 547.79	\$ 7,137.79
P5T01 - Bid Administration	\$ 4,091.00	\$ 340.06	\$ 4,431.06
<b>TOTALS</b>	<b>\$ 10,681.00</b>	<b>\$ 887.86</b>	<b>\$ 11,568.86</b>



**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: DAMDWCA WWTP Fence  
 Project Number: 6325370  
 Owner: Doña Ana MDWCA  
 Date of Submittal: July 28, 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 I	Eng/CAD Surv/Field Tech III	Admin III	Expenses	Total SMA	Total Task
<b>Billing Rate per Unit</b>	\$ 200	\$ 180	\$ 160	\$ 105	\$ 85	\$ 85	\$ 1.00		
<b>Unit</b>	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Actual	\$	\$
<b>Task</b>									
<b>P&amp;T20 - Design Phase</b>									
Dwg / Detail Plan / Spec Outline			1					\$ 160	
Project Management Plan/Coord.			1					\$ 160	
<b>Preliminary Design (Below):</b>									
Cover/Index/General Notes			1		5			\$ 585	
Survey Control/SOW/Site Plan		1	1	1	5			\$ 870	
Fence Details			1		5			\$ 585	
Contract Documents			4	5			20	\$ 1,185	
Technical Specifications			2	3			20	\$ 655	
Address Client/Agency Comments			1	2	2			\$ 540	
In-House Quality Control		1	6					\$ 1,140	
Design Review		2						\$ 360	
Production					1	1	20	\$ 190	
Client Review Meeting(s)			1					\$ 160	
<b>Subtotal Hours:</b>	0	4	19	11	18	1	60	\$ 6,590	\$ 6,590
<b>Subtotal Cost:</b>	\$ -	\$ 720	\$ 3,040	\$ 1,155	\$ 1,530	\$ 85	\$ 60	\$ 6,590	

**Total Cost of Design Phase Services: \$ 6,590**

**EXHIBIT C.2 - COST PROPOSAL**

**Souder, Miller & Associates**

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

**BIDDING PHASE SERVICES**

**Project Description:** DAMDWCA WWTP Fence  
**Project Number:** 6325370  
**Owner:** Doña Ana MDWCA  
**Date of Submittal:** July 28, 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	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech III	Admin III	Mileage	Expenses	Total SMA	Total Task
<b>Billing Rate per Unit</b>	\$ 200	\$ 180	\$ 160	\$ 90	\$ 85	\$ 85	\$ 0.54	\$ 1.00		
<b>Unit</b>	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
<b>Task</b>										
<b>P5T01 - Bid Administration</b>										
Pre-Advertisement Coordination			1						\$ 160	
Advertisement for Bids			1			1			\$ 245	
Preparation/Distribution Packets (10)		1	2		2	5		50	\$ 1,145	
Addenda and Clarifications			2	2				20	\$ 520	
Receive Bids, Bid Opening		2		2					\$ 540	
Evaluate Bids / Call Ref			1	3		3	20		\$ 696	
Recommendation/Award of Bid		1	1	2					\$ 520	
Management and Invoicing		1				1			\$ 265	
<b>Subtotal Hours:</b>	0	5	8	9	2	10	20	70	\$ 4,091	\$ 4,091
<b>Subtotal Cost:</b>	\$ -	\$ 900	\$ 1,280	\$ 810	\$ 170	\$ 850	\$ 11	\$ 70	\$ 4,091	

**Total Cost of Bidding Phase Services: \$ 4,091**



July 28, 2016

#6325360

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: BLUE HAWK WATERLINE EXTENSION PROJECT, DOÑA ANA MDWCA

Dear Ms. Horton:

Enclosed please find the contract package for the Blue Hawk Waterline Project, as provided under the 2015-03 contract agreement for water. This package is for field survey and preliminary design of a waterline extension that will be installed by Doña Ana Mutual Domestic Water Consumers Association (MDWCA) staff. The costs and scope of work presented herein are consistent with that discussed with the Doña Ana MDWCA in a project progress meeting held on July 26, 2016.

