



**DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION**  
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## **STANDARD DEVELOPMENT AGREEMENT**

This development agreement executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Dona Ana Mutual Domestic Water Consumer Association (DAMDWCA) and \_\_\_\_\_ (DEVELOPER).

Developer has requested to expand and/or enhance the water and/or sewer system within the DAMDWCA service area to server a proposed new development known as:

\_\_\_\_\_

It is understood and agreed by the DEVELOPER and DAMDWCA that the purpose of this Agreement is ultimately to assure that the public utilities involved will be constructed in accordance with the approved plans, in a work like manner, utilizing accepted industry practices, and dedicated to DAMDWCA as fit for their intended use, free and clear of any liens or encumbrances.

### **TERMS AND CONDITIONS**

1. The DEVELOPER will construct the facilities in accordance with the approved design plans and in observance of DAMDWCA staff or their representatives.
2. The presence of DAMDWCA staff or their representatives during construction does not relieve the DEVELOPER from their responsibilities of adhering to the approved design plans and the standards set forth in the *DAMDWCA Development Manual*.
3. It is the responsibility of the DEVELOPER to coordinate construction activities with DAMDWCA and/or their representatives. An updated schedule is to be available at all times.
4. In the performance of the work, the DEVELOPER agrees to indemnify and hold harmless DAMDWCA, its staff and contractors, from all liability of any claim resulting from the DEVELOPER or any contractor or subcontractor related to the project described in this agreement executing of the work.
5. Any work within a public right-of-way must be coordinated in advance with those agencies and must adhere to requirements set forth in their respective utility permits and requirements.
6. The DEVELOPER warrants that he will enter into a construction contract for this work with a utility contractor who is experienced and properly licensed in performing this type of construction. The DEVELOPER's contractor and any subcontractor doing work under this agreement shall execute a Hold Harmless Agreement, attached as Exhibit X, which shall become part of this Development Agreement.
7. The Owner agrees to integrate this Development Agreement into their construction contract and requires expressly in the construction contract that the contractor will be bound to comply with the provisions hereof. The Owner and his contractor confirm that

they are familiar with, and will fully comply with the additional insurance and other requirements set forth on Exhibit X, which is attached hereto and made a part of this Agreement for all purposes. DAMDWCA shall be provided with a copy of the Insurance Certificate evidencing coverage for the full term of the project and shall be named as an additional insured on the Owner's General Liability and Automobile Liability policies.

8. The DEVELOPER has engaged the following Contractor and Subcontractors for this work:

General Contractor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Utility Subcontractor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Utility Subcontractor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

DAMDWCA must be notified in writing of any changes to the contractor's named in this agreement.

9. DEVELOPER represents and warrants that all work was performed in a good and workmanlike manner, in accordance with the approved plans, or as otherwise provided in this Agreement. This warranty shall remain in full force and effect for a period of one year from and after the date of Certification and Acceptance by DAMDWCA of all the facilities or work shown on the plans under this Development Agreement. The Owner further agrees to be fully responsible for the repair and maintenance of the improvements for a period of one year from the date of acceptance by DAMDWCA.
10. The Owner will not allow any liens to be threatened or filed against the utility work completed or property which is the subject of this Agreement.
11. Thirty (30) days prior to the expiration of the one-year warranty period, DEVELOPER agrees to an inspection of the facilities or improvements by DAMDWCA or a representative. Any work associated with this agreement that is not functioning for its intended purpose must be corrected by the DEVELOPER and at their sole expense.
12. The DEVELOPER shall post an acceptable Performance Bond with DAMDWCA in accordance with the State of New Mexico's Little Miller Act (13-4-18 to 13-4-20 NMSA 1978) to ensure completion and warranty of the improvements as well as labor and material payments. The bond must be executed by a corporate surety licensed to do business in New Mexico.
13. The DEVELOPER and Surety's obligation to correct any defective workmanship and materials under the bond shall remain in effect for the full one-year warranty period set forth herein.
14. The DEVELOPER agrees to promptly execute their rights and remedies under this bond and, at the option of DAMDWCA, to assign to DAMDWCA all rights and remedies under this bond upon the issuance of the Letter of Final Acceptance or to include DAMDWCA as a beneficiary on the Bond.
15. In the event DEVELOPER fails to comply with the provisions hereof, DAMDWA may take such actions to which it may be entitled by law or equity, including, but not limited to

stopping the work, seeking specific performance of this Agreement, or suing for damages.

16. The DEVELOPER represents that it currently holds title or has presented evidence that it has entered a contract to purchase and obtain title, to the property in the same way it signs this Agreement. The terms and provisions thereof shall be binding upon, and to vest (inure) to the benefit of, the parties hereto and their successors, assigns, heirs and personal representatives.
17. The DEVELOPER shall not assign any interest in this Agreement (whether by assignment or novation) without the prior written consent of DAMDWCA.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED AGENT)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PRINT NAME OF AUTHORIZED AGENT)

\_\_\_\_\_  
(TITLE)

### **Dona Ana Mutual Domestic Water Consumer Association**

\_\_\_\_\_  
(SIGNATURE OF EXECUTIVE DIRECTOR)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PRINT NAME OF EXECUTIVE DIRECTOR)