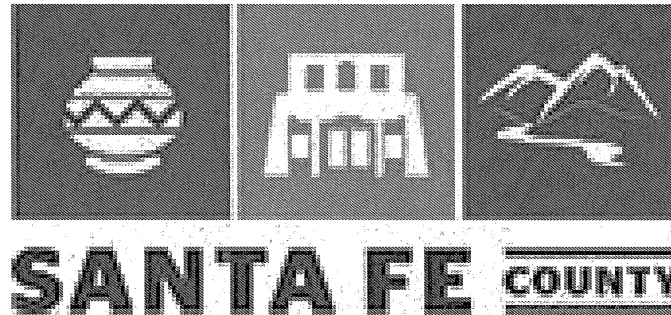


**AGREEMENT BETWEEN SANTA FE COUNTY AND  
SOUDER, MILLER & ASSOCIATES, INC.  
FOR ENGINEERING SERVICES**

**PROJECT: Chupadero Water System and Road Improvements  
AGREEMENT NO.: 2026-0019-PW/TJ**

**PROJECT LOCATION: 444 NM-592 Santa Fe, NM 87506**



**SANTA FE COUNTY  
PURCHASING DIVISION  
Part A of Two Parts**

**THIS AGREEMENT** is made the 31<sup>st</sup> day of March, 2026, between SANTA FE COUNTY (the "County"), a political subdivision of the state of New Mexico, and SOUDER, MILLER & ASSOCIATES, INC., a corporation licensed to do business in the State of New Mexico ("Engineer").

The County:

Gregory S. Shaffer  
Santa Fe County Manager  
102 Grant Avenue  
PO Box 276  
Santa Fe, New Mexico 87504-0276  
TELEPHONE: 505-986-6200

The Engineer:

Jim Chiasson, P.E., Senior Vice President  
Water Resources Tech Sector Director  
Souder, Miller & Associates, Inc.  
2904 Rodeo Park Dr. E, Bldg. 100  
Santa Fe, New Mexico 87505  
TELEPHONE: 505-473-9211  
EMAIL: [jim.chiasson@soudermiller.com](mailto:jim.chiasson@soudermiller.com)

## RECITALS

**WHEREAS**, the County requires the services of a professional licensed engineer to provide design services for the Chupadero Water System and Roadwork Improvement project; and

**WHEREAS**, in accordance with NMSA 1978, Section 13-1-112, and the Santa Fe County Purchasing Regulations and Policy Manual, the County issued Request for Proposal No. 2026-0019-PW/TJ to procure the engineering services; and

**WHEREAS**, based upon the evaluation criteria stated in the RFP for the purpose of determining the most qualified offeror, the County has determined that the Engineer is the most responsive and highest rated offeror; and

**WHEREAS**, the County requires the services of the Engineer, and the Engineer is willing to provide these services and both parties wish to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual obligations herein, the parties agree as follows:

### 1. BACKGROUND and PROJECT DESCRIPTION

The Santa Fe County Public Works Department, Utilities Division, is in the process of acquiring ownership and full operation of the Chupadero Mutual Domestic Water Consumers Association. The goals of this project are to correct system deficiencies and bring the system equipment in-line with County equipment prior to transfer of the system to the County, and to identify and design the long-term system improvements necessary to ensure the system can achieve and maintain regulatory compliance and deliver a safe and reliable supply. The County anticipates a two-phased approach for the design and implementation of the system improvements.

The upgrade to the Chupadero water system will be designed and engineered based on the attached Preliminary Engineering Report (PER) prepared by Martin & Martin, Inc. utilizing the recommended alternative in section six of the PER

The Engineer will be responsible for all aspects of project development necessary to complete the project. The Engineer will have full latitude and complete responsibility for developing this project from PER to completion of construction.

### 2. ENGINEER'S SERVICES

A. Provide engineering design services for the following items which will be bid in a single contract for installation:

- 1) Evaluate the water storage location versus alternative site for a total of 60,000 gallons of water storage capacity, this will include evaluation of rehabilitation of the existing water storage tank and adding 40,000 gallons or a new 60,000 gallon and demolition of the 20,000-gallon tank. Design

the new tank at the selected site to include service access, security fencing, and the installation of a new disinfection system located in the tank site. Subservice geotechnical investigation with associated laboratory testing to include soil borings to determine subsurface profiles, relative strengths, compressibility and other characteristics of the surface layer(s).

