



*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 March 2, 2017, 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 02-16-2017 Regular Meeting

Approval of New Members & Meters

Customer Issues and Public Input

2. Donald Young – Meter Test Results (10 Minutes)
3. Jim Hayhoe – Master Landscaping Plan (15 Minutes)

Public Input will be limited to 3 minutes per person

Board President Report

Staff Reports

4. Executive Director

New Business

Consent Agenda

None

Unfinished Business

5. Approval to Accept Resignation of District 3 Board Member Justin Sparks
6. Approval to Award Myles Road Pavement Project to A Mountain Construction
7. Approval to Award Contract 6325406 to Souder, Miller, & Associates
8. Approval to Award Contract 6323698 to 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.



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

The following minutes are from the Regular Board Meeting of Doña Ana Mutual Domestic Water Consumers Association Board of Directors, February 16, 2017; 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, Excused Absence

Others in Attendance:

Executive Director – Jennifer Horton

Legal Counsel – Joshua Smith

Community Members – Nancy Simmons and Jim Hayhoe

Approval of Agenda

Dr. Anderson moved to approve the agenda for the February 16, 2017 Regular Board Meeting as presented; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Mr. Melton advised there is a typo on the date for the prior meeting minutes. The Chair called for a vote on the amended agenda; the motion carried by roll call vote 4-0.

Minutes

Dr. Anderson moved to approve the Regular Board Meeting Minutes of February 02, 2017; Mr. Stull seconded the motion. 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.

New Members & New Meters

Mr. Stull moved to approve the New Members and New Meters list as presented for January 2017; Dr. Anderson seconded the motion. The Chair called for discussion of the motion. Executive Director Jennifer Horton advised there are eight (8) names on the list; five (5) are new meters and four (4) are new members. The Chair called for a vote on the motion; the motion carried by roll call vote 4-0.

Customer Issues and Public Input

No Customer Issues or Public Input was brought forward

Board President Report

President Melton reported he has spoken with our District 3 Board Member Justin Sparks who has reported that he will have to resign his post. At this time, Mr. Sparks' career will keep him continuously out of town for a significant period and he feels it is in the best interest that he step down. Once we receive his letter of resignation, we will move forward with trying to find a new Board Member for that district.

Staff Reports

2. Executive Director: See attachment

Ms. Jennifer Horton advised Colonias Day is actually February 22nd and 23rd this year at the Capital, not the 21st as we had originally reported. Our audit has been released with clean results and zero findings. Being a low audit risk will be very helpful

in assisting with funding. Our Executive Director and Project Manager passed their Level 3 Water Certifications.

New Business

No New Business

Unfinished Business

Oath of Office for Board Officers:

Mr. Melton raised his right hand and stated the Officers Oath of Office.

Mr. Stull raised his right hand and stated the Officers Oath of Office.

Dr. Anderson raised his right hand and stated the Officers Oath of Office.

Dr. Anderson moved to approve Item Four (4), approval of Penalty Policy 1002.17.01; the motion was seconded by Mr. Stull. The Chair called for discussion of the motion. Dr. Anderson suggested “Mountain Standard Time” be changed to “local time” to try to avoid any confusion. The Chair called for a vote on the amended motion; the motion carried by roll call vote 4-0.

Open Session

Mr. Ponteri inquired as to the reasoning for reinstalling meters that had been previously tested due to high water usage complaints. This has created concerns with property owners who have had issues with their bill. Ms. Horton advised these meters were tested with results that fell within the variance of accuracy, and are considered to be valid working meters. Our procedure has always been to reinstall the original meter unless the meter failed its testing. Mr. Ponteri understands the procedure, however he

wanted to ensure the complaints from his District were noted. Mr. Melton advised if we are working as hard and as fast as we can with regard to provide better fire protection and services to our membership.

Mr. Melton asked Mr. Smith if the retirement of Judge Kugler would effect further delay with our two cases that are before Judge Arrieta? Mr. Smith advised this should not effect our cases.

Adjournment

Mr. Stull moved to adjourn at 9:52 a.m.; Dr. Anderson seconded the motion. The Chair called for a vote on the motion: the motion carried by roll call vote 4-0.

Kurt Anderson
Secretary/ Treasurer

Date

New Meters Name	Address	Tap In Fee	Water Rights	February 24, 2017			Sewer	Other Fees	Total Fees
				Membership	Tax				
Lorenza Dorado	2924 Borroughs			\$ 75.00	\$ 3.75			\$ 78.75	
Sixto C. Fernandez	4940 Raevin Ct			\$ 75.00	\$ 3.75			\$ 78.75	
Michael DeAntonio	8009 Constitution			\$ 75.00	\$ 3.75			\$ 78.75	
Maria T. Quinonez	160 Taylor			\$ 75.00	\$ 3.75			\$ 78.75	
Constance A. Lara	4250 Trillium			\$ 75.00	\$ 3.75			\$ 78.75	
Marie Hobbs	1255 Burke Rd	\$ 1,641.62	\$ 1,750.00	\$ 75.00	\$ 173.33			\$ 3,639.95	
Zia Shadows	105 Mohawk	\$ 1,312.03	\$ 1,750.00	Existing Member	\$ 153.10			\$ 3,215.13	
Zia Shadows	298 Pawnee	\$ 1,312.03	\$ 1,750.00	Existing Member	\$ 153.10			\$ 3,215.13	
Zia Shadows	296 Pawnee	\$ 1,312.03	\$ 1,750.00	Existing Member	\$ 153.10			\$ 3,215.13	
Zia Shadows	275 Totonac	\$ 1,312.03	\$ 1,750.00	Existing Member	\$ 153.10			\$ 3,215.13	
Gold Key Builders	8219 Degas	\$ 1,340.67	\$ 1,750.00	Existing Member	\$ 213.78	\$ 1,185.00		\$ 4,489.45	
Totals		\$ 8,230.41	\$ 10,500.00	\$ 450.00	\$ 1,018.26	\$ 1,185.00	\$ -	\$ 21,383.67	



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Request to Address the Board of Directors

Account Number: 01-00212-01 Date: 2-21-17
Name: June Young, Donald Young Phone Number: 575-636-7003
Service Address: 4704 Glenn Lane


I, Donald Young, 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:

Meter Reading at 4704 Glenn Ln

I understand that this office will contact me, by phone or email no later than the Tuesday before the meeting scheduled on March 2 2017, with an approximate time to appear before the Board of Directors.

****The request form must be received by the Executive Director no later than close of business one week prior to the board meeting. If you plan to use a handout you must provide the handouts along with the request form. No additional handouts shall be given during the presentation.***


Customer Signature


Doña Ana MDWCA Representative

COPY



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October 28, 2016

Ronald Young
4704 Glenn Lane
Las Cruces, NM 88007

Account # 01-00212-01

Dear Mr. and Mrs. Young,,

Thank you for your protest form describing your concerns regarding the high water usage. We do apologize for the delay.

We have received your meter test results which indicate the meter was defective however, the result showed the meter was registering at a slower rate than normal. This would mean that you were getting more water than you were billed for.

As of the date of this letter, your account balance is \$377.32, and the meter testing fee of \$36.75 ~~will not~~ be charged to your account.

We appreciate your business, you are a valued customer, and we are committed to providing you with the best service possible. If I may be of further assistance to you, please contact us at 575-526-3491

Sincerely,
Doña Ana MDWCA

A handwritten signature in black ink that reads "Cynthia M. Shelsea". The signature is written in a cursive style with a long, sweeping underline.

Cynthia M. Shelsea
Customer Service Representative Lead

Enclosure (1)

**Water Technology Associates
Douglas Roby
3501 Mesilla Hills Dr.
Las Cruces, NM 88005**

Service Requested by:

Dona Ana Mutual Domestic
PO Box 866
Dona Ana, NM 88032

Invoice No. 15413
Date: 11/2/15

Service Performed on: 11/2/15

PO No.

Parameter

Test Results

Cost

4704 Glenn
Neptune 845565633

3.25% Slow @15 gpm
3.75% Slow @ 2 gpm

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

© COPY



Dona Ana MDWCA

Consumption History Report

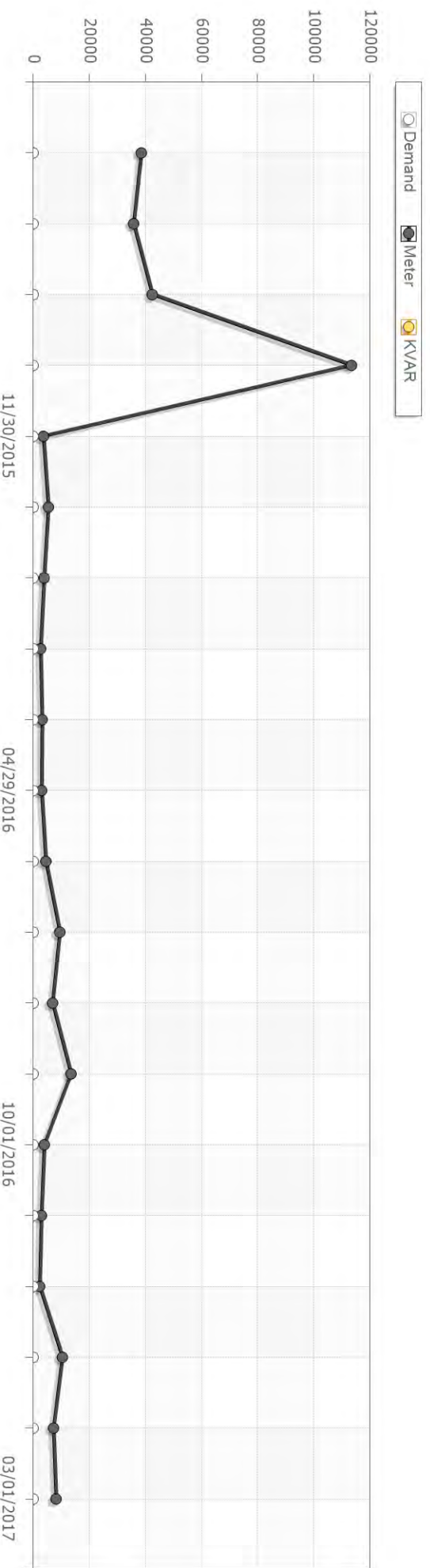
Account: 01-00212-01

Service Address: 4704 GLENN LN

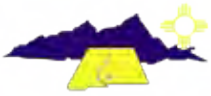
Service Category: W - Water

Meter Number: 1540483410

Name: JUNE YOUNG



2015									
11	11/30/2015	175,120	175,490	3,700	3,700.00	0.00	0.00		
10	10/30/2015	163,770	175,120	113,500	113,500.00	0.00	0.00		
9	9/30/2015	159,520	163,770	42,500	42,500.00	0.00	0.00		
8	8/31/2015	155,935	159,520	35,850	35,850.00	0.00	0.00		
7	7/27/2015	152,075	155,935	38,600	38,600.00	0.00	0.00		



Completed

Job Date: 11/19/2015 8:00 AM
Job Code: MCO - Meter Changeout
Group: Water
Staff: 1st Available

Service Order #: SO0001530
Job Action: Service Action
Issued By: Blanca
Requested By: RONALD YOUNG

Location: 4704 GLENN LN LAS CRUCES NM 88007
Account: 01-00212-01 RONALD YOUNG

Services

Service	Action	Current Meter #	Meter Serial #	Remote Id #	Scale	Last Read	Reading	New Meter #	Set Reading
100 - Water	Swap	1471972474	84565633	1471972474	10	175,490	_____	_____	_____
101 - Water Conser...	No Action					0 0	_____	_____	_____

Order Notes: PLEASE PULL METER FOR TESTING.

Completion Notes: PO# 160094 OLD METER READING 0.93 TOOKI IT FOR TESTING. COMPLETED BY JOE

Completion Date: _____

Worked By: _____

Approved By: _____



DONA ANA MDWCA
 PO Box 866
 Dona Ana, NM 88032
 (575) 526-3491
 www.dawater.org

RONALD YOUNG
 4704 GLENN LN
 LAS CRUCES, NM 88007

Account Number	AMOUNT DUE
01-00212-01	\$383.75
Due Date	After Due Date Pay
12/15/2015	\$383.75
Account Name	
JUNE YOUNG	
Service Address	
4704 GLENN LN	
Amount Enclosed	

There will be a charge on all returned checks.
 Please return this portion with your payment.
 When paying in person, please bring both portions of this bill.