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

Sincerely,

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

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

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

cc: Mr. Abenicio Fernandez, Project Manager

## ATTACHMENT II

### EXHIBIT B.1 – DESIGN SCOPE OF SERVICES AND COST PROPOSAL

SERVICES RELATING TO THE BLUE HAWK WATERLINE PROJECT  
DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION  
DOÑA ANA COUNTY, NEW MEXICO  
JULY 28, 2016

#### ***PROJECT DESCRIPTION***

This scope of services is in response to the request by Doña Ana Mutual Domestic Water Consumers Association (MDWCA) to Souder, Miller & Associates (SMA) to design a waterline extension. This extension will be installed by Doña Ana Mutual Domestic Water Consumers Association (MDWCA) operations staff. The project includes the design of approximately 6,000 linear feet (LF) of 2-inch waterline and related appurtenances near Blue Hawk Road:

- 2-inch to House 2,500 LF
- 2-inch to Barn 3,500 LF



#### ***P3T01 – FIELD SURVEY AND MAPPING***

1. Survey support: SMA will provide 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 entire right-of-way width of the project limits described above. 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 will not be completed at this time. Survey datum will be North American (horizontal) Datum NAD 83 and North American Vertical Datum NAVD 88.
2. Utility Coordination: SMA will submit a design conference ticket to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project and subsequent surveying of the indicated utilities. SMA will not follow-up with utilities that do not respond to the design conference ticket. *Note: SMA has not included a title search or physical utility location with associated mapping.*

### ***P3T20 – PRELIMINARY DESIGN***

3. As-built Research: SMA will go through the Owner's available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
4. Design of Waterline Plan: SMA will prepare a preliminary horizontal alignment design for the waterline(s) incorporating the data provided by Owner (No waterline profile will be provided).
5. Design Review with Owner: SMA will conduct a meeting with the Owner's representative to review the design. SMA will deliver one (1) copy of the plans and the construction cost estimate prior to this design review meeting. The purpose of this meeting will be to identify any issues with the alignment, and connections for the waterline(s) and to ensure that pipe sizes, and locations of connections are acceptable to the Owner. Some possible issues that we hope to identify at this stage include: private or public utilities that were not identified on the available data provided by the Owner, landscaping or structures that were not identified on the topographical survey, Owner preferences for the waterline related to operation and maintenance.
6. Revisions to Preliminary Design: SMA will make applicable revisions necessary to attempt to incorporate the design review comments obtained in the review with the Owner.
7. Prepare Technical Specifications: SMA will also prepare technical specifications to cover the scope of work for this project.
8. Submission to NMED: SMA will submit the plans and specifications to the NMED DWB as a project notification that will not require NMED DWB approval.
9. Production: SMA will produce a plan set, a final unbound set of technical specifications. SMA will deliver one (1) hardcopy of the final plans and technical specification to the Owner after production.

### ***ASSUMPTIONS***

Assumptions made in developing the fee:

1. *SMA assumes that the Owner holds titles or easements to any properties required for the project with the exception of public rights-of-way. Any additional boundary surveys or easements will require an amendment to this contract, which will be negotiated with the Owner.*
2. *SMA did not include Final Design, Bid Facilitation, Construction Administration, or Construction Observation Phase Services in this Scope of Services. SMA will negotiate the scope and fee for these services at a later date, as requested by Owner.*
3. *SMA assumes that the Owner will install the waterline extension and final design and record drawings will not be required.*

**COMPENSATION**

The budgets for the following phases of the project will be billed on a lump sum basis; therefore, the progress 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.

Budget Summary		
Task	Description	Budget Requested
P3T01	Field Survey and Mapping	\$4,922.00
P3T20	Preliminary Design	\$9,925.00
Total Engineering Services Cost (not including NMGRT)		\$14,847.00



## 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 Dofia Ana Mutual Domestic Water Consumers Association the OWNER, and Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this 4<sup>th</sup> day of August, 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 \$14,847.00, 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; 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.

