



*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 18, 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 08-04-2016 Regular Meeting

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

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

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

### **Board President Report**

#### **Staff Reports**

2. Executive Director

#### **New Business**

None

#### **Consent Agenda**

None

#### **Unfinished Business**

3. Approval of contract 63254406, Transmission Waterline Improvement 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 minutes are from the Regular Board Meeting of Doña Ana Mutual Domestic Water Consumers Association Board of Directors, August 4, 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

Secretary/ Treasurer- Kurt Anderson, Present

Board Member- Raymond Ponteri, Present

Board Member- Justin Sparks, Present

### **Others in Attendance:**

Executive Director- Jennifer Horton

Attorney- Joshua Smith

Community Members- Jim Hayhoe, Larry Williams, Lynn Breckenridge, Mike Slover, Kathy Rodger, Jan Tanhamato, Bob Zolto, Mike Izon

### **Approval of Agenda**

Dr. Anderson moved to approve the agenda for the August 4, 2016 Regular Board Meeting as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. The Chair called for a vote on the motion; the motion carried by roll call vote 5-0.

### **Minutes**

Dr. Anderson moved to approve the Regular Board Meeting Minutes of July 21, 2016 as presented; Mr. Stull seconded the motion. The Chair called for discussion of the motion. No discussion was brought forward. The Chair called for a vote on the motion which carried by roll call vote 5-0.

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

Mr. Stull moved to approve the New Members and New Meters list as presented for July 2016; Dr. Anderson seconded the motion. The Chair called for discussion of the motion. Executive Director Jennifer Horton advised there are ten (10) names on the list consisting of eight (8) new members, two (2) existing members, and no new meters. The Chair called for a vote on the motion; the motion carried by roll call vote 5-0.

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

Item Two: Jim Hayhoe Fence Presentation

See Attachment A

### **Board President Report**

Mr. Melton reported there has been an influx of customer communication after business hours. Please note only emergencies will receive attention outside of normal operating hours.

Mr. President has received additional statements from Mr. Gradwohl with reference to his presentation disputing the adopted rate structure; all of which have been forwarded to our analyst, Carl Brown. Once Mr. Brown's comments are received the Board will review any possibilities, however at this time we will continue forward with our adopted rate structure. Mr. Melton advised he had a very productive meeting with PHPOA President Mr. Beeson and walked away with a basis whereby hopefully we can work some coordination and compromise within the arena in which the Board is allowed to function. They did not get

into specific items or instances; merely trying to get to know one another for establishing a continuing interchange of information between the residents of Picacho Hills and the Association. There is no time frame as to the possibility of moving forward on suggestions from Mr. Beeson. What has to be understood and accepted is that all Board Members are dictated by a code of conduct with statutes, polices, and requirements from funding agencies that must be considered before any final decisions can be prepared. Our fiduciary responsibility is to operate the Association as cost effectively as possible in order to provide good clean water, and safe wastewater services to the entirety of our members; while building our infrastructure to accommodate underserved areas. Picacho Hills is considered an underserved area due to the issue of only having one defective tank and will remain so until we get the new tank online. We accepted this when Picacho Hills was purchased and we are committing many dollars to try to do the job that Mutual Domestics are chartered to do: provide basic infrastructure to underserved areas.

### **Staff Reports**

#### **Executive Director**

See Attachment A

### **New Business**

No New Business

### **Unfinished Business**

Dr. Anderson moved to approve Item Four (4), to award Contract 6325349, Via Norte District 5 Water Improvement Project with Souder, Miller, and Associates; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Executive Director Jennifer Horton advised this is the contract for the design portion that includes surveying, preliminary, and final design of this waterline project to replace the lines that run end to

end on Via Norte. As numerous breaks have occurred we have confirmed we must replace the piping with C900 pipe. We have the possibility of having construction money available once the blueprint is complete, however this must be designed and approved by State agencies first. The contract is \$67,000 for field surveying, mapping, preliminary and final design before gross receipts tax; which will roughly run at an additional \$5,600. The Chair called for a vote on the motion; the motion carried by roll call vote 5-0.

Dr. Anderson moved to approve Item Five (5) Approval of Contract 6325370, Waste Water Treatment Plant (WWTP) Fence Project with Souder, Miller, and Associates; Mr. Stull seconded the motion. The Chair called for discussion of the motion. Mrs. Horton explained this is for the design of the fence to address the recent unauthorized entries and vandalism at our Wastewater Treatment Plant (WWTP), as well as numerous complaints of children playing in the pipes. We have filed police reports for these occurrences; however we cannot risk the continued breaking and entering as there has been an incident where a vandal shut off our \$500,000 headworks which could have resulted in a sewer spill. We are not fencing the perimeter. We have brought the fence in quite a bit so that it is not as visible from the road, but does fence the majority of the property to allow for storage, demonstrations for staff, and other various needs of the Association. As this does involve State money we are required to have a P.E. design and oversee construction. At this time projected costs are over \$60,000 for about 3,500 linear feet; which will require bidding for procurement. Mr. Ponteri advised he has been researching this area and would like to propose bringing the fencing boundary further in to create less of a footprint as well as reduce the costs involved in order to demonstrate compromise with the residents of Picacho Hills. There is also the matter of the extra pipe that has been in Picacho Hills for a number of years. Mrs. Horton explained we are waiting on final word from NMED on our wastewater discharge permit before we can use the old pipe as payment for the new ponds that will be needed. Mr. Ponteri moved to amend contract 6325370 to reduce the amount of fencing and presented

a map of the area showing where the fence could be potentially realigned. Dr. Anderson seconded the amended motion. Mrs. Horton advised one of the big challenges with the location of Mr. Ponteri's proposal for fencing is rough terrain with many dips and curves. This type of grading in the terrain would result in additional costs, not necessarily reducing the expense. Mr. Ponteri advised the terrain varies with regard to our fencing of Well 15. Mr. Melton advised we are responsible for any damages incurred, by virtue of accidents or not. It is well documented that residents of Picacho Hills have utilized our properties as short cuts to the golf course and storage for their vehicles. At this time Mr. Melton is in support of fencing the majority of our properties on all sites in order to define our responsibility of maintenance and upkeep. Mr. Hayhoe rebutted that the residents of Picacho Hills have coexisted with utility companies without fencing for over forty years. Mr. Ponteri advised this area does not lead to the golf course, therefore the golf carts are a non-issue here. Mr. Ponteri would like to see the Board budge to create a compromise with the residents of Picacho Hills, whether it is with regard to reducing the fencing or landscaping. Mrs. Horton advised she has been working with Mr. Hayhoe on plans for potential landscaping. Mr. Sparks asked attorney Josh Smith what kind of responsibility the Association would hold if a child or someone were to be injured on our property. Mr. Smith advised each scenario is case by case, but ultimately the Association is potentially liable for any event that occurs on our property. The fencing is to prevent these occurrences. Mr. Stull advised he would like to reduce the fencing, however with his experience as a realtor and safety officer there is too much liability involved to not fence our properties. Mr. Melton advised we are actually reducing costs for the upcoming construction of the new tanks and piping for Picacho Hills by allowing our contractor to store his equipment at our facilities. Storing on our property saves money on temporary fencing and will go away with the completion of the improvement for Picacho Hills. The Chair called for a vote on the amended motion; the motion was defeated by roll call:

Mr. Stull - Abstain

Mr. Anderson – No

Mr. Ponteri – Yes

Mr. Sparks – No

Mr. Melton - No

The Chair called for any discussion on the original motion. There was no further discussion. The Chair called for a vote on the motion; the motion was defeated by roll call vote:

Mr. Stull - No

Mr. Anderson – No

Mr. Ponteri – No

Mr. Sparks – Yes

Mr. Melton - Yes

Dr. Anderson moved to approve Item Six (6) Approval of Contract 6325360, Blue Hawk Waterline Extension Project with Souder, Miller, and Associates; Mr. Stull seconded the motion. The Chair called for discussion of the motion. Mrs. Horton explained this is an extension to a house and a barn that the customer will be paying for, however the State requires this to be engineered and stamped by a P.E. The Association in this case will be responsible for the design portion of close to 6,000 feet of two (2) inch water line. This could potentially lead to additional consumers. The Chair called for a vote on the motion; the motion carried by roll call vote 5-0

### **Open Session**

No items brought to Open Session.

### **Adjournment**

Dr. Anderson moved to adjourn at 10:20 a.m.; Mr. Stull seconded the motion. The Chair called for a vote on the motion: the motion carried by roll call vote 5-0.

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Kurt Anderson  
Secretary/ Treasurer

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Date

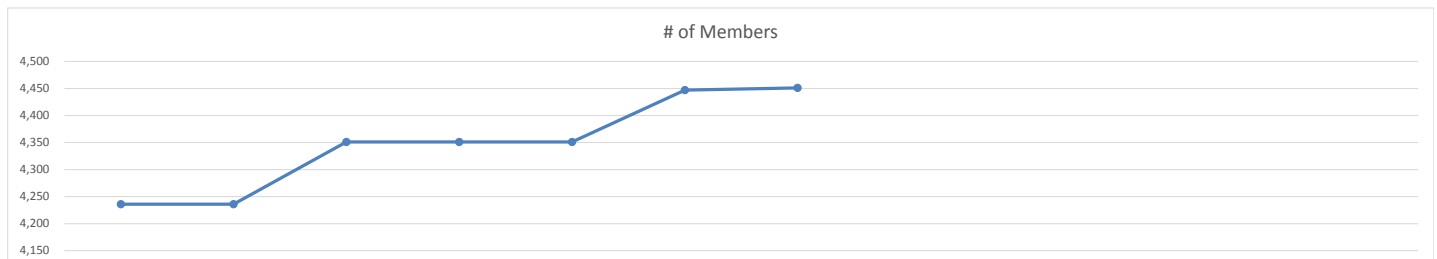
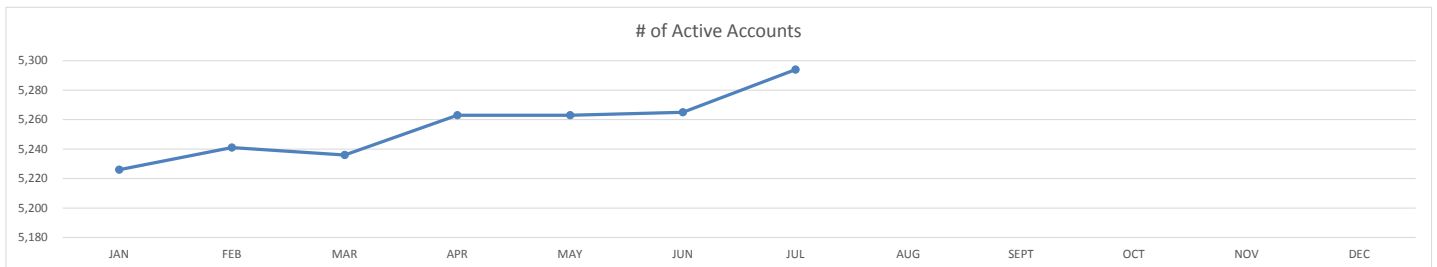