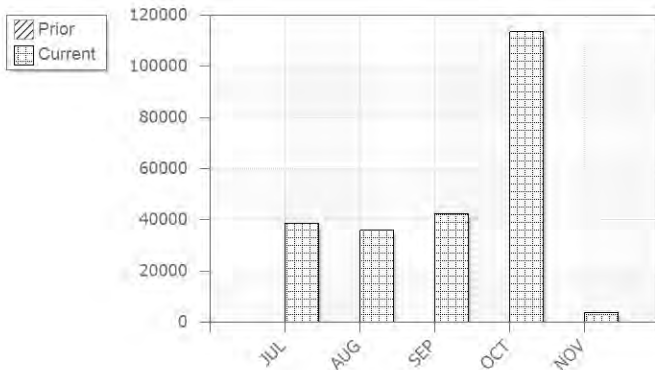
CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address		District	Account Number	
JUNE YOUNG		4704 GLENN LN		District 2	01-00212-01	
Status	Service Dates			Bill Date	Penalty Date	Due Date
	From	To	# Days			
Active	10/15/2015	11/13/2015	30	11/30/2015	12/16/2015	12/15/2015

CURRENT READING	PREVIOUS READING	USAGE
175,490	175,120	3,700

TIER	AMOUNT
1,000 - 3,000 Gallons	\$1.95 per thousand 5.85
3,001 - 6,000 Gallons	\$2.15 per thousand 2.15

PREVIOUS BALANCE	\$725.85
PAYMENTS	(\$368.79)
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$357.06
WATER BASE CHARGE	17.30
WATER USAGE CHARGE	8.00
WATER CONSERVATION	0.12
Tax	\$1.27
CURRENT BILL	\$26.69
AMOUNT DUE	\$383.75
AMOUNT DUE AFTER 12/15/2015	\$383.75



DONA ANA MDWCA WILL BE CLOSED ON:
 THURSDAY, DECEMBER 24, 2015
 FRIDAY, DECEMBER 25, 2015
 IN OBSERVANCE OF THE CHRISTMAS HOLIDAY



Dona Ana MDWCA

Account Transaction Report

01-00212-01
YOUNG, RONALD
4704 GLENN LN
LAS CRUCES, NM 88007

Service Address: 4704 GLENN LN
Balance Due: 504.85

Date	Transaction	Packet Number	Receipt No.	Transaction Description	Amount	Balance
2/20/2017	Penalty Notice Printed	UBPKT01136 FY17		LATE NTOICE	0.00	504.85
2/20/2017	Penalty Notice Printed	UBPKT01136 FY17		MAILER	0.00	504.85
2/9/2017	Payment	Batch:801294FY17	R0030219FY17		-50.00	504.85
2/1/2017	Bill	UBPKT01051 FY17		BILL 12/15/2016 - 1/14/2017	35.25	554.85
1/27/2017	Memo	UBPKT01021 FY17		Past Due Penalty Notification	0.00	519.60
1/25/2017	Penalty	UBPKT01021 FY17		PENALTY Billing Criteria: UBPKT00896 FY17	47.23	519.60
1/23/2017	Cutoff Notice Printed	UBPKT00983 FY17		DOOR HANGER	0.00	472.37
1/23/2017	Payment	Batch:801186FY17	R0028031FY17		-63.25	472.37
1/20/2017	Cutoff	UBPKT00983 FY17		CUTOFF ADJUSTMENT Billing Criteria: UBPKT0	36.75	535.62
1/20/2017	Memo	UBPKT00983 FY17		CUTOFF POSTED Billing Criteria: UBPKT00763	0.00	498.87
1/20/2017	Penalty Notice Printed	UBPKT00983 FY17		MAILER	0.00	498.87
1/20/2017	Penalty Notice Printed	UBPKT00983 FY17		LATE NTOICE	0.00	498.87
1/19/2017	Memo	UBPKT00983 FY17		Past Due Cutoff Notification	0.00	498.87
1/1/2017	Bill	UBPKT00896 FY17		BILL 11/15/2016 - 12/15/2016	44.78	498.87
12/27/2016	Penalty	UBPKT00884 FY17		PENALTY Billing Criteria: UBPKT00763 FY17	40.04	454.09
12/27/2016	Cutoff Notice Printed	UBPKT00869 FY17		DOOR HANGER	0.00	414.05
12/27/2016	Payment	Batch:801022FY17	R0024263FY17		-23.03	414.05
12/20/2016	Cutoff	UBPKT00869 FY17		CUTOFF ADJUSTMENT Billing Criteria: UBPKT0	36.75	437.08
12/20/2016	Memo	UBPKT00869 FY17		CUTOFF POSTED Billing Criteria: UBPKT00596	0.00	400.33
12/19/2016	Memo	UBPKT00869 FY17		Past Due Cutoff Notification	0.00	400.33
12/1/2016	Bill	UBPKT00763 FY17		BILL 10/6/2016 - 11/15/2016	23.03	400.33
11/28/2016	Penalty	UBPKT00746 FY17		PENALTY Billing Criteria: UBPKT00596 FY17	34.30	377.30
11/28/2016	Penalty Notice Printed	UBPKT00721 FY17		LATE NTOICE	0.00	343.00
11/21/2016	Cutoff Exclusion	UBPKT00721 FY17		CUTOFF EXCLUSION Billing Criteria: UBPKT004	0.00	343.00
11/21/2016	Memo	UBPKT00721 FY17		CUTOFF POSTED Billing Criteria: UBPKT00405	0.00	343.00
11/18/2016	Memo	UBPKT00721 FY17		Past Due Cutoff Notification	0.00	343.00
11/9/2016	Payment	Batch:800752FY17	R0018016FY17		-24.39	343.00
11/1/2016	Bill	UBPKT00596 FY17		BILL 9/6/2016 - 10/6/2016	24.38	367.39
10/28/2016	Reverse Penalty Adjustm	UBPKT00616 FY17			-34.31	343.01
10/25/2016	Penalty	UBPKT00592 FY17		PENALTY Billing Criteria: UBPKT00405 FY17	34.31	377.32
10/21/2016	Cutoff Exclusion	UBPKT00560 FY17		CUTOFF EXCLUSION Billing Criteria: UBPKT002	0.00	343.01
10/21/2016	Memo	UBPKT00560 FY17		CUTOFF POSTED Billing Criteria: UBPKT00277	0.00	343.01
10/10/2016	Payment	Batch:800554FY17	R0013237FY17		-26.62	343.01
10/1/2016	Bill	UBPKT00405 FY17		BILL 8/7/2016 - 9/6/2016	26.62	369.63
9/20/2016	Cutoff Exclusion	UBPKT00372 FY17		CUTOFF EXCLUSION Billing Criteria: UBPKT001	0.00	343.01
9/20/2016	Memo	UBPKT00372 FY17		CUTOFF POSTED Billing Criteria: UBPKT00115	0.00	343.01
9/19/2016	Payment	Batch:800428FY17	R0010826FY17		-56.41	343.01
9/1/2016	Bill	UBPKT00277 FY17		BILL 7/8/2016 - 8/7/2016	56.41	399.42
8/26/2016	Reverse Penalty Adjustm	UBPKT00268 FY17			-34.17	343.01
8/26/2016	Reverse Penalty Adjustm	UBPKT00268 FY17			-41.49	377.18
8/26/2016	Reverse Penalty Adjustm	UBPKT00268 FY17			-37.72	418.67
8/26/2016	Penalty	UBPKT00252 FY17		PENALTY Billing Criteria: UBPKT00115 FY17	41.49	456.39
8/22/2016	Cutoff Exclusion	UBPKT00234 FY17		CUTOFF EXCLUSION Billing Criteria: UBPKT015	0.00	414.90
8/22/2016	Memo	UBPKT00234 FY17		CUTOFF POSTED Billing Criteria: UBPKT01544	0.00	414.90
8/15/2016	Payment	Batch:800221FY17	R0006016FY17		-34.29	414.90
7/29/2016	Bill	UBPKT00115 FY17		BILL 6/8/2016 - 7/8/2016	34.29	449.19
7/20/2016	Cutoff Exclusion	UBPKT00080 FY17		CUTOFF EXCLUSION Billing Criteria: UBPKT014	0.00	414.90
7/20/2016	Memo	UBPKT00080 FY17		CUTOFF POSTED Billing Criteria: UBPKT01405	0.00	414.90
7/20/2016	Cutoff Exclusion	UBPKT00044 FY17		CUTOFF EXCLUSION Billing Criteria: UBPKT015	0.00	414.90
7/20/2016	Memo	UBPKT00044 FY17		CUTOFF POSTED Billing Criteria: UBPKT01544	0.00	414.90
7/15/2016	Penalty	UBPKT00044 FY17		PENALTY Billing Criteria: UBPKT01544	37.72	414.90
7/8/2016	Payment	Batch:800022FY17	R0001028FY17		-40.00	377.18
7/1/2016	Bill	UBPKT01544		BILL 5/9/2016 - 6/8/2016	41.34	417.18

Date	Transaction	Packet Number	Receipt No.	Transaction Description	Amount	Balance
6/20/2016	Cutoff Exclusion	UBPKT01516		CUTOFF EXCLUSION Billing Criteria: UBPKT012	0.00	375.84
6/20/2016	Memo	UBPKT01516		CUTOFF POSTED Billing Criteria: UBPKT01240	0.00	375.84
6/15/2016	Penalty	UBPKT01500		PENALTY Billing Criteria: UBPKT01405	34.17	375.84
6/8/2016	Payment	Batch:B00001840	R00043448		-29.00	341.67
6/1/2016	Bill	UBPKT01405		BILL 4/9/2016 - 5/9/2016	28.97	370.67
5/20/2016	Cutoff Exclusion	UBPKT01364		CUTOFF EXCLUSION Billing Criteria: UBPKT010	0.00	341.70
5/20/2016	Memo	UBPKT01364		CUTOFF POSTED Billing Criteria: UBPKT01097	0.00	341.70
5/4/2016	Payment	Batch:B00001642	R00038604		-26.69	341.70
4/29/2016	Bill	UBPKT01240		BILL 3/10/2016 - 4/9/2016	26.69	368.39
4/20/2016	Cutoff Exclusion	UBPKT01227		CUTOFF EXCLUSION Billing Criteria: UBPKT009	0.00	341.70
4/20/2016	Memo	UBPKT01227		CUTOFF POSTED Billing Criteria: UBPKT00927	0.00	341.70
3/31/2016	Bill	UBPKT01097		BILL 2/9/2016 - 3/10/2016	26.69	341.70
3/21/2016	Cutoff Exclusion	UBPKT01061		CUTOFF EXCLUSION Billing Criteria: UBPKT007	0.00	315.01
3/21/2016	Memo	UBPKT01061		CUTOFF POSTED Billing Criteria: UBPKT00774	0.00	315.01
3/7/2016	Payment	Batch:B00001291	R00031059		-24.40	315.01
2/29/2016	Bill	UBPKT00927		BILL 1/10/2016 - 2/9/2016	24.40	339.41
2/26/2016	Payment	Batch:B00001231	R00029952		-26.69	315.01
2/22/2016	Cutoff Exclusion	UBPKT00913		CUTOFF EXCLUSION Billing Criteria: UBPKT006	0.00	341.70
2/22/2016	Memo	UBPKT00913		CUTOFF POSTED Billing Criteria: UBPKT00648	0.00	341.70
1/29/2016	Bill	UBPKT00774		BILL 12/11/2015 - 1/10/2016	26.69	341.70
1/22/2016	Cutoff Exclusion	UBPKT00748		CUTOFF EXCLUSION Billing Criteria: UBPKT005	0.00	315.01
1/22/2016	Memo	UBPKT00748		CUTOFF POSTED Billing Criteria: UBPKT00536	0.00	315.01
12/31/2015	Bill	UBPKT00648		BILL 11/11/2015 - 12/11/2015	31.26	315.01
12/29/2015	Cutoff Exclusion	UBPKT00632		CUTOFF EXCLUSION Billing Criteria: UBPKT004	0.00	283.75
12/29/2015	Memo	UBPKT00632		CUTOFF POSTED Billing Criteria: UBPKT00441	0.00	283.75
12/21/2015	Payment	Batch:B00000845	R00021342		-100.00	283.75
11/30/2015	Bill	UBPKT00536		BILL 10/12/2015 - 11/11/2015	26.69	383.75
11/17/2015	Payment	Batch:B00000658	R00016178		-168.79	357.06
11/17/2015	Payment	Batch:B00000658	R00016181		-200.00	525.85
10/30/2015	Bill	UBPKT00441		BILL 9/12/2015 - 10/12/2015	557.06	725.85
9/30/2015	Bill	UBPKT00322		BILL 8/13/2015 - 9/12/2015	168.79	168.79
9/17/2015	Payment	Batch:B00000309	R00007763		-140.09	0.00
8/31/2015	Bill	UBPKT00183		BILL 7/14/2015 - 8/13/2015	140.09	140.09
8/7/2015	Payment	Batch:B00000094	R00001734		-151.90	0.00
7/27/2015	Bill	UBPKT00057		BILL 6/16/2015 - 7/14/2015	151.90	151.90
Balance Due for Account 01-00212-01:					504.85	



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Request to Address the Board of Directors

Account Number: 08-06440-01

Date: 2/20/2017

Name: JAMES HAYHOE

Phone Number: 575 649-8818

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

I, JAMES HAYHOE, 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:

I WOULD LIKE TO INTRODUCE PAM SHERRY + HAROLD DENTON WHO

WILL MAKE A PRESENTATION ON THE PULCINO HILLS MASTER

LANDSCAPING PLAN RECENTLY COMPLETED. I REQUEST A 10-15 MINUTE

TIME PERIOD

I understand that this office will contact me, by phone or email no later than the Tuesday before the meeting scheduled on 3/2/2017, with an approximate time to appear before the Board of Directors.