- 2) Conduct cleanup of the existing tank site and identify and design a new tank site location as needed.
- 3) Design a new 3" HDPE dedicated fill pipe from well #5 to the new water storage system. Design a new 8" HDPE distribution waterline for stored water transmission and distribution. Distribution laterals from the 8" water main will be 3" diameter HDPE pipes.
- 4) Design a new 8" PRV station with a 4" PRV bypass to replace the existing 3" PRV station,
- 5) New fire hydrants will be placed along the 8" water main and new flushing hydrants at the ends of the distribution main and /or laterals.
- 6) New isolation valves at strategic points within the system to ensure that leaks/repairs can be appropriately isolated with minimal water loss from the system. At least three additional 3" isolation valves are anticipated to be needed.
- 7) Design SCADA/ telemetry system to support monitoring, operational data collection, and remote control for new and existing water infrastructure.
- 8) Prepare comprehensive as-built documentation of the existing water system, including Subsurface Utility Engineering (SUE) to identify and verify existing utility locations.
- 9) Provide land surveying services to identify existing and proposed utility easements and perform plat research as required for property and right-of-way needs. Survey services for mapping, construction layout and/or to determine project and surrounding area boundaries.
- 10) Design a new road complete with curb, gutter and drainage system. The new road will replace the existing road in segments such that the residents maintain access to their properties. Slope modifications and/or retention may be required in some locations as well as barriers.

B. Participate in public outreach meeting as requested by the County. Three meetings are estimated to be necessary.

C. Identify and complete all local, state or federal permitting requirements

D. Provide construction documents for bidding and constructing improvements.

E. The details of the Engineer's Services including Assumptions and Deliverables are more fully described in the Engineer's proposal dated February 20, 2026 (see Attachment A).

### **3. COMPENSATION, INVOICING, AND SET-OFF**

A. The Engineer will be compensated as follows:

- 1) The County will pay the Engineer in full payment for Services satisfactorily performed and all costs and expenses will be in accordance with Exhibit A (Compensation and Schedule).
  - 2) The total amount payable to the Engineer under this Agreement will not exceed **\$886,933.78**, *exclusive* of NM GRT. Any NM GRT levied on the amount payable under this Agreement will be paid by the County to the Engineer.
  - 3) This amount is a maximum and not a guarantee that the Services to be performed by Engineer will equal the amount stated above. The parties do not intend for the Engineer to continue to perform Services without compensation when the total compensation amount is reached. The County will notify the Engineer when the Services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.
- B. The Engineer will submit a written request for payment when payment is due under this Agreement (see Exhibit B, Pay Request form). Upon the County's receipt of the written request the County must issue a written certification of complete or partial acceptance or rejection of the Services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment unless and until the County has issued a written certification accepting the Services. Within 30 days of the issuance of a written certification accepting the Services, the County will tender payment for accepted Services. In the event the County fails to tender payment within 30 days of the written certification accepting Services the County will pay late payment charges of 1.5% per month until the amount due is paid in full.
- C. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under the Agreement will not foreclose the right of the County to recover excessive or illegal payment.

#### **4. ENGINEER'S BASIC SERVICES**

The Engineer will provide the following Basic Services:

- A. Preliminary Design, Study and Report Phase – Refer to Scope of Services for full breakdown of tasks.
  - 1) Convene a meeting with the County and other interested parties to review the project site. Advise the County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.
  - 2) Develop and complete the hydraulic analysis and report for review with County.

- 3) Drainage plan to determine the amount of runoff/drainage impacting the project area and make recommendations accordingly.
- 4) Storm water management to provide viable flood control, runoff and drainage conveyance options and recommendations for surface handling plan(s).
- 5) Upon approval of the preliminary reports by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within 285 days of authorization to proceed and review with the County.
- 6) Environmental review and a cultural resource study, to include preparation of documentation regarding the mandatory evaluation of physical, social, and economic impacts of the project area to ensure compliance with environmental laws and authorities and as required obtain environmental clearance(s) from governmental agencies.
- 7) From the Approved Scope of Work, the Engineer will produce a set of preliminary construction drawings and other documents necessary to illustrate the planning concepts and preliminary alternatives, engineering systems for the water system improvements and roadway and drainage design. The Engineer will provide a breakdown of the estimated quantities for the project, with an accompanying Engineer's Estimate of Probable Construction Cost. The Engineer will submit and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
- 8) Submit the preliminary design documents to the appropriate reviewing governmental agencies.
- 9) The Engineer will obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing the Final Design Phase.