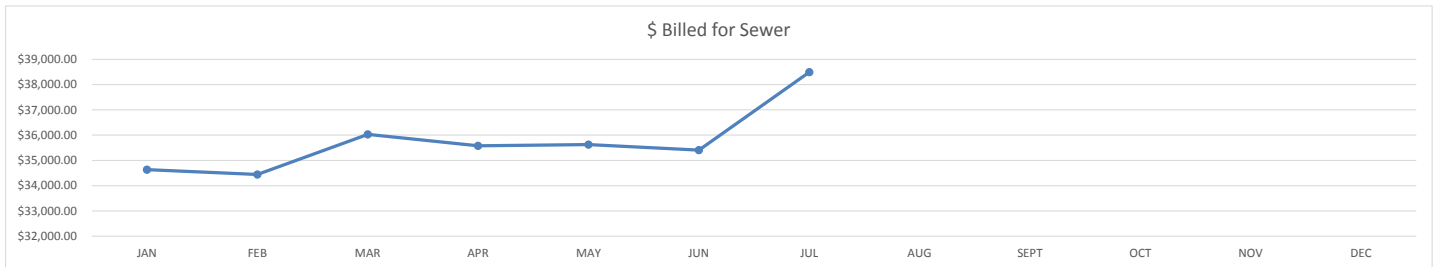
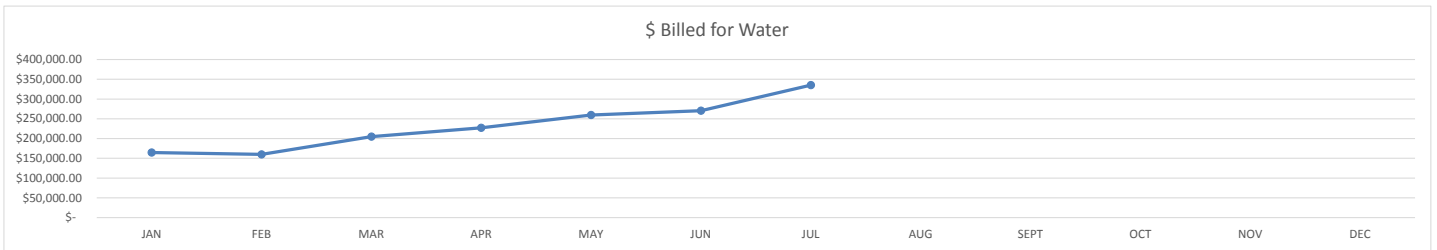
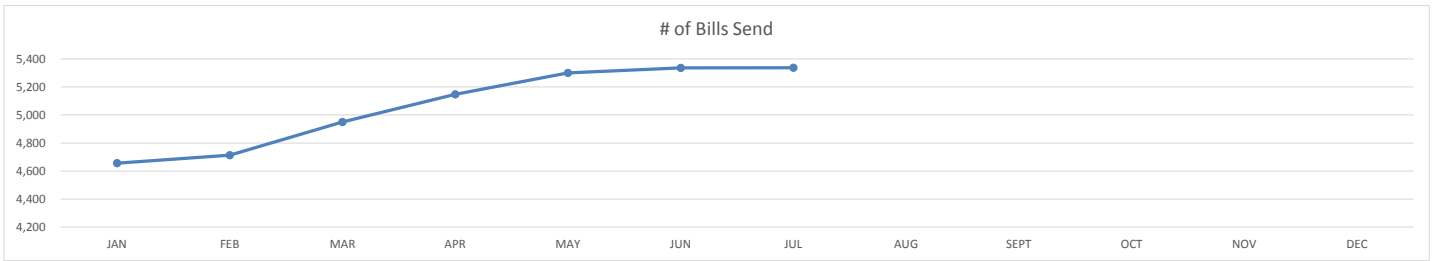
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New Meters		August					Total	
Name	Address	Tap In Fee	Water Rights	Membership	Tax	Sewer	Other Fees	Fees
Larry Bleimeyer Jr.	Walker Trail			EM				\$ -
Anthony Quintana	1312 Sissley Place			\$ 75.00	\$ 3.75			\$ 78.75
Rachel Corona	2826 Calle De Pompeii			\$ 75.00	\$ 3.75			\$ 78.75
David M. Saxton	1442 Fairway Village			\$ 75.00	\$ 3.75			\$ 78.75
Rhonda J. Minarcia	10240 Tuscany Dr.			\$ 75.00	\$ 3.75			\$ 78.75
Gary and Nicki Rogers	7205 Madera Vieja Ct.			\$ 75.00	\$ 3.75			\$ 78.75
Cristina Grost	6644 Vista Hermosa			\$ 75.00	\$ 3.75			\$ 78.75
Linda Rulwoldt	6699 Pueblo Vista			\$ 75.00	\$ 3.75			\$ 78.75
Jaime Sanchez	8175 Constitution			\$ 75.00	\$ 3.75			\$ 78.75
Richard Dimsha	2831 La Union Ct			\$ 75.00	\$ 3.75			\$ 78.75
Billy and Bobby Dictson	1292 Cassat Place			\$ 75.00	\$ 3.75			\$ 78.75
Ralph and Peggy Trujillo	1215 Villita Loop			\$ 75.00	\$ 3.75			\$ 78.75
Kevin Apodaca	604 Don Miguel			\$ 75.00	\$ 3.75			\$ 78.75
Cecilia Martinez	315 Meador Dr.			\$ 75.00	\$ 3.75			\$ 78.75
Larry Bleimeyer Jr.	1121 Montoya Rd			\$ 75.00	\$ 3.75			\$ 78.75
Hector D. Rodriguea	12305 Ft. Mc Rae			\$ 75.00	\$ 3.75			\$ 78.75
Ramon Portillo	2602 El Camino Real			\$ 75.00	\$ 3.75			\$ 78.75
Serbando Jaime	315 Meador Dr.			\$ 75.00	\$ 3.75			\$ 78.75
<b>Totals</b>		\$ -	\$ -	\$ 1,275.00	\$ 63.75	\$ -	\$ -	\$ 1,338.75