***The request form must be received by the Executive Director no later than close of business one week prior to the board meeting. If you plan to use a handout you must provide the handouts along with the request form. No additional handouts shall be given during the presentation.**

James Hayhoe
Customer Signature

[Signature]
Doña Ana MDWCA Representative



Bank Transaction Report

Transaction Detail

Issued Date Range: 01/01/2017 - 01/31/2017
Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Account: 5766205370 - Operating Account							
Bank Draft							
01/01/2017	01/31/2017	DFT0434FY17	Delta Dental of New Mexico	Accounts Payable	Cleared	Bank Draft	-583.06
01/01/2017	01/31/2017	DFT0440FY17	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-233.39
01/01/2017	01/31/2017	DFT0441FY17	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-70.24
01/01/2017	01/31/2017	DFT0442FY17	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-899.07
01/01/2017	01/31/2017	DFT0443FY17	New Mexico State Tax & Revenue	Accounts Payable	Cleared	Bank Draft	-15,771.42
01/01/2017	01/31/2017	DFT0444FY17	Zia Natural Gas Company	Accounts Payable	Cleared	Bank Draft	-181.52
01/01/2017	01/31/2017	DFT0445FY17	Zia Natural Gas Company	Accounts Payable	Cleared	Bank Draft	-80.38
01/01/2017	01/31/2017	DFT0446FY17	Zia Natural Gas Company	Accounts Payable	Cleared	Bank Draft	-62.53
01/01/2017	01/31/2017	DFT0447FY17	AFLAC	Accounts Payable	Cleared	Bank Draft	-519.88
01/01/2017	01/31/2017	DFT0448FY17	AFLAC	Accounts Payable	Cleared	Bank Draft	-779.82
01/01/2017	01/31/2017	DFT0469FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-17.11
01/01/2017	01/31/2017	DFT0470FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-178.26
01/01/2017	01/31/2017	DFT0471FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-244.44
01/01/2017	01/31/2017	DFT0472FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-3,050.24
01/01/2017	01/31/2017	DFT0473FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-464.90
01/01/2017	01/31/2017	DFT0474FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-9.51
01/01/2017	01/31/2017	DFT0475FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-978.48
01/01/2017	01/31/2017	DFT0476FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-94.05
01/01/2017	01/31/2017	DFT0477FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-347.66
01/01/2017	01/31/2017	DFT0478FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-968.29
01/01/2017	01/31/2017	DFT0479FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-505.88
01/01/2017	01/31/2017	DFT0480FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-3,144.49
01/01/2017	01/31/2017	DFT0481FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-642.21
01/01/2017	01/31/2017	DFT0482FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-1,152.80
01/01/2017	01/31/2017	DFT0483FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-15.81
01/01/2017	01/31/2017	DFT0484FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-2,467.63
01/01/2017	01/31/2017	DFT0485FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-38.14
01/01/2017	01/31/2017	DFT0486FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-15.81
01/01/2017	01/31/2017	DFT0487FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-224.63
01/01/2017	01/31/2017	DFT0488FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-166.37
01/01/2017	01/31/2017	DFT0489FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-105.36
01/01/2017	01/31/2017	DFT0490FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-967.96
01/01/2017	01/31/2017	DFT0491FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-434.75
01/01/2017	01/31/2017	DFT0492FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-23.34
01/01/2017	01/31/2017	DFT0493FY17	El Paso Electric	Accounts Payable	Cleared	Bank Draft	-2,697.86

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Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/03/2017	01/31/2017	DFT0459FY17	UNUM	Accounts Payable	Cleared	Bank Draft	-968.62
01/04/2017	01/31/2017	DFT0460FY17	Authorize.net	Accounts Payable	Cleared	Bank Draft	-82.35
01/04/2017	01/31/2017	DFT0461FY17	8 X 8 INC	Accounts Payable	Cleared	Bank Draft	-754.24
01/05/2017	01/31/2017	DFT0455FY17	Southwest Disposal	Accounts Payable	Cleared	Bank Draft	-187.14
01/05/2017	01/31/2017	DFT0457FY17	Comcast	Accounts Payable	Cleared	Bank Draft	-169.36
01/09/2017	01/31/2017	DFT0439FY17	New Mexico Child Support Enforcement Division	Accounts Payable	Cleared	Bank Draft	-184.62
01/09/2017	01/31/2017	DFT0449FY17	Public Employees Retirement Association	Accounts Payable	Cleared	Bank Draft	-4,850.22
01/09/2017	01/31/2017	DFT0450FY17	Internal Revenue Service	Accounts Payable	Cleared	Bank Draft	-6,263.46
01/10/2017	01/31/2017	DFT0454FY17	Kosh Solutions	Accounts Payable	Cleared	Bank Draft	-1,705.89
01/11/2017	01/31/2017	DFT0464FY17	Wells Fargo Bank	Accounts Payable	Cleared	Bank Draft	-1,444.22
01/12/2017	01/31/2017	DFT0462FY17	Wells Fargo Bank	Accounts Payable	Cleared	Bank Draft	-1,607.72
01/12/2017	01/31/2017	DFT0463FY17	Wells Fargo Financial Leasing	Accounts Payable	Cleared	Bank Draft	-234.54
01/12/2017	01/31/2017	DFT0466FY17	Wells Fargo Bank	Accounts Payable	Cleared	Bank Draft	-234.54
01/18/2017	01/31/2017	DFT0467FY17	NM Health Connections	Accounts Payable	Cleared	Bank Draft	-9,669.23
01/18/2017	01/31/2017	DFT0468FY17	Verizon Wireless	Accounts Payable	Cleared	Bank Draft	-563.05
01/20/2017	01/31/2017	DFT0453FY17	WEX Fleet Universal	Accounts Payable	Cleared	Bank Draft	-1,531.03
01/20/2017	01/31/2017	DFT0456FY17	Southwest Disposal	Accounts Payable	Cleared	Bank Draft	-106.05
01/23/2017	01/31/2017	DFT0497FY17	USDA-RUS	Accounts Payable	Cleared	Bank Draft	-7,291.00
01/23/2017	01/31/2017	DFT0498FY17	USDA-RUS	Accounts Payable	Cleared	Bank Draft	-2,376.00
01/23/2017	01/31/2017	DFT0500FY17	New Mexico Child Support Enforcement Division	Accounts Payable	Cleared	Bank Draft	-184.62
01/24/2017	01/31/2017	DFT0495FY17	Internal Revenue Service	Accounts Payable	Cleared	Bank Draft	-6,342.82
01/24/2017	01/31/2017	DFT0496FY17	VISION SERVICE PLAN	Accounts Payable	Cleared	Bank Draft	-177.44
01/25/2017	01/31/2017	DFT0501FY17	Public Employees Retirement Association	Accounts Payable	Cleared	Bank Draft	-4,871.50
01/26/2017	01/31/2017	DFT0458FY17	Comcast	Accounts Payable	Cleared	Bank Draft	-219.36
01/30/2017	01/31/2017	DFT0452FY17	Wells Fargo Bank	Accounts Payable	Cleared	Bank Draft	-578.60
01/30/2017		DFT0502FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-9.28
01/30/2017		DFT0503FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-2,694.63
01/30/2017		DFT0504FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-902.72
01/30/2017		DFT0505FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-91.79
01/30/2017		DFT0506FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-326.24
01/30/2017		DFT0507FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-244.44
01/30/2017		DFT0508FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-2,562.48
01/30/2017		DFT0509FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-642.21
01/30/2017		DFT0510FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-1,820.60
01/30/2017		DFT0511FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-448.77
01/30/2017		DFT0512FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-17.02
01/30/2017		DFT0513FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-518.04
01/30/2017		DFT0514FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-967.32
01/30/2017		DFT0515FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-172.37
01/30/2017		DFT0516FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-349.88
01/30/2017		DFT0517FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-715.53
01/30/2017		DFT0518FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-70.76
01/30/2017		DFT0519FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-136.59

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Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/30/2017		DFT0520FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-2,471.89
01/30/2017		DFT0521FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-1,315.91
01/30/2017		DFT0522FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-15.81
01/30/2017		DFT0523FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-23.07
01/30/2017		DFT0524FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-28.99
01/30/2017		DFT0525FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-171.42
01/31/2017		DFT0451FY17	MEGAHURTZ COMPUTER CONSULTING, INC.	Accounts Payable	Outstanding	Bank Draft	-54.16
01/31/2017		DFT0527FY17	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Outstanding	Bank Draft	-71.49
01/31/2017		DFT0528FY17	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Outstanding	Bank Draft	-114.84
01/31/2017		DFT0529FY17	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Outstanding	Bank Draft	-26.35
01/31/2017		DFT0531FY17	El Paso Electric	Accounts Payable	Outstanding	Bank Draft	-15.81
01/31/2017		DFT0532FY17	WEX Fleet Universal	Accounts Payable	Outstanding	Bank Draft	-1,839.17
01/31/2017		DFT0537FY17	Zia Natural Gas Company	Accounts Payable	Outstanding	Bank Draft	-87.16
01/31/2017		DFT0538FY17	Zia Natural Gas Company	Accounts Payable	Outstanding	Bank Draft	-197.91
01/31/2017		DFT0539FY17	Zia Natural Gas Company	Accounts Payable	Outstanding	Bank Draft	-207.37
01/31/2017		DFT0540FY17	New Mexico State Tax & Revenue	Accounts Payable	Outstanding	Bank Draft	-61.69
01/31/2017		DFT0541FY17	New Mexico State Tax & Revenue	Accounts Payable	Outstanding	Bank Draft	-159.16
01/31/2017		DFT0542FY17	New Mexico State Tax & Revenue	Accounts Payable	Outstanding	Bank Draft	-721.63
01/31/2017		DFT0547FY17	Wells Fargo Bank	Accounts Payable	Outstanding	Bank Draft	-2,292.39
01/31/2017		DFT0561FY17	New Mexico State Tax & Revenue	Accounts Payable	Outstanding	Bank Draft	-15,217.69
Bank Draft Total: (98)							-128,519.49

Check							
Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/04/2017	01/31/2017	22183	STEPHANIE SALAZAR	Utility Billing	Cleared	Check	-74.20
01/04/2017	01/31/2017	22184	Advanced Communications & Electronics, Inc.	Accounts Payable	Cleared	Check	-737.54
01/04/2017	01/31/2017	22185	AFTER HOURS CLEANING SERVICE	Accounts Payable	Cleared	Check	-541.56
01/04/2017	01/31/2017	22186	American Document Services	Accounts Payable	Cleared	Check	-107.88
01/04/2017	01/31/2017	22187	Baker Utility Supply Corp.	Accounts Payable	Cleared	Check	-212.00
01/04/2017	01/31/2017	22188	Dona Ana County	Accounts Payable	Cleared	Check	-50.00
01/04/2017	01/31/2017	22189	Dona Ana County	Accounts Payable	Cleared	Check	-212.45
01/04/2017	01/31/2017	22190	Dona Ana County	Accounts Payable	Cleared	Check	-100.00
01/04/2017	01/31/2017	22191	Dona Ana County	Accounts Payable	Cleared	Check	-50.00
01/04/2017	01/31/2017	22192	Dona Ana County	Accounts Payable	Cleared	Check	-100.00
01/04/2017	01/31/2017	22193	Dona Ana County	Accounts Payable	Cleared	Check	-100.00
01/04/2017	01/31/2017	22194	Dona Ana Mutual Domestic Water Consumers Association	Accounts Payable	Cleared	Check	-31.45
01/04/2017	01/31/2017	22195	New Mexico Finance Authority	Accounts Payable	Cleared	Check	-8,805.60
01/04/2017	01/31/2017	22196	New Mexico Rural Water Association	Accounts Payable	Cleared	Check	-1,500.00
01/04/2017	01/31/2017	22197	NMED Utility Operator Certification Program	Accounts Payable	Cleared	Check	-30.00
01/04/2017	01/31/2017	22198	Pitney Bowes Global Financial Services LLC	Accounts Payable	Cleared	Check	-44.59
01/04/2017	01/31/2017	22199	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-81.23
01/04/2017	01/31/2017	22200	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-118.06
01/04/2017	01/31/2017	22201	Turner Electric Motors	Accounts Payable	Cleared	Check	-59.57
01/04/2017	01/31/2017	22202	WATSON SMITH L.L.C	Accounts Payable	Cleared	Check	-1,929.05