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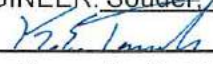
9. Signatures

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 4Aug16

OWNER: Doña Ana MDWCA  
By \_\_\_\_\_  
Type Name Mr. Jim Melton  
Title President  
Date 4Aug16

ATTEST:   
Type Name Lilla J. Reid, P.E.  
Title Senior Design Manager  
Date 28Jul16

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 28Jul16

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 W Blue Hawk  
Project Number: 6325360  
Owner: Doña Ana MDWCA  
Date of Submittal: July 28, 2016  
Tax Rate on Services: 8.3125%

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

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P3T01 - Field Survey and Mapping	\$ 4,922.00	\$ 409.14	\$ 5,331.14
P3T20 - Preliminary Design	\$ 9,925.00	\$ 825.02	\$ 10,750.02
<b>TOTALS</b>	\$ 14,847.00	\$ 1,234.16	\$ 16,081.16

**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:** DAMDWCA W Blue Hawk  
**Project Number:** 6325360  
**Owner:** Doña Ana MDWCA  
**Date of Submittal:** July 28, 2016  
**Tax Rate on Services:** 8.3125%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Design Manager	Project Eng./Sci. Mgr II	Eng/CAD Surv/Field Tech III	Eng/CAD Surv/Field Tech II	Admin III	GPS	Mileage	Expenses	Total SMA	Total Task
<b>Billing Rate per Unit</b>	\$ 200	\$ 180	\$ 120	\$ 85	\$ 75	\$ 85	\$ 20	\$ 0.54	\$ 1.00		
<b>Unit</b>	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
<b>Task</b>											
<b>P3T01 - Field Survey and Mapping</b>											
Survey Plan / Instructions			1							\$ 120	
Survey Research:											
Utility Locations			1							\$ 120	
Data Collection			2	1						\$ 325	
Perform Field Survey											
House	2500			6	6		6	20	30	\$ 1,121	
Barn	3500			9	9		9	20	30	\$ 1,661	
Establish Utility & RW Location			2							\$ 240	
Establish Control Points				1						\$ 85	
Download Data / tins & contours			1							\$ 120	
Prepare Mapping			2	5						\$ 665	
Verify Accuracy of Survey	1									\$ 200	
Management and Invoicing		1				1				\$ 265	
<b>Subtotal Hours:</b>	<b>1</b>	<b>1</b>	<b>9</b>	<b>22</b>	<b>15</b>	<b>1</b>	<b>15</b>	<b>40</b>	<b>60</b>	<b>\$ 4,922</b>	<b>\$ 4,922</b>
<b>Subtotal Cost:</b>	<b>\$ 200</b>	<b>\$ 180</b>	<b>\$ 1,080</b>	<b>\$ 1,870</b>	<b>\$ 1,125</b>	<b>\$ 85</b>	<b>\$ 300</b>	<b>\$ 22</b>	<b>\$ 60</b>	<b>\$ 4,922</b>	

**Total Cost of Data Collection Phase Services: \$ 4,922**

**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: DAMDWCA W Blue Hawk  
 Project Number: 6325360  
 Owner: Doña Ana MDWCA  
 Date of Submittal: July 28, 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	Eng/CAD Surv/Field Tech III	Admin III	Expenses	Total SMA	Total Task
<b>Billing Rate per Unit</b>	\$ 200	\$ 180	\$ 160	\$ 85	\$ 85	\$ 1.00		
<b>Unit</b>	Hrs	Hrs	Hrs	Hrs	Hrs	Actual	\$	\$
<b>Task</b>								
<b>P3T20 - Preliminary Design</b>								
Dwg / Detail Plan / Spec Outline			1				\$ 160	
Project Management Plan/Coord.			1				\$ 160	
Design Team Meeting	1	1	1	1			\$ 625	
Preliminary Design (Below):							\$ -	
Scope of Work			1	6			\$ 670	
Survey Control			1	6			\$ 670	
2" to House			3	18			\$ 2,010	
2" to Barn			4	24			\$ 2,680	
Technical Specifications			5			20	\$ 820	
In-House Quality Control		1	6				\$ 1,140	
Design Review			4				\$ 640	
Production				1	1	20	\$ 190	
Client Review Meeting(s)			1				\$ 160	
<b>Subtotal Hours:</b>	<b>1</b>	<b>2</b>	<b>28</b>	<b>56</b>	<b>1</b>	<b>40</b>	<b>\$ 9,925</b>	<b>\$ 9,925</b>
<b>Subtotal Cost:</b>	<b>\$ 200</b>	<b>\$ 360</b>	<b>\$ 4,480</b>	<b>\$ 4,760</b>	<b>\$ 85</b>	<b>\$ 40</b>	<b>\$ 9,925</b>	