## 2016 Billing Summary

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
# of Bills Send	4,656	4,713	4,950	5,148	5,301	5,336	5337					
\$ Billed for Water	\$ 164,640.65	\$ 160,021.03	\$ 205,078.92	\$ 227,043.27	\$ 259,649.00	\$ 270,650.91	\$ 335,180.09					
\$ Billed for Sewer	\$ 34,633.13	\$ 34,443.04	\$ 36,030.74	\$ 35,576.95	\$ 35,625.00	\$ 35,410.90	\$ 38,493.09					
# of Active Accounts	5,226	5,241	5,236	5,263	5,263	5,265	5294					
# of Members	4,236	4,236	4,351	4,351	4,351	4,447	4451					





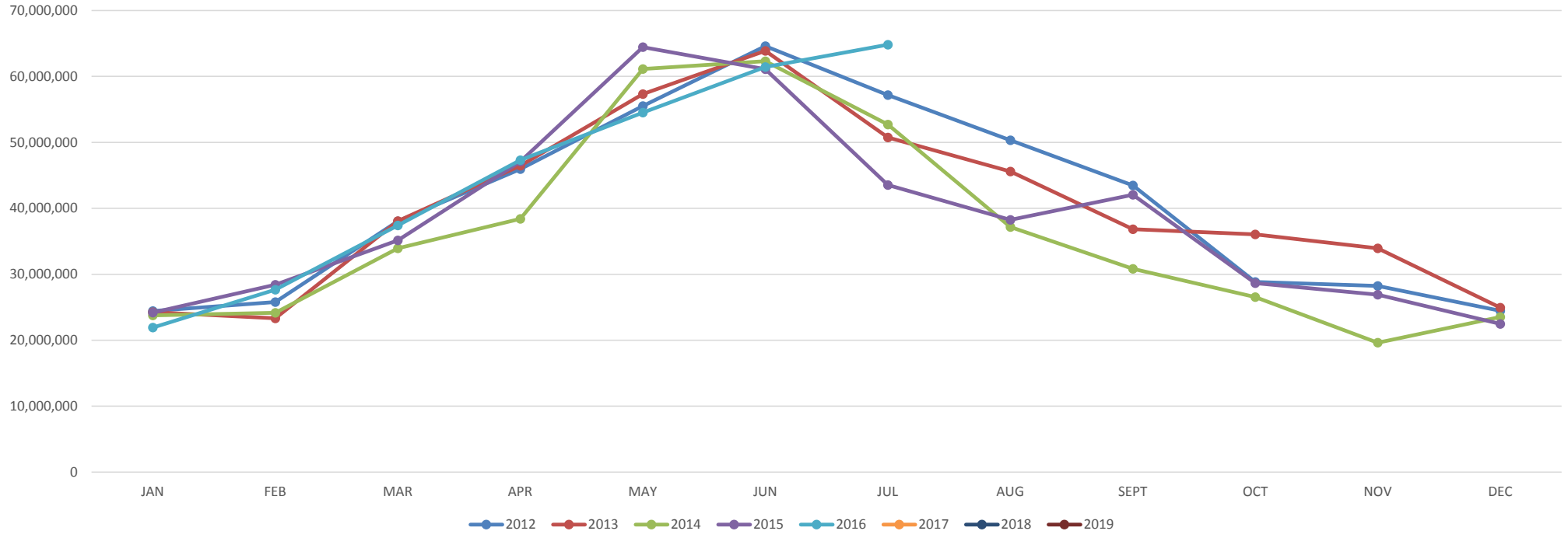
# DOÑA ANA WATER SYSTEMS PUMPING DATA

August 16, 2016

## Doña Ana MDWCA Pumping Data 2012-2019 LRG-1905, 1905 S, 1905-S-1, 1905-S-2, 1905-S-3, 1905-S-4

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2012	24,432,587	25,782,264	38,044,794	45,962,262	55,513,568	64,595,847	57,170,585	50,339,544	43,466,702	28,850,122	28,243,781	24,453,634	486,855,690	1,494.105
2013	24,249,939	23,329,610	38,064,981	46,462,497	57,317,163	63,880,675	50,741,546	45,583,545	36,827,179	36,049,128	33,950,110	24,942,391	481,398,764	1,477.359
2014	23,766,965	24,148,114	33,926,528	38,390,499	61,134,851	62,314,015	52,701,447	37,175,209	30,841,408	26,531,104	19,621,484	23,514,412	434,066,036	1,332.100
2015	24,190,459	28,421,869	35,139,500	47,094,453	64,441,095	61,109,043	43,547,088	38,263,107	42,048,368	28,646,735	26,908,590	22,478,862	462,289,169	1,418.713
2016	21,917,333	27,667,934	37,409,118	47,305,711	54,528,331	61,418,100	64,814,800						315,061,327	966.888
2017													0	0.000
2018													0	0.000
2019													0	0.000

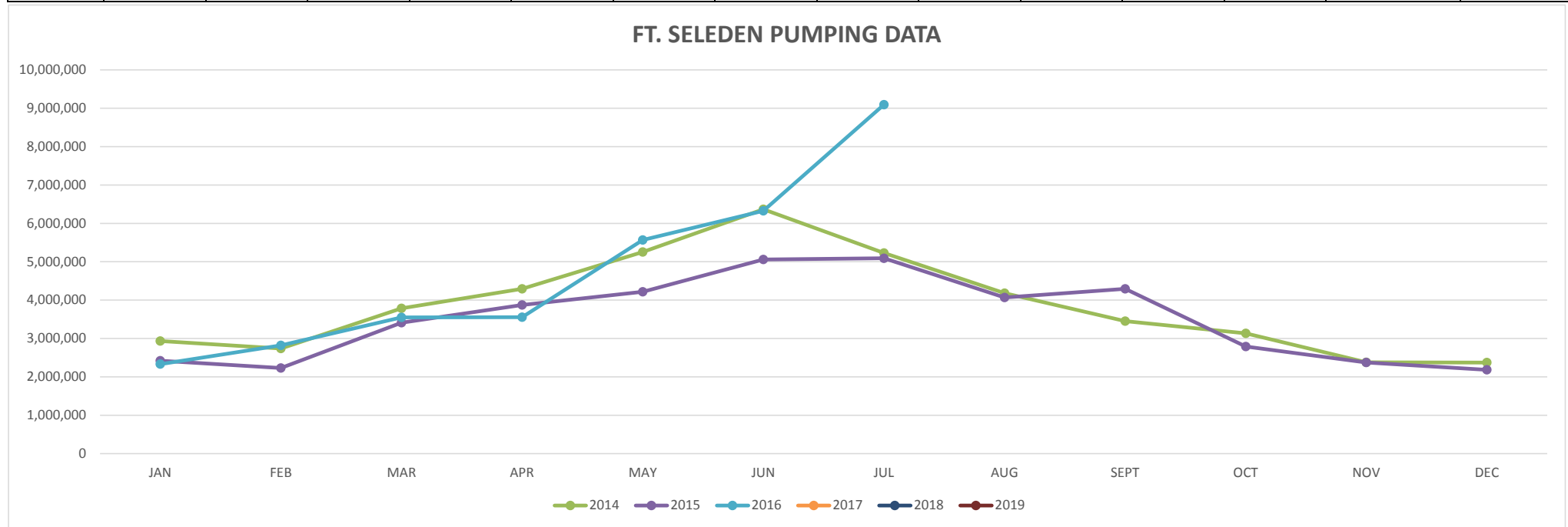
### DONA ANA PUMPING DATA



# DOÑA ANA WATER SYSTEMS PUMPING DATA

## Doña Ana MDWCA at Ft. Selden Pumping Data 2012-2019 LRG 80-S-2, 80-S-4, 80-POD6

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2014	2,933,000	2,738,994	3,784,702	4,294,279	5,251,524	6,367,011	5,229,115	4,179,437	3,453,971	3,132,991	2,377,540	2,371,998	46,114,562	141.520
2015	2,422,723	2,233,153	3,412,623	3,874,341	4,216,092	5,056,619	5,091,282	4,068,880	4,292,296	2,790,836	2,376,026	2,183,010	42,017,881	128.948
2016	2,331,220	2,822,148	3,549,071	3,555,730	5,567,131	6,325,250	9,094,146						33,244,696	102.024
2017													0	0.000
2018													0	0.000
2019													0	0.000