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Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/06/2017	01/31/2017	22203	GILBERT BARELA	Utility Billing	Cleared	Check	-4,247.68
01/06/2017	01/31/2017	22204	DEBORAH ANDERSON	Utility Billing	Cleared	Check	-62.24
01/13/2017	01/31/2017	01132017	New Mexico Mutual Casualty Company	Accounts Payable	Cleared	Check	-3,598.00
01/13/2017	01/31/2017	22205	Airgas- Southwest	Accounts Payable	Cleared	Check	-472.02
01/13/2017	01/31/2017	22206	D&J Pump and Well Service, LLC	Accounts Payable	Cleared	Check	-3,367.96
01/13/2017	01/31/2017	22207	FedEx	Accounts Payable	Cleared	Check	-600.38
01/13/2017	01/31/2017	22208	FLEETMATICS USA LLC	Accounts Payable	Cleared	Check	-1,198.42
01/13/2017	01/31/2017	22209	Griffin's Propane	Accounts Payable	Cleared	Check	-151.22
01/13/2017	01/31/2017	22210	JOHNSTON'S TRUE VALUE HARDWARE	Accounts Payable	Cleared	Check	-951.41
01/13/2017	01/31/2017	22211	Las Cruces Sun News	Accounts Payable	Cleared	Check	-50.05
01/13/2017	01/31/2017	22212	Lowe's Commercial Services	Accounts Payable	Cleared	Check	-132.80
01/13/2017	01/31/2017	22213	New Mexico Finance Authority	Accounts Payable	Cleared	Check	-13,134.03
01/13/2017	01/31/2017	22214	PARMETER POWER AND CONTROLL, INC.	Accounts Payable	Cleared	Check	-70.40
01/13/2017	01/31/2017	22215	Pitney Bowes Global Financial Services LLC	Accounts Payable	Cleared	Check	-255.45
01/13/2017	01/31/2017	22216	Pollard Water	Accounts Payable	Cleared	Check	-1,063.00
01/13/2017	01/31/2017	22217	Postal Pros, Inc.	Accounts Payable	Cleared	Check	-3,159.90
01/13/2017	01/31/2017	22218	Rio Grande Pump & Supply Company	Accounts Payable	Cleared	Check	-113.08
01/13/2017	01/31/2017	22219	SIGNERGY PRODUCTIONS	Accounts Payable	Cleared	Check	-191.06
01/13/2017	01/31/2017	22220	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-92.07
01/13/2017	01/31/2017	22221	Tyler Technologies	Accounts Payable	Cleared	Check	-79.30
01/13/2017	01/31/2017	22222	Water Technology Associates	Accounts Payable	Cleared	Check	-105.06
01/13/2017	01/31/2017	22223	WorkMed Inc, Benito Gallardo JR M.D	Accounts Payable	Cleared	Check	-194.96
01/13/2017	01/31/2017	22224	ISAIAS AMAYA JR	Utility Billing	Cleared	Check	-39.05
01/19/2017	01/31/2017	22225	Airgas- Southwest	Accounts Payable	Cleared	Check	-2,000.80
01/19/2017	01/31/2017	22226	Alpha Southwest Inc.	Accounts Payable	Cleared	Check	-2,173.64
01/19/2017	01/31/2017	22227	Baker Utility Supply Corp.	Accounts Payable	Cleared	Check	-2,142.85
01/19/2017	01/31/2017	22228	DPC Industries, Inc.	Accounts Payable	Cleared	Check	-180.00
01/19/2017	01/31/2017	22229	DR. KURT ANDERSON	Accounts Payable	Cleared	Check	-190.00
01/19/2017	01/31/2017	22230	Justin Sparks	Accounts Payable	Cleared	Check	-190.00
01/19/2017	01/31/2017	22231	Las Cruces Sun News	Accounts Payable	Cleared	Check	-75.98
01/19/2017		22232	Melton, James	Accounts Payable	Outstanding	Check	-190.00
01/19/2017	01/31/2017	22233	PARMETER POWER AND CONTROLL, INC.	Accounts Payable	Cleared	Check	-1,012.14
01/19/2017	01/31/2017	22234	Postal Pros Southwest, Inc.	Accounts Payable	Cleared	Check	-4,235.38
01/19/2017	01/31/2017	22235	Raymond J. Ponteri	Accounts Payable	Cleared	Check	-190.00
01/19/2017	01/31/2017	22236	RICOH	Accounts Payable	Cleared	Check	-588.06
01/19/2017	01/31/2017	22237	STULL, JAMIE	Accounts Payable	Cleared	Check	-190.00
01/19/2017	01/31/2017	22238	Water Technology Associates	Accounts Payable	Cleared	Check	-157.97
01/30/2017		22239	City of Las Cruces	Accounts Payable	Outstanding	Check	-16.87
01/30/2017		22240	DPC Industries, Inc.	Accounts Payable	Outstanding	Check	-579.30
01/30/2017		22241	FLEETMATICS USA LLC	Accounts Payable	Outstanding	Check	-599.21
01/30/2017		22242	HALL ENVIRONMENTAL ANALYSIS LABORATORY	Accounts Payable	Outstanding	Check	-130.92
01/30/2017		22243	Johnny's Septic	Accounts Payable	Outstanding	Check	-9,120.00
01/30/2017		22244	Pitney Bowes Global Financial Services LLC	Accounts Payable	Outstanding	Check	-156.08

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Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/30/2017		22245	Water Technology Associates	Accounts Payable	Outstanding	Check	-15.00
01/30/2017		22246	WATSON SMITH L.L.C	Accounts Payable	Outstanding	Check	-1,608.44
01/31/2017		22247	Airgas- Southwest	Accounts Payable	Outstanding	Check	-1,543.34
01/31/2017		22248	American Document Services	Accounts Payable	Outstanding	Check	-67.26
01/31/2017		22249	Baker Utility Supply Corp.	Accounts Payable	Outstanding	Check	-1,417.90
01/31/2017		22250	Dona Ana County	Accounts Payable	Outstanding	Check	-100.00
01/31/2017		22251	HALL ENVIRONMENTAL ANALYSIS LABORATORY	Accounts Payable	Outstanding	Check	-1,013.03
01/31/2017		22252	JOHNSTON'S TRUE VALUE HARDWARE	Accounts Payable	Outstanding	Check	-331.05
01/31/2017		22253	Lowe's Commercial Services	Accounts Payable	Outstanding	Check	-277.64
01/31/2017		22254	New Mexico Finance Authority	Accounts Payable	Outstanding	Check	-21,939.63
01/31/2017		22255	New Mexico Rural Water Association	Accounts Payable	Outstanding	Check	-1,500.00
01/31/2017		22256	Pollard Water	Accounts Payable	Outstanding	Check	-2,028.42
01/31/2017		22257	Rio Grande Pump & Supply Company	Accounts Payable	Outstanding	Check	-37.77
01/31/2017		22258	Sierra Irrigation	Accounts Payable	Outstanding	Check	-15.15
01/31/2017		22259	Southwest Envirotec	Accounts Payable	Outstanding	Check	-324.94
01/31/2017		22260	Tyler Technologies	Accounts Payable	Outstanding	Check	-34,337.82
Check Total: (79)							-138,891.31
EFT							
01/09/2017	01/31/2017	DFT0438FY17	Payroll EFT	Payroll	Cleared	EFT	-18,131.24
01/13/2017	01/31/2017	385	Dona Ana County Financial Services	Accounts Payable	Cleared	EFT	-8,212.76
01/13/2017	01/31/2017	386	Peters Law Firm, LLC.	Accounts Payable	Cleared	EFT	-1,253.29
01/23/2017	01/31/2017	DFT0499FY17	Payroll EFT	Payroll	Cleared	EFT	-18,321.14
01/30/2017	01/31/2017	387	At Your Service, Inc.	Accounts Payable	Cleared	EFT	-56.86
01/31/2017		388	Dona Ana County Financial Services	Accounts Payable	Outstanding	EFT	-8,563.36
EFT Total: (6)							-54,538.65
Bank Account 5766205370 Total: (183)							-321,949.45

Bank Account: 5766205388 - Grant Account

Check	Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
	01/04/2017	01/31/2017	20367	Dona Ana County	Accounts Payable	Cleared	Check	-857.60
	01/04/2017	01/31/2017	20368	Dona Ana County	Accounts Payable	Cleared	Check	-1,836.95
	01/04/2017	01/31/2017	20369	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-24,105.16
	01/04/2017	01/31/2017	20370	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-16,944.68
	01/04/2017	01/31/2017	20371	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-4,922.97
	01/04/2017	01/31/2017	20372	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-7,986.80
	01/04/2017	01/31/2017	20373	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-10,527.98
	01/04/2017	01/31/2017	20374	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-701.87
	01/04/2017	01/31/2017	20375	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-4,997.00
	01/04/2017	01/31/2017	20376	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-6,140.89
	01/13/2017	01/31/2017	20377	Dona Ana County	Accounts Payable	Cleared	Check	-1,455.20
	01/13/2017	01/31/2017	20378	Dona Ana County	Accounts Payable	Cleared	Check	-860.00
	01/13/2017	01/31/2017	20379	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-6,140.89
	01/13/2017	01/31/2017	20380	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-5,496.16

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Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/13/2017	01/31/2017	20381	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-15,840.70
01/13/2017	01/31/2017	20382	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-16,944.68
01/13/2017	01/31/2017	20383	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-50,441.67
01/13/2017	01/31/2017	20384	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-10,747.85
Check Total: (18)							-186,949.05
Bank Account 5766205388 Total: (18)							-186,949.05

Bank Account: 5766205396 - Restricted Funds

Check							
Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/13/2017	01/31/2017	20595	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-14,768.90
01/13/2017	01/31/2017	20596	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-20,427.20
01/13/2017	01/31/2017	20597	Souder, Miller, & Associates	Accounts Payable	Cleared	Check	-5,324.53
Check Total: (3)							-40,520.63
Bank Account 5766205396 Total: (3)							-40,520.63
Report Total: (204)							-549,419.13

Bank Transaction Report

Issued Date Range: -

Summary

Bank Account	Count	Amount
5766205370 Operating Account	183	-321,949.45
5766205388 Grant Account	18	-186,949.05
5766205396 Restricted Funds	3	-40,520.63
Report Total:	204	-549,419.13

Cash Account	Count	Amount
100 100-10-1000 General Checking 5370	183	-321,949.45
200 200-10-1005 Grant Account 5388	18	-186,949.05
900 900-10-1001 Restricted Funds 5396	3	-40,520.63
Report Total:	204	-549,419.13

Transaction Type	Count	Amount
Bank Draft	98	-128,519.49
Check	100	-366,360.99
EFT	6	-54,538.65
Report Total:	204	-549,419.13



	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 100 - General Operating Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	423,658.82	182,695.59	-240,963.23
105 - Due From Other Governments	0.00	225.75	225.75
110 - Accounts Receivable	0.00	-9,125.97	-9,125.97
120 - Fund Transfers	381,643.90	1,362,331.91	980,688.01
130 - Inventories	0.00	0.00	0.00
140 - Prepaid Expenses	0.00	0.00	0.00
145 - Refundable Deposits	0.00	0.00	0.00
146 - Restricted Cash	57,713.91	57,724.03	10.12
147 - Restricted Investments	0.00	0.00	0.00
Total ReportOnly1 10 - Current Assets:	863,016.63	1,593,851.31	730,834.68
ReportOnly1: 15 - Long-term Assets			
150 - Capital Assets, Net	0.00	0.00	0.00
Total ReportOnly1 15 - Long-term Assets:	0.00	0.00	0.00
Total Assets:	863,016.63	1,593,851.31	730,834.68
Liability			
ReportOnly1: 10 - Current Assets			
105 - Due From Other Governments	-921.00	-1,842.00	921.00
Total ReportOnly1 10 - Current Assets:	-921.00	-1,842.00	921.00
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	17,003.37	-36,351.20	53,354.57
210 - Due to Other Governments	0.00	-8,563.36	8,563.36
214 - Accrued Payroll	0.00	9,030.26	-9,030.26
222 - Customer Deposits	0.00	0.00	0.00
Total ReportOnly1 20 - Short-term Liabilities:	17,003.37	-35,884.30	52,887.67
ReportOnly1: 25 - Long-term Liabilities			
250 - Compensated Absences	0.00	0.00	0.00
251 - Long-term Debt	0.00	0.00	0.00
Total ReportOnly1 25 - Long-term Liabilities:	0.00	0.00	0.00
Total Liability:	16,082.37	-37,726.30	53,808.67
Equity			
ReportOnly1: 30 - Net Assets			
300 - Net Assets	89,393.23	846,934.26	0.00
Total ReportOnly1 30 - Net Assets:	89,393.23	846,934.26	0.00
Total Beginning Equity:	89,393.23	846,934.26	0.00
Total Revenue	3,681,816.38	2,491,982.53	-1,189,833.85
Total Expense	2,924,275.35	1,707,339.18	1,216,936.17
Revenues Over/(Under) Expenses	757,541.03	784,643.35	27,102.32
Total Equity and Current Surplus (Deficit):	846,934.26	1,631,577.61	784,643.35
Total Liabilities, Equity and Current Surplus (Deficit):	863,016.63	1,593,851.31	730,834.68

Balance Sheet

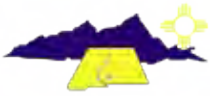
As Of 01/31/2017

	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 200 - Grant/Loan Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	0.00	0.00	0.00
105 - Due From Other Governments	0.00	0.00	0.00
120 - Fund Transfers	-110,838.13	-726,111.84	-615,273.71
146 - Restricted Cash	-96,781.94	379.35	97,161.29
Total ReportOnly1 10 - Current Assets:	-207,620.07	-725,732.49	-518,112.42
ReportOnly1: 15 - Long-term Assets			
150 - Capital Assets, Net	0.00	0.00	0.00
Total ReportOnly1 15 - Long-term Assets:	0.00	0.00	0.00
Total Assets:	-207,620.07	-725,732.49	-518,112.42
Liability			
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	0.00	0.00	0.00
Total ReportOnly1 20 - Short-term Liabilities:	0.00	0.00	0.00
ReportOnly1: 25 - Long-term Liabilities			
251 - Long-term Debt	0.00	0.00	0.00
Total ReportOnly1 25 - Long-term Liabilities:	0.00	0.00	0.00
Total Liability:	0.00	0.00	0.00
Equity			
ReportOnly1: 30 - Net Assets			
300 - Net Assets	4,376.22	-207,620.07	0.00
Total ReportOnly1 30 - Net Assets:	4,376.22	-207,620.07	0.00
Total Beginning Equity:	4,376.22	-207,620.07	0.00
Total Revenue	3,404,753.75	3,192,599.69	-212,154.06
Total Expense	3,616,750.04	3,710,712.11	-93,962.07
Revenues Over/(Under) Expenses	-211,996.29	-518,112.42	-306,116.13
Total Equity and Current Surplus (Deficit):	-207,620.07	-725,732.49	-518,112.42
Total Liabilities, Equity and Current Surplus (Deficit):	-207,620.07	-725,732.49	-518,112.42

Balance Sheet

As Of 01/31/2017

	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 900 - Restricted Reserve Fund			
Assets			
ReportOnly1: 10 - Current Assets			
100 - Cash & Cash Equivalents	0.00	0.00	0.00
110 - Accounts Receivable	0.00	0.00	0.00
120 - Fund Transfers	-270,805.77	-636,220.07	-365,414.30
146 - Restricted Cash	-125,000.00	0.00	125,000.00
147 - Restricted Investments	1,875,581.00	1,879,837.25	4,256.25
Total ReportOnly1 10 - Current Assets:	1,479,775.23	1,243,617.18	-236,158.05
Total Assets:	1,479,775.23	1,243,617.18	-236,158.05
Liability			
ReportOnly1: 20 - Short-term Liabilities			
200 - Accounts Payable	0.00	0.00	0.00
Total ReportOnly1 20 - Short-term Liabilities:	0.00	0.00	0.00
Total Liability:	0.00	0.00	0.00
Equity			
ReportOnly1: 30 - Net Assets			
300 - Net Assets	2,122,864.30	1,479,775.23	0.00
Total ReportOnly1 30 - Net Assets:	2,122,864.30	1,479,775.23	0.00
Total Beginning Equity:	2,122,864.30	1,479,775.23	0.00
Total Expense	643,089.07	236,158.05	406,931.02
Revenues Over/(Under) Expenses	-643,089.07	-236,158.05	406,931.02
Total Equity and Current Surplus (Deficit):	1,479,775.23	1,243,617.18	-236,158.05
Total Liabilities, Equity and Current Surplus (Deficit):	1,479,775.23	1,243,617.18	-236,158.05



StateRpt...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Operating Fund						
Revenue						
400 - Interest Income from Bank Accounts and CD's	33,000.00	33,000.00	3,506.47	9,013.66	-23,986.34	72.69 %
410 - Rental Income	5,700.00	5,700.00	475.00	2,850.00	-2,850.00	50.00 %
420 - Water and Wastewater Sales	3,795,500.00	3,795,500.00	266,956.21	2,359,074.51	-1,436,425.49	37.85 %
430 - Miscellaneous	62,000.00	62,000.00	5,897.06	20,698.88	-41,301.12	66.61 %
700 - Water Rights Revenue	175,000.00	175,000.00	24,568.11	100,345.48	-74,654.52	42.66 %
Revenue Total:	4,071,200.00	4,071,200.00	301,402.85	2,491,982.53	-1,579,217.47	38.79 %
Expense						
500 - Personnel Expenses	1,214,500.00	1,214,500.00	77,858.23	568,417.26	646,082.74	53.20 %
505 - Mileage and Per Diem	15,500.00	15,500.00	0.00	2,160.42	13,339.58	86.06 %
515 - Vehicle Expense	39,500.00	39,500.00	3,650.81	20,621.57	18,878.43	47.79 %
520 - Building Expense	2,100.00	2,100.00	0.00	591.78	1,508.22	71.82 %
525 - Utilities	287,550.00	287,550.00	37,472.04	167,657.55	119,892.45	41.69 %
530 - Telephone	16,300.00	16,300.00	1,317.29	8,897.84	7,402.16	45.41 %
535 - Postage Expense	70,120.00	70,120.00	7,853.81	24,086.26	46,033.74	65.65 %
540 - Office Supplies and Other Expenses	216,965.00	216,965.00	13,256.67	181,544.71	35,420.29	16.33 %
545 - Advertising and Public Relations	9,500.00	9,500.00	126.03	3,485.05	6,014.95	63.32 %
550 - Training Workshops	16,100.00	16,100.00	0.00	5,380.00	10,720.00	66.58 %
555 - Annual Audit/Financial Report Expenses	19,000.00	19,000.00	0.00	11,346.56	7,653.44	40.28 %
560 - Dues and Board Fees	11,400.00	11,400.00	950.00	5,605.00	5,795.00	50.83 %
570 - System Repairs	225,000.00	225,000.00	13,031.36	93,193.04	131,806.96	58.58 %
575 - Professional Services	285,900.00	285,900.00	6,216.55	98,171.30	187,728.70	65.66 %
580 - Contractual Fees and Other Services	63,700.00	63,700.00	3,618.79	14,472.50	49,227.50	77.28 %
585 - Debt Payments	578,800.00	578,800.00	44,740.66	293,015.88	285,784.12	49.38 %
590 - Miscellaneous	351,000.00	351,000.00	32,932.98	208,692.46	142,307.54	40.54 %
Expense Total:	3,422,935.00	3,422,935.00	243,025.22	1,707,339.18	1,715,595.82	50.12 %
Fund: 100 - General Operating Fund Surplus (Deficit):	648,265.00	648,265.00	58,377.63	784,643.35	136,378.35	-21.04 %
Fund: 200 - Grant/Loan Fund						
Revenue						
600 - Grant Revenue	11,221,017.00	11,221,017.00	1,413,324.98	3,192,599.69	-8,028,417.31	71.55 %
Revenue Total:	11,221,017.00	11,221,017.00	1,413,324.98	3,192,599.69	-8,028,417.31	71.55 %
Expense						
650 - Grant Expense	11,251,525.00	11,251,525.00	1,518,557.58	3,710,712.11	7,540,812.89	67.02 %
Expense Total:	11,251,525.00	11,251,525.00	1,518,557.58	3,710,712.11	7,540,812.89	67.02 %
Fund: 200 - Grant/Loan Fund Surplus (Deficit):	-30,508.00	-30,508.00	-105,232.60	-518,112.42	-487,604.42	-1,598.28 %
Fund: 900 - Restricted Reserve Fund						
Expense						
650 - Grant Expense	606,741.00	606,741.00	40,520.63	171,736.15	435,004.85	71.70 %
740 - Capital Purchases	228,000.00	228,000.00	0.00	64,421.90	163,578.10	71.74 %
Expense Total:	834,741.00	834,741.00	40,520.63	236,158.05	598,582.95	71.71 %
Fund: 900 - Restricted Reserve Fund Total:	834,741.00	834,741.00	40,520.63	236,158.05	598,582.95	71.71 %
Report Surplus (Deficit):	-216,984.00	-216,984.00	-87,375.60	30,372.88	247,356.88	114.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Operating Fund	648,265.00	648,265.00	58,377.63	784,643.35	136,378.35
200 - Grant/Loan Fund	-30,508.00	-30,508.00	-105,232.60	-518,112.42	-487,604.42
900 - Restricted Reserve Fund	-834,741.00	-834,741.00	-40,520.63	-236,158.05	598,582.95
Report Surplus (Deficit):	-216,984.00	-216,984.00	-87,375.60	30,372.88	247,356.88



Income Statement Group Summary

For Fiscal: FY 2016 - 2017 Period Ending: 01/31/2017

FedRpt2	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - General Operating Fund					
Revenue					
400 - Water Sales	3,682,000.00	3,682,000.00	253,637.38	2,263,190.16	1,418,809.84
405 - Pntly/Disconnects	151,500.00	151,500.00	13,907.82	85,057.82	66,442.18
410 - Installations	153,000.00	153,000.00	28,395.22	123,241.76	29,758.24
430 - Miscellaneous	51,700.00	51,700.00	1,955.96	11,479.13	40,220.87
700 - Investment / Interest	33,000.00	33,000.00	3,506.47	9,013.66	23,986.34
Revenue Total:	4,071,200.00	4,071,200.00	301,402.85	2,491,982.53	1,579,217.47
Expense					
500 - Salaries/Benefits	1,174,300.00	1,174,300.00	74,065.27	544,290.36	630,009.64
510 - Tax / Insurance	299,700.00	299,700.00	31,914.16	187,413.76	112,286.24
515 - Utilities/Fuel/Oil	327,350.00	327,350.00	42,159.53	192,066.42	135,283.58
520 - Supplies/Expense	731,885.00	731,885.00	43,734.09	378,261.73	353,623.27
525 - Debt Services	377,500.00	377,500.00	38,748.66	194,799.55	182,700.45
530 - Interest	201,300.00	201,300.00	5,992.00	98,216.33	103,083.67
580 - Professional fees	310,900.00	310,900.00	6,411.51	112,291.03	198,608.97
Expense Total:	3,422,935.00	3,422,935.00	243,025.22	1,707,339.18	1,715,595.82
Fund: 100 - General Operating Fund Surplus (Deficit):	648,265.00	648,265.00	58,377.63	784,643.35	-136,378.35
Fund: 200 - Grant/Loan Fund					
Revenue					
650 - Grant/Loan Revenue	11,221,017.00	11,221,017.00	1,413,324.98	3,192,599.69	8,028,417.31
Revenue Total:	11,221,017.00	11,221,017.00	1,413,324.98	3,192,599.69	8,028,417.31
Expense					
660 - Grant/Loan Expense	11,251,525.00	11,251,525.00	1,518,557.58	3,710,712.11	7,540,812.89
Expense Total:	11,251,525.00	11,251,525.00	1,518,557.58	3,710,712.11	7,540,812.89
Fund: 200 - Grant/Loan Fund Surplus (Deficit):	-30,508.00	-30,508.00	-105,232.60	-518,112.42	487,604.42
Fund: 900 - Restricted Reserve Fund					
Expense					
520 - Supplies/Expense	228,000.00	228,000.00	0.00	64,421.90	163,578.10
660 - Grant/Loan Expense	606,741.00	606,741.00	40,520.63	171,736.15	435,004.85
Expense Total:	834,741.00	834,741.00	40,520.63	236,158.05	598,582.95
Fund: 900 - Restricted Reserve Fund Total:	834,741.00	834,741.00	40,520.63	236,158.05	598,582.95
Total Surplus (Deficit):	-216,984.00	-216,984.00	-87,375.60	30,372.88	-247,356.88

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	Total Budget	Total Budget			Remaining
100 - General Operating Fund	648,265.00	648,265.00	58,377.63	784,643.35	-136,378.35
200 - Grant/Loan Fund	-30,508.00	-30,508.00	-105,232.60	-518,112.42	487,604.42
900 - Restricted Reserve Fund	-834,741.00	-834,741.00	-40,520.63	-236,158.05	-598,582.95
Total Surplus (Deficit):	-216,984.00	-216,984.00	-87,375.60	30,372.88	-219,162.26



February 20, 2017

#6323698

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: RECOMMENDATION REGARDING AWARD OF CONSTRUCTION CONTRACT
DOÑA ANA MDWCA MYLES ROAD PAVEMENT PROJECT**

Dear Ms. Horton:

Bids were opened for the Doña Ana Mutual Domestic Water Consumers Association (MDWCA) Myles Road Pavement Project at 2:00 p.m. on February 10, 2017 at 5535 Ledesma Drive, Las Cruces, New Mexico 88007. Six bids were received for the project, and all bid packages were determined to be complete at the time of bid opening. Upon review of the bid packets, it was determined that the bid from Highland Enterprises Inc. was incorrect. A unit price was not written in for Bid Item No. 2. According to Article 14.01.C in the Instructions to Bidders, "Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices." The inconsistencies are shown in red on the attached Bid Tab.

The apparent low bidder was *A Mountain Professional Construction*. The **total** of the **Base Bids** ranged from eighty-eight thousand, three hundred seventy-six dollars and ten cents (\$88,376.10) to one hundred twenty-nine thousand, six hundred forty-six dollars and zero cents (\$129,646.00). Based on a review of the bids, the low bidder, *A Mountain Professional Construction*, with a **base bid** amount of **\$88,376.10**, is recommended as the responsive bidder. Please refer to the attached bid tabulation spreadsheets for a detailed breakdown of the bids received.

SMA investigated *A Mountain Professional Construction's* past experience. The references provided by *A Mountain Professional Construction*, contacted by SMA, provided feedback on their quality of work. Please refer to the References Contacted sheet included.

Considering the Base Bid presented by lowest bidder, available funding, Owner's preferences, as well as the verification of qualifications of the company to perform the work associated with the project, SMA recommends award of the project in the amount of **\$88,376.10** to *A Mountain Professional Construction*.