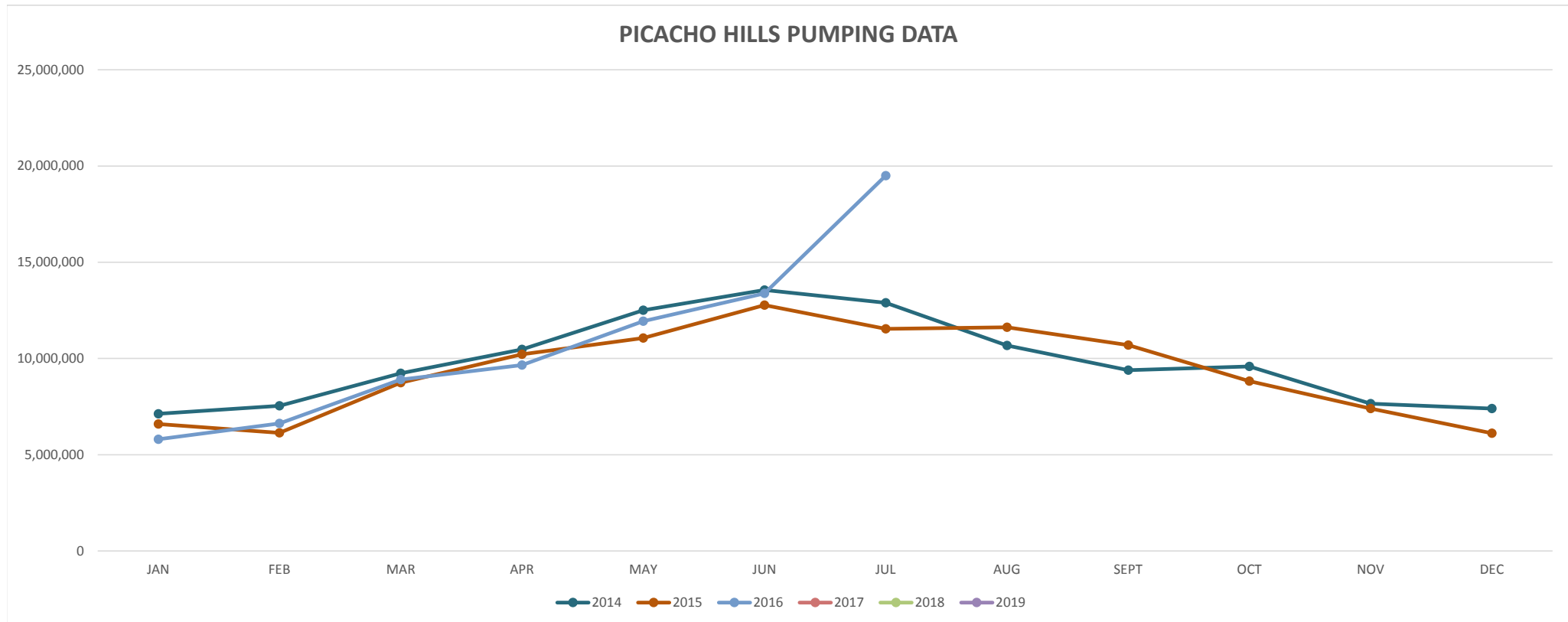


# DOÑA ANA WATER SYSTEMS PUMPING DATA

## Doña Ana MDWCA at Picacho Hills Pumping Data 2012-2019

### LRG-4250, 4250-S, 4250-S-2

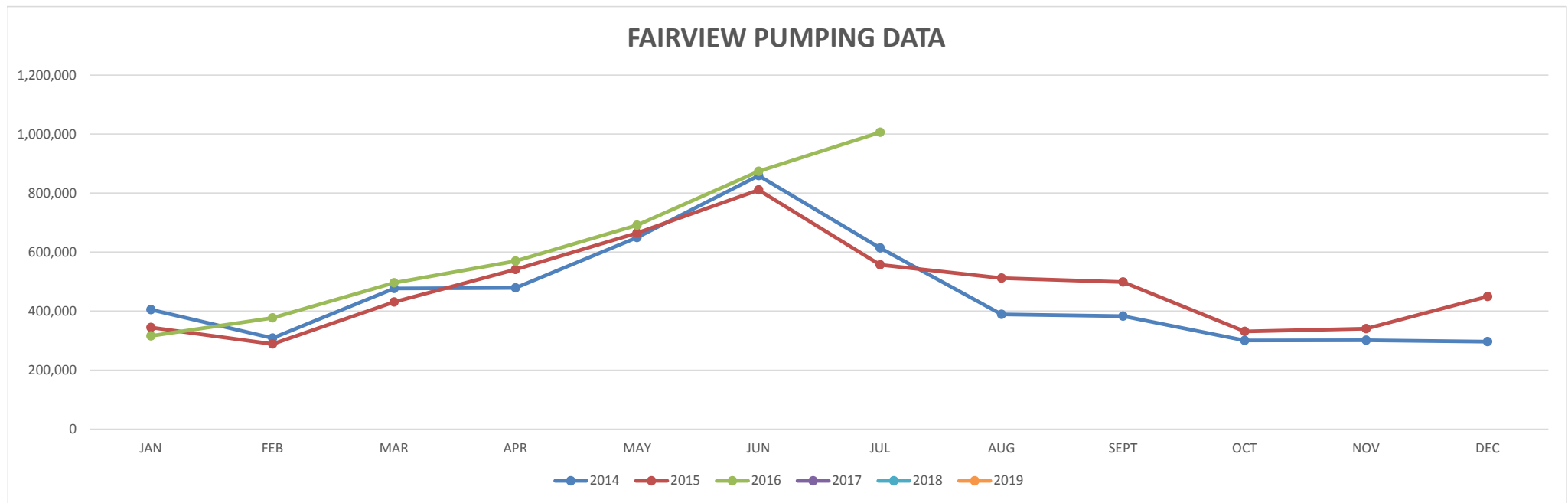
Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2014	7,127,600	7,538,000	9,229,176	10,473,776	12,509,408	13,558,832	12,891,892	10,678,512	9,388,149	9,588,205	7,655,945	7,394,480	118,033,975	362.233
2015	6,594,504	6,131,834	8,739,758	10,213,292	11,057,268	12,772,516	11,534,792	11,617,400	10,691,123	8,823,303	7,393,799	6,115,782	111,685,371	342.750
2016	5,803,070	6,625,130	8,903,256	9,656,308	11,938,800	13,382,000	19,500,100						75,808,664	232.648
2017													0	0.000
2018													0	0.000
2019													0	0.000