If the Association agrees, an agreement should be reached to "tentatively" award the construction contract to *A Mountain Professional Construction* pending funding agency concurrence. We will then need a copy of the corresponding minutes to submit to the funding and review agency, along with the Contractor's bid proposal, bid bond, qualification statement

Ms. Jennifer J. Horton

February 20, 2017

Page 2 of 2

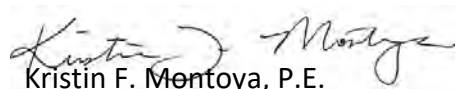
and compliance statement, to request concurrence from the funding agency in the award of the bid to *A Mountain Professional Construction*.

If the funding agency concurs with the decision of the board, the attached Notice of Award will be submitted to the contractor. The contractor will then have 15 days to deliver insurance, performance and payment bonds. Then the Notice to Proceed and Agreement between Owner and Contractor will be signed by Doña Ana MDWCA and sent to the Contractor.

Please feel free to contact either of the undersigned if you have any questions or concerns related to this recommendation of award.

Sincerely,

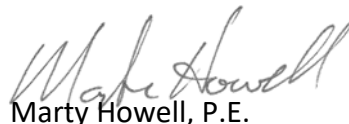
**MILLER ENGINEERING, INC. D/B/A
SOUDER, MILLER & ASSOCIATES**



Kristin F. Montoya, P.E.

Project Engineer

kristin.montoya@soudermiller.com



Marty Howell, P.E.

Senior Engineer

marty.howell@soudermiller.com

Enclosures: Bid Tab, References Contacted, Verification of Bid Letter, Notice of Award, Agreement between Owner and Contractor and A Mountain Professional Construction's Bid package

Doña Ana MDWCA Transmission Line Project
Bid Tab
September 27, 2016

Item No.	Description	Unit	Est Qty	SMA		A Mountain Professional Construction		Renegade Construction LLC		Highland Enterprises Inc.		Calliper Construction Company Inc.		Smith & Asquire Construction Co. Inc.		Morrow Enterprises Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Material Testing Allowance	Allow	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2	Traffic Control	Allow	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,978.59	\$ 3,978.59	\$ -	\$ -	\$ 11,115.00	\$ 11,115.00	\$ 12,000.00	\$ 12,000.00	\$ 22,504.00	\$ 22,504.00
3	Preparation Implementation and Maintenance of a Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 663.44	\$ 663.44	\$ 1,500.00	\$ 1,500.00	\$ 445.00	\$ 445.00	\$ 2,000.00	\$ 2,000.00	\$ 1,575.00	\$ 1,575.00
4	Preconstruction and Post-construction video documentation	LS	1	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 398.07	\$ 398.07	\$ 200.00	\$ 200.00	\$ 105.00	\$ 105.00	\$ 300.00	\$ 300.00	\$ 617.00	\$ 617.00
5	Asphalt Pavement Removal and Replacement (incl. 6 inches of base coarse, 3 inches of F HMA/C and 1.2 inches of subgrade prep, tack coat, restoration of pavement markings to preconstruction configuration and all related appurtenances not included on Bid Form), CIP	LF	2970	\$ 35.00	\$ 103,950.00	\$ 27.13	\$ 80,576.10	\$ 28.17	\$ 83,664.90	\$ 29.98	\$ 89,040.60	\$ 28.70	\$ 85,239.00	\$ 28.94	\$ 85,951.80	\$ 35.00	\$ 103,950.00
Total Calculated Base Bid:				\$	115,450.00	\$	88,376.10	\$	89,705.00	\$	91,740.60	\$	97,904.00	\$	101,251.80	\$	129,646.00
Written Total:				N/A	N/A	\$	88,376.10	\$	89,705.00	\$	93,540.60	\$	97,904.00	\$	101,251.80	\$	129,646.00
New Mexico Resident Bidder Preference (5%):				N/A	N/A	\$	83,957.30	\$	85,219.75	\$	87,153.57	\$	93,008.80	\$	96,189.21	\$	123,153.70
New Mexico Veteran's Preference (7%):				N/A	N/A	\$	N/A	\$	N/A	\$	N/A	\$	N/A	\$	N/A	\$	N/A

*Unit Price was not entered for Bid Item No. 2. The Total Price entered was \$1,800.00

CERTIFICATION:
 I certify that the above figures are the evaluated unit prices from those submitted in the Bid Form.
 Kristin F. Montoya, P.E.
 Sander, Miller & Associates

Date 2/20/17

Person Contacted: Eric Chavez
Company Contacted: City of Las Cruces
Phone No.: (575) 528-3309
Project Name: Pavement Replacement 2015-2016 Phase II (15-16-172)
Approximate Contract Amount: \$268,653.00
Project Year: 2015-2016

Questions:

Was the project completed on schedule?

Yes.

Was the project completed on budget?

Yes, they came in under budget.

Was the contractor easy to work with?

Fairly easy, not a problem. When I asked for something, they took care of it.

What was the quality of work?

No problem with quality.

Were there any change orders? If so, explain.

No.

Were there any problems? If so, explain.

The only problem we had was at one point the slope of the sewer was off because their equipment failed. They pointed out the problem and went back and fixed it.

Are there any additional comments?

They are pretty easy to work with. I would recommend them.

Person Contacted: Jason
Company Contacted: ESA Construction Inc.
Phone No.: (915) 845-4577
Project Name: NMSU Tunnel Replacement Phase I (150308)
Approximate Contract Amount: \$187,000.00
Project Year: 2015

Questions:

Was there any asphalt replacement on this project?

Yes, they did the excavation, backfill, paving and transport of excess material.

Was the project completed on schedule?

Yes.

Was the project completed on budget?

Yes, they honored their pricing and did a fantastic job managing their budget.

Was the contractor easy to work with?

Yes, they are a good group of honest guys.

What was the quality of work?

They are very qualified. They know how to run the equipment and have good ideas on how to complete the project. They are key partners in the work we do.

Were there any change orders? If so, explain.

Yes, there were owner request change orders.

Were there any problems? If so, explain.

No problems at all.

Are there any additional comments?

They are a great contractor

Person Contacted: Jimmy Moreno

Company Contacted: City of Las Cruces

Phone No.: (575) 528-3126

Project Name: Crescent Rehab and Utility Improvements (15-16-006)

Approximate Contract Amount: \$503,079.00

Project Year: 2015

Questions:

Was there any asphalt replacement on this project?

Yes.

Was the project completed on schedule?

No, liquidated damages were applied for 10 days. As per City of Las Cruces contract, bonds were not called because all contract items were completed. There were some delays that they couldn't pull themselves out of.

Was the project completed on budget?

Yes, they were under budget.

Was the contractor easy to work with?

They were ok for the most part. There was some turn around with the superintendents that created some issues. There were also some minor issues with contractual obligations, but once we pointed out what they were required to do, they did it.

What was the quality of work?

The quality was pretty good. The work was completed per specification. There were some minor issues, but we were able to correct them in the field.

Were there any change orders? If so, explain.

There were some minor change orders, including quantity increases, unforeseen field conditions and additional services.

Were there any problems? If so, explain.

There were not any major issues. They did a good job of maintaining the project during rain. There were some minor issues with utility installation, but they were taken care of in the field.

Are there any additional comments?

There was a little bit of push back when liquidated damages were issued, but they completed the project.

Person Contacted: Lorenzo Hernandez

Company Contacted: City of Las Cruces

Phone No.: (575) 528-3072

Project Name: Solano Drive ADA Improvements (15-16-129)

Approximate Contract Amount: (168,577.00)

Project Year: 2016

Questions:

Was there any asphalt replacement on this project?

There was a minimal amount.

Was the project completed on schedule?

Yes, it was completed two weeks early.

Was the project completed on budget?

Yes, they finished below budget.

Was the contractor easy to work with?

At first it was a challenge, but it got better after we learned how to work with each other. They were initially deviating from the plans, but corrected the problem after discussions.

What was the quality of work?

The quality was really good. There weren't any issues, everything passed and nothing had to be removed. There were some cracked curbs that need minor repairs.

Were there any change orders? If so, explain.

No.

Were there any problems? If so, explain.

After the initial communication problems discussed previously, there were not any problems.

Are there any additional comments?

I would recommend them. They stayed on track, and always showed up on sited. Even when it rained, there was someone on site making sure traffic control was set up. Gilbert was easy to work with, but Bobby can be hard to work with. If you go through Gilbert, you shouldn't have any issues.



1177 Scoggins Ave
Las Cruces, N.M., 88005
O: 575.525.1405 – F: 575.523.0867

February 13, 2017

Sauder, Miller & Associates
3500 Sedona Hills Parkway
Las Cruces, N.M., 88011

Dear Kristen Montoya,

In reference to:
Myles Road Pavement Project
Specification 32 12 16, Section 2.1.1

A Mountain Construction acknowledges the striping portion of the referenced project and would like to clarify there was no mistake in the bidding process. A Mountain Construction will confirm to NMDOT specification as in the bidding documents, please feel free to contact our office with any questions or concerns you may have, thank you.

Warm regards,

A handwritten signature in black ink, appearing to be "Gilbert Espinoza", written over a horizontal line.

Gilbert Espinoza, Project Manager

A larger handwritten signature in black ink, appearing to be "Gilbert Espinoza", written below the typed name.

NOTICE OF AWARD

Date of Issuance:

Owner: Doña Ana MDWCA Owner's Contract No.:

Engineer: Souder, Miller & Associates Engineer's Project No.: 6323698

Project: Myles Road Pavement Project Contract Name: Myles Road Pavement Project

Bidder: A Mountain Professional Construction

Bidder's Address: 1177 Scoggins Ave, Las Cruces, NM 88005

TO BIDDER:

You are notified that Owner has accepted your Bid dated February 10, 2017 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The removal and replacement of 3-inches of asphalt, 6-inches of base course, and 12-inch of subgrade prep on the east bound lane of Myles Road.

The Contract Price of the awarded Contract is: \$ 88,376.00 [subject to unit prices]

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., *performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Contractor to submit a construction schedule and submittals on or before the day of the preconstruction meeting.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
Authorized Signature

By: _____

Title: _____

Date Issued: _____

Copy: Engineer

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ Doña Ana MDWCA _____ (“Owner”) and
_____ A Mountain Professional Construction _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is described as follows:
Removal and replacement of 3-inches of asphalt, 6-inches of base course, and 12-inches of subgrade prep on the east bound lane of Myles Road.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Miller Engineers, Inc. d/b/a Souder, Miller & Associates (“Engineer”) who will act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 14 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 21 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, with an estimated total of all unit price work equivalent to \$88,376.10 (eighty-eight thousand, three hundred seventy-six dollars and ten cents).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 100 percent of Work completed; and
 - b. 100 percent of cost of materials and equipment not incorporated in the Work.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1.5% per month, or other rate mutually agreed between the Owner and Contractor prior to presentation of corresponding Application for Payment.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 7, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. Contractor's Bid Form [EJCDC C-410] (pages 1 to 5, inclusive).
 5. General Conditions (pages 1 to 65, inclusive).
 6. Supplementary Conditions (pages 1 to 7, inclusive).
 7. Appendices as listed in the Index to Appendices of the Project Manual.
 8. Technical Specifications as listed in the table of contents of the Project Manual.
 9. Drawings listed on the attached sheet index.
 10. Addenda (numbers 1 to 1, inclusive).
 11. The following, which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and

unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.
- B. Termination Clause: This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the Owner may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Owner's only liability shall be to pay Contractor or Vendor for acceptable goods delivered and services rendered before the termination date.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Doña Ana MDWCA

A Mountain Professional Construction

By: Jennifer J. Horton

By: _____

Title: Executive Director

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 866

1177 Scoggins Ave.

Doña Ana, NM 88032

Las Cruces, NM 88005

License No.: 85717
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agency Concurrence:

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: _____

By: _____

Date: _____

Title: _____

Mountain Professional Construction
1177 Scoggins Ave,
Las Lunas NM 88005

Dana Ann MDWCA
FEB 10 2017

Received by: DB
1:50 pm

A.H.S.
Jennifer Horton

Dana Ann MDWCA
Myles Road Pavement Project

Open Time: 2:00pm
Open Date: 2-10-17

Sealed
Bid
Enclosed

BID FORM
DOÑA ANA MDWCA
MYLES ROAD PAVEMENT PROJECT

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Doña Ana MDWCA
Attn: Ms. Jennifer J. Horton, Executive Director
5535 Ledesma Drive
Doña Ana, New Mexico 88007

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2-9-17</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
1	Material Testing Allowance	Allow.	1	\$1,000.00	\$1,000.00
2	Traffic Control	LS	1	3000-	3000-
3	Preparation, Implementation and Maintenance of a Storm Water Pollution Prevention Plan (SWPPP)	LS	1	3000-	3000-
4	Preconstruction and Post-construction video documentation	LS	1	800-	800-
5	Asphalt Pavement Removal and Replacement (incl. 6 inches of base coarse, 3 inches of HMAC and 12-inches of subgrade prep, tack coat, restoration of pavement markings to preconstruction configuration and all related appurtenances not included on Bid Form), CIP	SY	2,970	27 ¹³	80576. ¹⁰

TOTAL OF BID: \$ 88,376.10

IN WORDS: Eighty eight thousand three hundred seventy six dollars and ten cents

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Required Bidder Qualification Statement with supporting data;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. New Mexico Contractor's License No.: 85717;
 - G. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;
 - H. Copy of a valid resident business certificate or valid resident contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);
 - I. Copy of a valid resident veteran business certificate or valid resident veteran contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);
 - J. Campaign Contribution Disclosure Form; and

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

A Mountain Professional Construction

By:

[Signature]



[Printed name]

Bobby Spedalieri

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Gilbert Espinoza

Title:

Project Manager

Submittal Date:

2-10-17

Address for giving notices:

1177 Scoggins Ave

Las Cruces NM 88005

Telephone Number:

575 525 1405

Fax Number:

575 523 0867

Contact Name and e-mail address:

Gilbert Espinoza

gilampe@gmail.com

New Mexico Department of Workforce Solutions Registration No. 01969320110727

Is Bidder eligible for Resident Contractor Preference or Resident Veteran Contractor Preference as defined in the Instructions to Bidders?