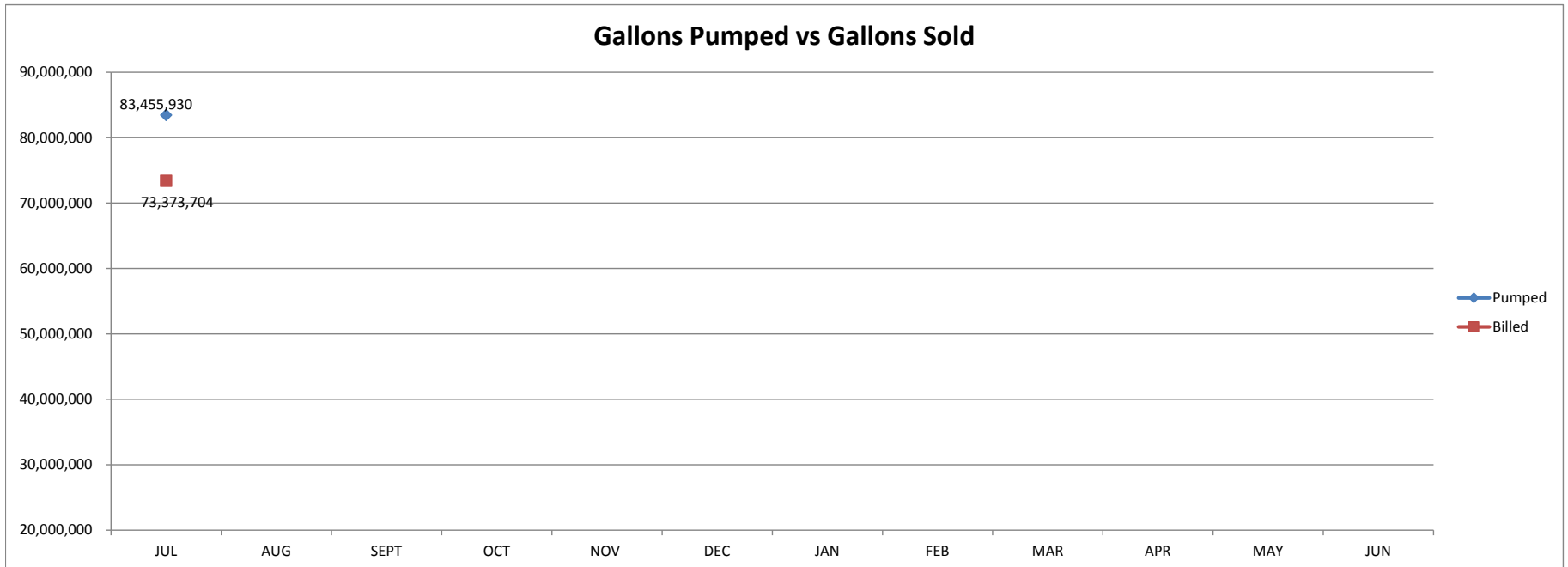
# DOÑA ANA WATER SYSTEMS PUMPING DATA

## Doña Ana MDWCA at Fairview Pumping Data 2012-2019 LRG -15880 POD 1, LRG -15880 POD 2

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yrly. Gal. Total	Acre Feet
2014	404,930	308,900	476,600	478,764	649,720	859,330	614,320	389,240	382,830	300,450	301,300	296,600	5,462,984	16.765
2015	344,640	288,540	430,580	541,400	664,440	810,570	556,890	512,000	498,900	331,030	340,530	449,600	5,769,120	17.705
2016	316,100	377,000	496,000	569,400	691,200	874,300	1,006,100						4,330,100	13.289
2017													0	0.000
2018													0	0.000
2019													0	0.000



c	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Yrly. Gal. Total
Pumped	83,455,930												83,455,930
Billed	73,373,704												73,373,704
Flushing/Breaks													-
Unbilled	55,431												55,431
Water Loss	10,026,795												10,026,795
% of Loss	12.01%												12%
<b>Picacho Hills</b>													
Pumped	13,514,800												13,514,800
Billed	11,644,585												11,644,585
Unbilled	14,089												14,089
Water Loss	1,856,126												1,870,215
	14%												14%
<b>Dona Ana/Radium/Fairview</b>													
Pumped	69,941,130												69,941,130
Billed	61,729,119												61,729,119
Unbilled	41,342												41,342
Water Loss	8,170,669												8,170,669
	12%												12%







August 12, 2016

#6325406

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: TRANSMISSION WATERLINE IMPROVEMENT PROJECT, DOÑA ANA MDWCA  
WTB 271

Dear Ms. Horton:

Enclosed please find the contract package for the Transmission Waterline Project, as provided under the 2015-03 contract agreement for water. This package is for the construction phase services of approximately 4.4 miles of transmission waterline on Valley Drive between the intersections with Myles Road and Taylor Road; on Taylor Road between the intersections with Valley Drive and Elks Drive; and on Doña Ana Road between the intersections with Taylor Road and Doña Ana School Road. The costs and scope of work presented herein are consistent with that discussed with the Doña Ana Mutual Domestic Water Consumers Association (MDWCA) on March 16, 2016 and 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'.

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

cc: Mr. Abenicio Fernandez, Project Manager

## 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 18<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 \$101,533.00, 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 \$219,028.00 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 45 calendar days for P5T01- Bid Administration after notice to proceed is received; 150 calendar days for P6T01- Construction Administration, P6T10- Resident Project Representative and P6T30- Construction Staking after construction commencement; and 30 calendar days for P7T01- Closeout Record Drawings after readiness for final payment (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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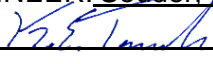
9. Signatures

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 18Aug16

OWNER: Doña Ana MDWCA  
By \_\_\_\_\_  
Type Name Mr. Jim Melton  
Title President  
Date 18Aug16

ATTEST:  \_\_\_\_\_  
Type Name Lilla J. Reid, P.E.  
Title Senior Design Manager  
Date 12Aug16

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 12Aug16

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

# ATTACHMENT III

## EXHIBIT C.1 – CONSTRUCTION PHASE SCOPE OF SERVICES AND COST PROPOSAL

### SERVICES RELATING TO THE TRANSMISSION WATERLINE IMPROVEMENTS PROJECT

#### DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

#### DOÑA ANA COUNTY, NEW MEXICO

AUGUST 12, 2016

### ***PROJECT DESCRIPTION***

This scope of services is in response to the request by Doña Ana Mutual Domestic Water Consumers Association ('Doña Ana MDWCA' or 'Owner') to Souder, Miller & Associates ('SMA') to provide construction phase services for an 18-inch transmission waterline improvement project and related appurtenances. The scope of work was provided to SMA by Ms. Jennifer J. Horton, Executive Director, and is in concurrence with the Doña Ana MDWCA ICIP. This scope is for the construction phase services of approximately 4.4 miles of transmission waterline on Valley Drive between the intersections with Myles Road and Taylor Road; on Taylor Road between the intersections with Valley Drive and Elks Drive; and on Doña Ana Road between the intersections with Taylor Road and Doña Ana School Road. The project includes the transmission line installation on the following roadways:

- Valley Drive / HWY 185 8,500 LF
- Taylor Road 10,700 LF
- Doña Ana Road 4,100 LF



### ***P5T01 – BID ADMINISTRATION***

1. 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 the SMA office to obtain access to the digital files on SMA's website. SMA will retain the deposit in the event that the documents are not returned. After bids are opened, SMA will keep returned 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.
2. Substitution Evaluation: SMA will evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, 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.

3. Answer Questions During Bidding: SMA will accept and answer questions from contractors during bidding.
4. 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 bidders, to the Owner and to the funding agency.
5. Pre-bid Conference: Prior to the bid opening, SMA will conduct a pre-bid conference to review the project and to address any outstanding issues with the construction documents. A field review of the project may be conducted during this pre-bid conference.
6. 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.
7. Preparation of Bid Tabulation: SMA will examine and tabulate the bids received to identify any math or extension errors.
8. 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.