Yes Circle one:

Resident Contractor

Resident Veteran Contractor

No

Preference

Preference

If yes, attach documentation of Resident Contractor or Resident Veteran Contractor eligibility.

LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE", sign the sheet, and include with Bid to avoid being found non-responsive.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
Traffic Control	R 2 Contractors Specialty Inc 2500 Lakeside Drive LCM 88007 523-4052 #53622	2000-	00236122011130
Surveying	GEM Surveying PO Box 193 Organ NM 88052 575 635 0176	2500-	N/A
SWPPP	Verde Environmental PO Box 13226 LCM 88005 575 4910 8868	1500-	N/A

List of Proposed Subcontractors - Continued

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)

Use additional sheets if necessary.

Attest: 

 Authorized Officer

2-10-17

 Date

Bobby Spadellani / owner

 Name and Title

A Mountain Professional Construction

 Name of Firm

* Place title of subcontractor specialty.
 ** Subcontractor's contract range: In the column marked "Range", enter the letter corresponding to the subcontract amount.
 A = Equal to or greater than \$5,000 but less than \$15,000
 B = Equal to or greater than \$15,000 but less than \$50,000
 C = Equal to or greater than \$50,000

BIDDER'S QUALIFICATIONS STATEMENT

Important Note:

Completion of this statement is required of all Bidders and must be submitted together with the Bid, as stipulated in the Instructions to Bidders.

PROJECT TITLE: Doña Ana MDWCA Myles Road Pavement Project

SUBMITTED BY: A Mountain Professional Construction
(Print or Type Name of Bidder)

ADDRESS: 1177 Scoggins Ave
Las Cruces, NM 88005

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business as a utilities contractor? 16 yrs
2. How many years has your organization been in business under its present name? 16 yrs
3. If a corporation, answer the following:
 - a. Date of Incorporation: _____
 - b. State of Incorporation: _____
 - c. President's Name: _____
 - d. Vice President's Name: _____
 - c. Secretary or Clerk's Name: _____
 - d. Treasurer's Name: _____
4. If individual or partnership, answer the following:
 - a. Date of Organization: May 2003
 - b. Name and Address of all Partners:
(State if general or limited partnership)
Bobby Spedalieri 1177 Scoggins Ave L.C. NM 88005
Chris Spedalieri 1177 Scoggins Ave L.C. N.M. 88005

5. If other than corporation or partnership, describe organization and name principals.

This is a sole proprietor business with Bobby Spedalieri and son Chris Spedalieri being owners or License Business is a asphalt specialty with utilities and concrete as per project

6. Do you plan to subcontract any part of this Project? yes If so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold. We will use R² for Traffic Control

*Verde Environmental will be doing SWPPP plan and management on this project
GEM will be doing all our surveying and layout & station for construction staking*

7. Has any construction contract to which you have been a party, or any subcontractor identified on the List of Proposed Subcontractors form has been a party, been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of subcontractor (if applicable), owner, architect or engineer, and surety, and name and date of project.

N/A

8. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project.

N/A

9. List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Include name, address and telephone number of a reference for each project listed.

Tortugas Drainage, Dona Ana County, Rahaman Huston,
\$ 488,444.32, 63%, 3/10/17
Rene Molina, 645 N Motel Blvd LC # 88007
575 525 6170

EMV's Complex Project, City of Las Cruces, City of Las Cruces
\$ 494,006.68, 84%, 2/24/17
Levi, PO Box 1745 Alamogordo NM 88311

10. List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years. Include name, address and telephone number of a reference for each project listed.

Crescent Rehab and Utilities Improvements
City of Las Cruces, City of Las Cruces, \$ 562'808.08
July 2016, 70%

Stewart St Crossing, City of Bazard, Engineers Inc.
\$ 237'268.00, January 2016, 95%

Pavement Replacement 2015-2016 Phase II, City of Las Cruces
City of Las Cruces, \$ 248'036.00 January 2017, 95%

Salpach/Sunrise Subdivision Sewer Improvements
City of Las Cruces, City of Las Cruces, \$ 624'405.54
90%

11. List name and construction experience of the principal individual of your organization.

Gariberto Espinoza 24 years in construction Heavy Civil
and Vertical Commercial Building with on the field
and in office experience. 8 years with underground
utilities superintendent and Project Manager

12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6.

6. New Mexico

GA01

GB 98

GF09

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

a. A surety: Granite Re Inc
14001 Quailbrook Dr Oklahoma City, Ok
John Henderson 800-440-5953


b. A bank: Wells Fargo
Erica Saunders 455 Main St. Las Lunas, NM
521-6810

c. A major material supplier: GCC of America (Cemex)
Jose Cabas 642 4149
14795 Las Alturas, Mesquite, NM

14. The Owner may require the low Bidder to submit a financial statement, prepared on an accrual basis in a form that clearly indicates Bidder's assets, liabilities and net worth, prior to issuance of the Notice of Award.

Dated this 10 day of February 20 17

Bidder: Bobby Spedalieri
(Print or Type Name of Bidder)

By: 

Title: Owner

(Seal, if Corporation)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

2/10/17

Date

Owner

Title (Position)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **A-Mountain Professional Construction, LLC**
1177 Scoggins

Las Cruces, New Mexico 88005

as Principal, hereinafter called the Principal, and **Granite RE, Inc**

14001 Quailbrook Drive

Oklahoma City, Oklahoma 73134

a corporation duly organized under the laws of the State of Oklahoma

as Surety, hereinafter called the Surety, are held and firmly bound unto

Dona Ana MDWCA

5535 Ledesma Drive

Las Cruces, New Mexico 88007

as Obligee, hereinafter called the Obligee, in the sum of

Five (5%) Percent of amount bid

Dollars (),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Myles Road Pavement Project, Myles Road, Las Cruces, New Mexico

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **10th** day of **February, 2017.**

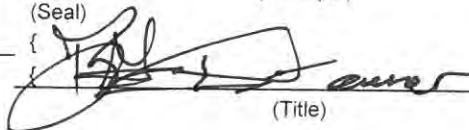


(Witness)

A-Mountain Professional Construction, LLC

{ (Principal)

{ (Seal)



(Title)

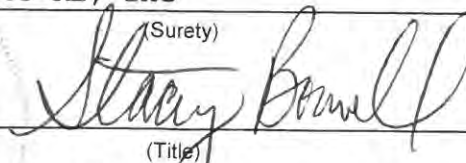
Granite RE, Inc

{ (Surety)

{ (Seal)



(Witness)



(Title)

Stacey Boswell, Attorney-In-Fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WILLIAM W. BURKE; SHAWN E. GUSTAFSON; STACEY BOSWELL; WILLIAM W. BURKE, JR. its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

WILLIAM W. BURKE; SHAWN E. GUSTAFSON; STACEY BOSWELL; WILLIAM W. BURKE, JR. may lawfully do in the premises by virtue of these presents.

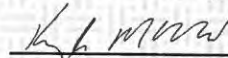
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 9th day of June, 2016.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 9th day of June, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Notary Public

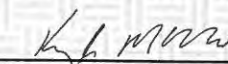
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
10th day of February, 2017





Kyle P. McDonald, Secretary/Treasurer

AGENT'S AFFIDAVIT

Supplements to Bid Forms
Section 00422

This Form must be used by Surety

STATE OF New Mexico)

) ss.

COUNTY OF Doña Ana)

Stacey Boswell being first duly sworn deposes and says:

That he/she is the duly appointed agent for Granite RE, Inc.
14001 Quailbrook Drive
Oklahoma City, Oklahoma 73134
and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of Myles Road Pavement Project, Myles Road,
Las Cruces, New Mexico

dated the 10th day of February, 2017 executed by:

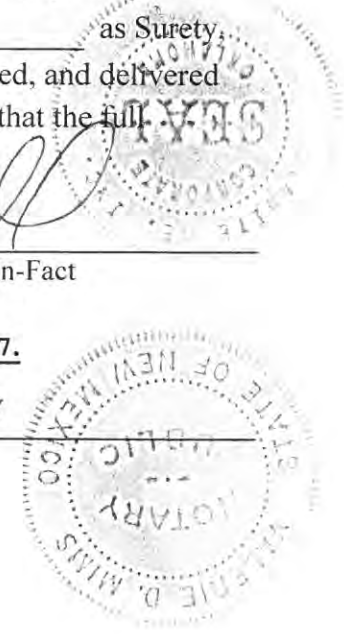
A-Mountain Professional Construction, LLC contractor, as principal and
Granite RE, Inc. as Surety.

signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.

Stacey Boswell
Agent, Stacey Boswell, Attorney-In-Fact

Subscribed and sworn to before me this 10th day of February, 2017.

Valerie D. Minis
Notary Public



My commission expires: September 9, 2018

Agent's Address: Burke Insurance Group, LLC.
1691 Hickory Loop, Suite B
Las Cruces, New Mexico 88005
Telephone Number (575) 524-2222

●Power of Attorney for person signing for Surety Company must be attached to bond ●



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burke Insurance Group, LLC 1691 HICKORY LOOP, SUITE B LAS CRUCES NM 88005	CONTACT NAME: Stacey Boswell PHONE (A/C, No, Ext): (575) 524-2222 E-MAIL ADDRESS: sboswell@burke-insurance.com	FAX (A/C, No): (575) 525-1716
	INSURER(S) AFFORDING COVERAGE	
INSURED A-Mountain Professional Construction LLC, DBA: 1177 Scoggins Las Cruces NM 88005	INSURER A: Cincinnati Insurance Company NAIC # 10677	
	INSURER B: NEW MEXICO MUTUAL NAIC # 40627	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		EPP 0127871	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EPP 0127871	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	52170.112	2/1/2017	2/1/2018	PER STATUTE OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Myles Road Pavement Project, Myles Road, Las Cruces, New Mexico
 Dona Ana MDWCA and Owner are named as Additional Insured per Additional Insured Endorsement for ongoing and completed operation for General Liability as required by written contract. Dona Ana MDWCA and Owner are named as Additional Insured on the General Liability policy except Worker's Compensation per written contract. A waiver of subrogation exists in favor of Dona Ana MDWCA and Owner as to the general liability and workers compensation policies per written contract.

CERTIFICATE HOLDER Dona Ana MDWCA 5535 Ledesma Drive Las Cruces, NM 88007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stacey Boswell/SAB <i>Stacey Boswell</i>
---	--

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **A MOUNTAIN PROFESSIONAL
CONSTRUCTION, LLC**

DBA: **A MOUNTAIN PROFESSIONAL CONSTRUCTION, LLC**
1177 SCOGGINS AVE
LAS CRUCES, NM 88005-2469

Expires: **07-Aug-2018**

Certificate Number:

L0598134832


Demesia Padilla, CPA, Cabinet Secretary



CITY OF LAS CRUCES
 P.O. BOX 20000
 LAS CRUCES, NEW MEXICO 88004

2018 - 01

Type
 HOME OCCUPATION REGISTRATION

Number
 7878
 Issue Date
 01/30/2017
 Expires
01/31/2018

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: A MOUNTAIN PROFESSIONAL CONSTRUCTION LLC
 1177 SCOGGINS
 LAS CRUCES NM 88005

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE *****



CITY OF LAS CRUCES
 P.O. BOX 20000
 LAS CRUCES, NEW MEXICO 88004

2018 - 01

**Certificate
 Receipt**

Type
 HOME OCCUPATION REGISTRATION

License Number
 7878
 Fee Paid
 35.00
 Issue Date
 01/30/2017
 Expiration Date
01/31/2018

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: A MOUNTAIN PROFESSIONAL CONSTRUCTION LLC
 1177 SCOGGINS AVE
 LAS CRUCES, NM 88005-2469

***** NOTIFY CITY OF LAS CRUCES IMMEDIATELY IF THIS BUSINESS LOCATION CLOSSES *****

***** KEEP THIS COPY FOR YOUR RECORDS *****

Doña Ana County

Certificate of Business Registration

A MOUNTAIN PROFESSIONAL CONSTRUCTION LLC

1177 SCOGGINS

LAS CRUCES, NM 88005

Whereas, a business registration application form has been completed on behalf of the above named individual, partnership or corporation, and the registration fee of \$35.00 has been paid;

Now, therefore, the County of Doña Ana, State of New Mexico, hereby acknowledges receipt of said fee for the calendar year ending December 31, 2017.

In Witness Whereof, I have hereunto set my hand and seal of the Board of County Commissioners of Doña Ana County this 27th day of January 2017.