### ***P6T01 – CONSTRUCTION ADMINISTRATION***

9. Conform Contract Documents: Once the Owner and NMED have approved the recommendation of award, SMA will prepare the contract documents and the notice of award for execution by the Owner and the Contractor. Four (4) original copies will be prepared for execution by the Owner and Contractor and for concurrence by NMED. SMA will distribute the fully executed copies to the Owner, the Contractor the funding agency, and will keep one original.
10. Pre-construction Conference: SMA will conduct a pre-construction conference to address construction related issues with the Owner and Contractor. The cut-off for pay periods will be set as well as the Notice to Proceed date. SMA will prepare the Notice to Proceed for execution by the Contractor and the Owner.
11. Submittal and Shop Drawing Review: SMA will review submittals and shop drawings for the materials to be used on the project for conformance with the construction documents. SMA will create and maintain a log of all submittals and shop drawings.
12. Respond to Requests for Information: SMA will respond to the contractor’s Requests for Information (RFIs) in writing. SMA will create and maintain a log of all RFIs.
13. Preparation of Periodic Pay Requests: SMA will prepare periodic pay requests for the work accomplished during the pay period as verified by the Resident Project Representative (RPR).
14. Preparation of Contract Change Orders: SMA will recommend action on any proposed contract changes and will prepare any change orders required for the project.
15. Complete acceptance inspections: SMA will schedule and arrange acceptance inspections when notified by the Contractor that the project is ready for acceptance. SMA will complete One (1) acceptance inspection, prepare and distribute a “punchlist” outlining items to be addressed, and



complete one (1) follow-up inspection after Contractor indicates that the “punchlist” has been completed.

16. **Maintain Records:** The Consultant will maintain records of all contract documents, change orders, RFIs, pay requests, funding reimbursement requests, financial status reports, certified payroll, and design and construction documents during the entire construction period and will deliver one (1) copy of the complete project records to the Owner at the completion of construction.
17. **Readiness for Final Payment:** The Consultant will set up and coordinate pre-final and final inspections, prepare punch lists, facilitate the completion of warranty documents, release of liens as needed to close out the project.
18. **Project Meetings:** SMA will establish, coordinate and attend all project meetings during the duration of the project up to 5 meetings to once every two weeks and will provide minutes from meetings.

### ***P6T10 – Resident Project Representative***

19. **Full-time Observation of Transmission Waterline Installation:** SMA will provide on-site Resident Project Representative (RPR) on a full-time basis during progression of construction. This work will include coordination of the construction schedule with the contractor and verification of quality of work for conformance to NMSSPWC and the contract documents and supplemental 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 Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.
20. **Pre-Construction Conference:** Participate in a pre-construction conference prior to commencement of work at the site.
21. **Materials on Hand:** Verify the quantities of materials on hand for the application for payment.
22. **Number of Resident Project Representatives:** The condensed construction schedule will require the contractor to run multiple construction crews during the majority of the project. This may require three resident project representatives on-site during construction. SMA has estimated RPR No. 1 being on site for 110 working days; RPR No. 2 being on site for 90 working days; and RPR No. 3 being on site for 60 working days.

### ***P6T30 – Construction Staking***

23. **Construction Staking:** SMA will provide construction surveying services for the Transmission waterline improvements project. Specifically, SMA will tie into the established project control, stake the center line (or offset if preferred by contractor) of the waterline at 50’ intervals (or greater), angles, tees, vaults, hydrants and valves. SMA will also provide additional incremental stakes for crossings and will provide traffic control for the construction staking in public right-of-ways. SMA will provide stakes one time with



an additional 16 hours available for re-stakes. SMA will collect the top of pipe data in DAC and NMDOT right-of-way during the construction and provide the data for the record drawings.

### ***P7T01 – Closeout / Record Drawings***

24. Preparation of Close-out Documents: At the completion of the project, SMA will provide direction and assistance on the closeout documents required by the NMED and NMFA.
25. Preparation of Record Drawings: SMA will update the construction plans to reflect changes made during construction. Record Drawings will be prepared utilizing the project documentation provided by the Contractor. SMA will submit two sets of record drawings to the Owner in printed format, one additional set will be submitted in digital (AutoCAD) format and the Association’s GIS database will be updated to include this project.
26. Warranty Inspection: SMA will conduct a follow-up inspection 11 months after the substantial completion date to determine if corrections covered by the Contractor’s warranty need to be completed. SMA will complete One (1) warranty inspection, prepare and distribute a “punchlist” outlining items to be addressed, and complete One (1) follow-up inspection after Contractor indicates that the “punchlist” has been completed.

### ***Assumption***

List any assumptions made to develop the fee. Examples:

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. If significant changes between the surveyed conditions and the field conditions are observed, SMA will alert the Owner, and additional survey and design work will be negotiated if required.

### ***COMPENSATION***

The budgets for this phase of the project will use a combination of lump sum (fixed fee) and time and materials (T&M) billing methods 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 Budget Summary</b>		
<b>Task</b>	<b>Description</b>	<b>Budget Requested</b>
P5T01	Bid Administration	\$9,177.00
P6T01	Construction Administration	\$49,159.00
P6T30	Construction Staking	\$30,301.00
P4T20	Closeout / Record Drawings	\$12,896.00
<b>Total Engineering Services Cost (not including NMGRT)</b>		<b>\$101,533.00</b>





Time and Materials Budget Summary		
Task	Description	Budget Requested
P6T10	Resident Project Representative	\$219,028.00
Total Workplan Cost (not including NMGR)		\$219,028.00



## Summary of Cost Proposal

### Souder, Miller & Associates

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

**Project Description:** 4.4 miles of Transmission Waterline- Construction Phase Services  
**Project Number:** 6325406  
**Owner:** Doña Ana MDWCA  
**Date of Submittal:** August 12, 2016  
**Tax Rate on Services:** 8.3125%

#### TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P5T01- Bid Administration- LS	\$ 9,177.00	\$ 762.84	\$ 9,939.84
P6T01- Construction Administration- LS	\$ 49,159.00	\$ 4,086.34	\$ 53,245.34
P6T10- Resident Project Representative- T&M	\$ 219,028.00	\$ 18,206.70	\$ 237,234.70
P6T30- Construction Staking- LS	\$ 30,301.00	\$ 2,518.77	\$ 32,819.77
P7T01- Closeout / Record Drawings- LS	\$ 12,896.00	\$ 1,071.98	\$ 13,967.98
<b>TOTALS</b>	<b>\$ 320,561.00</b>	<b>\$ 26,646.63</b>	<b>\$ 347,207.63</b>