Doña Ana County Clerk


Deputy Clerk



STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

A MOUNTAIN PROFESSIONAL CONSTRUCTION,

LICENSE NUMBER

85717

Qualifying Party(S)

SPEDALIERI BOBBY

SPEDALIERI BOBBY

SPEDALIERI CHRIS

EXPIRES

08/31/2019

CLASSIFICATION(S)

GB1, GB98, GF09



[Signature]
DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

Will Richardson
Governor

Edward J. Lopez
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

725 St. Michael's Drive
Santa Fe, New Mexico 87501

Lisa D. Martinez
Director

This is to certify that: **A MOUTIAN PROFESSIONAL
CONSTRUCTION, L.L.C.**

PERMANENT LICENSE #85717

Located at: 2515 WESTWIND RD, LAS CRUCES, NM 88007

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification of:

GA01, GB98, GF09

And to permit or contract projects *slightly* in New Mexico of a dollar amount of up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on


Signature of Contractor

NOTE: This document is not valid unless the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered as soon as you demand. This certificate is not negotiable.



Lisa D. Martinez
Director

07/14/2008



Certificate of Public Works Registration

A Mountain Construction

1177 Scoggins Avenue

Las Cruces, NM 88007

Registration Date: 6/30/2015

Registration Expiration: 7/27/2017

Registration Number: 01969320110727

This certificate does not show the current status for the company.

**To see the current status for this company please go to the NMDWS Public Works Website at
<https://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>**



February 23, 2017

#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

RE: DOÑA ANA ROAD PAVEMENT PROJECT, DOÑA ANA MDWCA
WTB 271

Dear Ms. Horton:

Enclosed please find the contract package for the Doña Ana Road Pavement Project, as provided under the 2015-03 contract agreement for water. This package is for the bid administration and construction administration phase services of between 3,500 to 4,000 square yards of asphalt pavement removal and replacement on Doña Ana Road. SMA will use our existing construction observation task which has over \$100,000 remaining on the time and materials budget and the existing closeout/record drawing budget. At this time, these two existing budgets are anticipated to be sufficient to complete the respective tasks. The costs and scope of work presented herein (bid administration and construction administration) are consistent with that discussed with Ms. Jennifer J. Horton, Executive Director of Doña Ana Mutual Domestic Water Consumers Association (MDWCA) on February 21, 2017.

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@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 13th day of January 2015 by and between the Doña Ana Mutual Domestic Water Consumers Association the OWNER, and Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this 2nd day of March, 2017 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 \$9,997.00, 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 P5T01- Bid Administration after notice to proceed is received; and 30 calendar days for P6T01- Construction Administration, after construction commencement (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 02Mar17

OWNER: Doña Ana MDWCA
By _____
Type Name Mr. Jim Melton
Title President
Date 02Mar17

ATTEST:  _____
Type Name Lilla J. Reid, P.E.
Title Senior Design Manager
Date 23Feb17

ENGINEER: Souder, Miller & Associates
By  _____
Type Name Karl E. Tonander, P.G., P.E.
Title Senior Vice-President
Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011
Date 23Feb17

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 DOÑA ANA ROAD PAVEMENT PROJECT
DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION
DOÑA ANA COUNTY, NEW MEXICO
FEBRUARY 23, 2017**

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 bid administration and construction administration phase services for the pavement of Doña Ana Road. The scope of work was provided to SMA by Ms. Jennifer J. Horton, Executive Director. This scope is for the construction phase services of 3,500 to 4,000 square yards of asphalt pavement (including 6-inches of base coarse, 3-inches of HMAC and all related appurtenances).

P5T01 – BID ADMINISTRATION

1. Bid Set: SMA will prepare and furnish Doña Ana MDWCA construction documents and plans to bid the of Doña Ana Road pavement.
2. Distribute Bid Documents: SMA will make ten (10) copies of the Construction Documents and will allow review of the construction documents by interested contractors during bidding and local plan rooms. Contractors may obtain copies by leaving a monetary deposit or coordinating with a third-party copy supplier/plan room, or by contacting the SMA office to obtain free access to the digital files on SMA's website. 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.
3. 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 addenda to allow approved "or equals" and substitutes.
4. Answer Questions During Bidding: SMA will accept and answer questions from contractors during bidding.
5. 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.
6. Pre-bid Conference: No pre-bid conference will be held.



7. 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.
8. Preparation of Bid Tabulation: SMA will examine and tabulate the bids received to identify any math or extension errors.
9. 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

10. 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.
11. 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. It is assumed that the Owner can arrange to hold the pre-construction conference in board room, so no costs for facility use are included.
12. 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.
13. 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.
14. 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) construction observer.
15. Preparation of Contract Change Orders: SMA will recommend action on any proposed contract changes and will prepare any change orders required for the project.
16. 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.
17. Maintain Records: SMA 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.



18. 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.
19. Project Meetings: SMA will establish, coordinate and attend all project meetings during the duration of the project up one (1) meeting to once every two weeks and will provide minutes from meetings.

ASSUMPTIONS

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 lump sum (fixed fee) billing method; hence, the invoice will not include an itemized breakdown of charges. However, invoices will be issued on a monthly basis reflecting the percentage complete to date.

Lump Sum Budget Summary		
Task	Description	Budget Requested
P5T01	Bid Administration	\$4,656.00
P6T01	Construction Administration	\$5,341.00
Total Engineering Services Cost (not including NMGRT)		\$9,997.00



Summary of Cost Proposal

Souder, Miller & Associates

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

Project Description: Doña Ana Road (part of Transmisison Line Project)
Project Number: 6325406
Owner: Doña Ana MDWCA
Date of Submittal: February 22, 2017
Tax Rate on Services: 8.3125%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P5T01- Bid Administration- LS	\$ 4,656.00	\$ 387.03	\$ 5,043.03
P6T01- Construction Administration- LS	\$ 5,341.00	\$ 443.97	\$ 5,784.97
TOTALS	\$ 9,997.00	\$ 831.00	\$ 10,828.00

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: Doña Ana Road (part of Transmisison Line Project)
Project Number: 6325406
Owner: Doña Ana MDWCA
Date of Submittal: February 22, 2017
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 II	Mileage	Expenses	Total SMA	Total Task
Billing Rate per Unit	\$ 200	\$ 180	\$ 160	\$ 105	\$ 85	\$ 65	\$ 0.54	\$ 1.00		
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
Task										
P5T01- Bid Administration- LS										
Update Contract Docs and Plan Set for Bid	0.5	1	2	5	6			50	\$ 1,685	
Pre-Advertisement Coordination			1						\$ 160	
Advertisement for Bids				1					\$ 105	
Preparation/Distribution Packets			1	2	2				\$ 540	
Addenda and Clarifications			2	2					\$ 530	
Receive Bids, Bid Opening Mtg		1		1			15		\$ 293	
Evaluate Bids / Call Ref			1	2		3			\$ 565	
Recommendation/Award of Bid		1	1	3					\$ 655	
Management and Invoicing		0.5				0.5			\$ 123	
Subtotal Hours:	1	4	8	16	8	4	15	50	\$ 4,656	\$ 4,656
Subtotal Cost:	\$ 100	\$ 630	\$ 1,280	\$ 1,680	\$ 680	\$ 228	\$ 8	\$ 50	\$ 4,656	

P6T01- Construction Administration- LS										
Construction Contract	0.5	1		2					\$ 490	
Pre-Construction Conf Prep			1	2		2		20	\$ 520	
Pre-Construction Conference/ Site Visit			1	1			20		\$ 276	
Change Orders/Field Orders			1	1					\$ 265	
On-Site Meetings			1	1			15		\$ 273	
Review/Approve Submittals			1	3					\$ 475	
Evaluate Contractor Pay Requests (1)			1	2					\$ 370	
Coordinate/Attend Partial Payments (1)			1	1			15	15	\$ 288	
RFI Responses and Engineering Directives			1	2					\$ 370	
Coordinate/Attend Substantial Completion		1	5	2			15	15	\$ 1,213	
Final CO / Pay Request / Punch List		1		1					\$ 285	
Coordinate / Attend Final Walkthrough			1	2			15	15	\$ 393	
Management and Invoicing		0.5				0.5			\$ 123	
Subtotal Hours:	0.5	3.5	14	20	0	2.5	80	65	\$ 5,341	\$ 5,341
Subtotal Cost:	\$ 100	\$ 630	\$ 2,240	\$ 2,100	\$ -	\$ 163	\$ 43	\$ 65	\$ 5,341	

Total Cost of Construction Phase Services: \$ 9,996



February 23, 2017

#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

RE: TRANSMISSION WATERLINE IMPROVEMENT PROJECT, DOÑA ANA MDWCA
WTB 271

Dear Ms. Horton:

Enclosed please find the contract package for the additional construction administration based on the construction time changing from 100 days to 130 days in Addendum No. 1 of the bid administration phase. SMA will use our existing construction observation task which has over \$100,000 remaining on the time and materials budget and the existing closeout/record drawing budget. At this time, these two existing budgets are anticipated to be sufficient to complete the respective tasks. The cost and scope of work presented herein (construction administration) are consistent with that discussed with Ms. Jennifer J. Horton, Executive Director of Doña Ana Mutual Domestic Water Consumers Association (MDWCA) on February 21, 2017.

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

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

ATTACHMENTS

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

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 13th day of January 2015 by and between the Doña Ana Mutual Domestic Water Consumers Association the OWNER, and Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this 2nd day of March, 2017 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 \$7,311.00, 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 P6T01a- Construction Administration (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 02Mar17

OWNER: Doña Ana MDWCA
By _____
Type Name Mr. Jim Melton
Title President
Date 02Mar17

ATTEST:  _____
Type Name Lilla J. Reid, P.E.
Title Senior Design Manager
Date 23Feb17

ENGINEER: Souder, Miller & Associates
By  _____
Type Name Karl E. Tonander, P.G., P.E.
Title Senior Vice-President
Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011
Date 23Feb17

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 PROJECT
DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION
DOÑA ANA COUNTY, NEW MEXICO
FEBRUARY 23, 2017**

PROJECT DESCRIPTION

This scope of services is in response to the Transmission Waterline construction duration change from 100 days to 130 days and design changes to Doña Ana Road and Leasburg Drain crossing. The cost and scope of work presented herein are consistent with that discussions between Doña Ana Mutual Domestic Water Consumers Association ('Doña Ana MDWCA' or 'Owner') and Souder, Miller & Associates ('SMA') for the additional phase services. The scope of work was provided to SMA by Ms. Jennifer J. Horton, Executive Director.

P6T01a – CONSTRUCTION ADMINISTRATION

1. Respond to Requests for Information: SMA will respond to the contractor's Requests for Information (RFIs) in writing. SMA will create and maintain a log of all RFIs.
2. 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) construction observer.
3. Preparation of Contract Change Orders: SMA will recommend action on any proposed contract changes and will prepare any change orders required for the project.
4. Design Changes: SMA will provide updated design sheets for Doña Ana Road and Leasburg Drain Crossing.
5. Project Meetings: SMA will establish, coordinate and attend all project meetings during the duration of the project up one (1) meeting to once every two weeks and will provide minutes from meetings.

COMPENSATION

The budgets for this phase of the project will use a lump sum (fixed fee) billing method; hence, the invoice will not include an itemized breakdown of charges. However, invoices will be issued on a monthly basis reflecting the percentage complete to date.

Lump Sum Budget Summary		
Task	Description	Budget Requested
P6T01	Construction Administration	\$7,311.00
Total Engineering Services Cost (not including NMGRT)		\$7,311.00



Summary of Cost Proposal

Souder, Miller & Associates

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

Project Description: Transmisison Line Project
Project Number: 6325406
Owner: Doña Ana MDWCA
Date of Submittal: February 23, 2017
Tax Rate on Services: 8.3125%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
P6T01a- Construction Administration- LS	\$ 7,311.00	\$ 607.73	\$ 7,918.73
TOTALS	\$ 7,311.00	\$ 607.73	\$ 7,918.73

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: Transmission Waterline Project
Project Number: 6325406
Owner: Doña Ana MDWCA
Date of Submittal: February 23, 2017
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	Admin II	Mileage	Expenses	Total SMA	Total Task
Billing Rate per Unit	\$ 200	\$ 180	\$ 160	\$ 120	\$ 85	\$ 65	\$ 0.54	\$ 1.00		
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	\$	\$
Task										
P6T01a- Construction Administration- LS										
Change Orders/Field Orders		3	2	4					\$ 1,340	
Provide updated Sheets C122 and C125		1		1	3				\$ 555	
Above Leasburg Drain Crossing Design		1	2	4	8				\$ 1,660	
On-Site Meetings		3		3			15		\$ 908	
Evaluate Contractor Pay Requests (1)			2	6					\$ 1,040	
Coordinate/Attend Partial Payments (1)		2		2			15	15	\$ 623	
RFI Responses and Engineering Directives	1	1	2	2					\$ 940	
Management and Invoicing		1				1			\$ 245	
Subtotal Hours:	1	12	8	22	11	1	30	15	\$ 7,311	\$ 7,311
Subtotal Cost:	\$ 200	\$ 2,160	\$ 1,280	\$ 2,640	\$ 935	\$ 65	\$ 16	\$ 15	\$ 7,311	

Total Cost of Construction Phase Services: \$ 7,311