**EXHIBIT C.2 - COST PROPOSAL**

**Souder, Miller & Associates**

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

**CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES**

**Project Description:** 4.4 miles of Transmission Waterline  
**Project Number:** 6325406  
**Owner:** Doña Ana MDWCA  
**Date of Submittal:** August 12, 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	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- LS</b>											
Pre-Advertisement Coordination			1							\$ 160	
Advertisement for Bids			1				1		40	\$ 285	
Preparation/Distribution Packets	1		1	3	8		10		500	\$ 2,750	
Pre-Bid Conference		2	2					20		\$ 691	
Addenda and Clarifications			4	8			3		20	\$ 1,875	
Receive Bids, Bid Opening Mtg		2		2				20		\$ 611	
Evaluate Bids / Call Ref	1		2	10						\$ 1,720	
Recommendation/Award of Bid		1	1	4						\$ 820	
Management and Invoicing		1					1			\$ 265	
<b>Subtotal Hours:</b>	<b>2</b>	<b>6</b>	<b>12</b>	<b>27</b>	<b>8</b>	<b>0</b>	<b>15</b>	<b>40</b>	<b>560</b>	<b>\$ 9,177</b>	<b>\$ 9,177</b>
<b>Subtotal Cost:</b>	<b>\$ 400</b>	<b>\$ 1,080</b>	<b>\$ 1,920</b>	<b>\$ 3,240</b>	<b>\$ 680</b>	<b>\$ -</b>	<b>\$ 1,275</b>	<b>\$ 22</b>	<b>\$ 560</b>	<b>\$ 9,177</b>	

<b>P6T01- Construction Administration- LS</b>											
Construction Contract	1	3	3							\$ 1,220	
Pre-Construction Conf Prep		2		4			4		50	\$ 1,230	
Pre-Construction Conference/ Site Visit		5		5				20		\$ 1,511	
Change Orders/Field Orders		8	5	12		2				\$ 3,860	
Video Site				4	4			40	100	\$ 942	
Verify Design Intent w/ Staking		2		4	4			20		\$ 1,191	
On-Site Meetings		24		20				140	90	\$ 6,886	
Review/Approve Submittals	2	20		40	12	4				\$ 10,180	
Evaluate Contractor Pay Requests (5)		20		30		5				\$ 7,650	
Coordinate/Attend Partial Payments (5)		10		15			1	100	50	\$ 3,789	
RFI Responses and Engineering Directives	2	10	4	24		3				\$ 5,990	
Coordinate/Attend Substantial Completion		4		8			1	20	20	\$ 1,796	
Final CO / Pay Request / Punch List		3		6						\$ 1,260	
Coordinate / Attend Final Walkthrough		2		4			1	20	20	\$ 956	
Management and Invoicing		2					4			\$ 700	
<b>Subtotal Hours:</b>	<b>5</b>	<b>115</b>	<b>12</b>	<b>176</b>	<b>20</b>	<b>14</b>	<b>11</b>	<b>360</b>	<b>330</b>	<b>\$ 49,159</b>	<b>\$ 49,159</b>
<b>Subtotal Cost:</b>	<b>\$ 1,000</b>	<b>\$ 20,700</b>	<b>\$ 1,920</b>	<b>\$ 21,120</b>	<b>\$ 1,700</b>	<b>\$ 1,260</b>	<b>\$ 935</b>	<b>\$ 194</b>	<b>\$ 330</b>	<b>\$ 49,159</b>	

<b>P6T10- Resident Project Representative- T&amp;M</b>											
RPR 1 Number of Visits = 110		8		24		990		2200	550	\$ 95,158	
RPR 1 Hours per Visit = 9											
RPR 1 Frequency of Visits = Daily/Full Time											
RPR 2 Number of Visits = 90						810		1800	450	\$ 74,322	
RPR 2 Hours per Visit = 9											
RPR 2 Frequency of Visits = Daily/Full Time											
RPR 3 Number of Visits = 60						540		1200	300	\$ 49,548	
RPR 3 Hours per Visit = 9											
RPR 3 Frequency of Visits = Daily/Full Time											
<b>Subtotal Hours:</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>2340</b>	<b>0</b>	<b>5200</b>	<b>1300</b>	<b>\$ 219,028</b>	<b>\$ 219,028</b>
<b>Subtotal Cost:</b>	<b>\$ -</b>	<b>\$ 1,440</b>	<b>\$ -</b>	<b>\$ 2,880</b>	<b>\$ -</b>	<b>\$ 210,600</b>	<b>\$ -</b>	<b>\$ 2,808</b>	<b>\$ 1,300</b>	<b>\$ 219,028</b>	

**Total Cost of Construction Phase Services: \$ 277,364**

**EXHIBIT C.2 - COST PROPOSAL**

**Souder, Miller & Associates**

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

**CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES**

**Project Description:** 4.4 miles of Transmission Waterline  
**Project Number:** 6325406  
**Owner:** Doña Ana MDWCA  
**Date of Submittal:** August 12, 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>P6T30- Construction Staking- LS</b>													
Survey Plan / Instructions		2				2						\$ 570	
Project Meetings w/ Contractor		2			4	5	5					\$ 1,680	
Tie into established project control		1				4						\$ 540	
Stake center line of waterline												\$ -	
Valley Drive / HWY 185	8500					17	17		17	60	50	\$ 3,142	
Taylor Road	10700					21	21		21	60	60	\$ 3,872	
Doña Ana Road	4100					8	8		8	40	20	\$ 1,482	
Stake angles and tees						12	12		12	40	100	\$ 2,282	
Stake vaults, hydrants and valves						10	10		10	20	50	\$ 1,861	
Stake crossings						6	6		6	20	20	\$ 1,111	
Replacement of stakes (16 hrs onsite)						16			16	60	40	\$ 1,752	
Traffic Control					2	8				20	500	\$ 1,431	
Review of NMDOT ROW						4						\$ 340	
Data Collection (top of pipe, etc.)						50			50	200		\$ 5,358	
Incorporate Data into Record Drawings					6	20						\$ 2,420	
QA/QC Record Drawings				5	8							\$ 1,760	
Management and Invoicing			2					4				\$ 700	
<b>Subtotal Hours:</b>		5	2	5	20	183	79	4	140	520	840	\$ 30,301	\$ 30,301
<b>Subtotal Cost:</b>		\$ 1,000	\$ 360	\$ 800	\$ 2,400	\$ 15,555	\$ 5,925	\$ 340	\$ 2,800	\$ 281	\$ 840	\$ 30,301	

<b>P7T01- Closeout / Record Drawings- LS</b>													
Closeout Documents/Procedures		2		4	8	12		2				\$ 3,190	
Record Drawings				5	15	60		1				\$ 7,785	
Coordinate / Attend Warranty Meeting		1	2		3					20		\$ 931	
Archives					4			6				\$ 990	
<b>Subtotal Hours:</b>		3	2	9	30	72	0	9	0	20	0	\$ 12,896	\$ 12,896
<b>Subtotal Cost:</b>		\$ 600	\$ 360	\$ 1,440	\$ 3,600	\$ 6,120	\$ -	\$ 765	\$ -	\$ 11	\$ -	\$ 12,896	

**Total Cost of Construction Phase Services: \$ 43,197**