B. Final Design Phase - Refer to Scope of Services for full breakdown of tasks.

Upon approval of Preliminary Design Phase documents by the County, the Engineer will:

- 1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate incorporating comments received from the County and Agencies during the Preliminary Design Review.
- 2) Prepare a statement that identifies the need for additional data, surveys, or tests.
- 3) Submit to the County for review and approval, a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and scope of work to accomplished are incompatible, the County must be notified immediately in writing with proposed recommendations to reconcile the incompatibility.

- 4) Convene a meeting with the County to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
- 5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
- 6) Deliver signed/sealed construction drawings and bid documents for submittal for construction.
- 7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
- 8) Provide County with three full size and three half size sets of the 100% construction plan, electronic copy of the project Specifications and cost estimate. PDF copies of the construction drawings will be provided to the County upon request. AutoCAD Civil 3d files may be provided, if requested by the County.
  - a. The electronic files are instruments of services prepared by Souder, Miller & Associates, Inc. (SMA) solely for the benefit of the original Owner/Client and exclusively for this Project; any use for other purposes without SMA's written authorization is at the sole risk of the recipient, as the files may differ from official signed documents, are provided for convenience only without guarantee of accuracy, completeness, or compatibility, and SMA assumes no liability for errors in electronic transfer or for any damages resulting from the use, modification, or alteration of the electronic files by the recipient or others.

## **5. REIMBURSABLES**

- A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the project. Reimbursable expenses will be accordance with the agreed upon compensation as identified in Exhibit A (Compensation and Schedule).
- B. Reimbursable expenses will be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

## **6. ADDITIONAL SERVICES**

- A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services will be negotiated, if requested by the County and when authorized in advance in writing by the County and be paid for by the County.


B. Additional Services may include without limitation, the following.

- 1) Traffic study that may include volume, movement counts, accident crash data, pedestrian traffic, and parking, sidewalk and walk/bike trail considerations.
- 2) Feasibility study to evaluate and analyze the potential of the project to support recommendations for project implementation.
- 3) Market analysis to determine, develop and recommend conceptual options for future use of the project site.

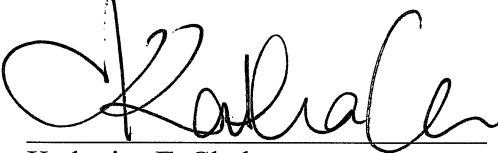
**7. EXHIBITS and ATTACHMENTS**

Attachment A	Engineer’s proposal dated February 20, 2026
Exhibit A	Compensation and Schedule
Exhibit B	Pay Request
Exhibit C	Amendment for Basic Services
Exhibit D	Amendment for Additional Services
Exhibit E	Amendment for Consultant Services
Exhibit F	Consultant List

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of last signature by the parties.

**SANTA FE COUNTY**  
  
 \_\_\_\_\_  
 Justin S. Greene, Chair  
 Santa Fe Board of County Commissioners

**ATTESTATION:**

  
 \_\_\_\_\_  
 Katharine E. Clark  
 Santa Fe County Clerk

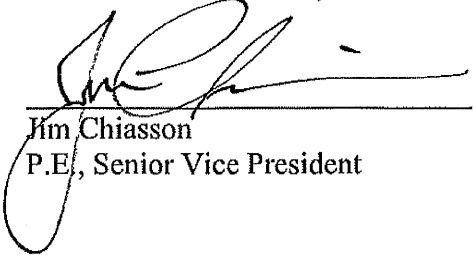
03/31/2026  
 Date

Approved as to form:

Roberta D. Joe for W.B.  
 Walker Boyd  
 Santa Fe County Attorney

3/11/2026  
 Date

ENGINEER – Souder, Miller & Associates, Inc.



\_\_\_\_\_  
Jim Chiasson  
P.E., Senior Vice President

3/11/2026  
Date



**SANTA FE COUNTY  
PURCHASING DIVISION**

**GENERAL TERMS AND CONDITIONS OF THE  
AGREEMENT BETWEEN SANTA FE COUNTY and  
SOUDER, MILLER & ASSOCIATES, INC.**

Part B of the Agreement

**1. SCOPE OF SERVICES**

Engineer will provide the Services set forth in Part A, Section 2 (Scope of Services) of this Agreement and as provided in Attachment A.

**2. EFFECTIVE DATE AND TERM**

This Agreement will become effective as of the date of last signature by the parties and will terminate after project completion, but in no event will the term exceed four years total, unless the project is completed within four years, or the term of this Agreement is earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

**3. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Sections 2 (Scope of Services) and 4 (Basic Services) will be completed in full, to the satisfaction of the County, for the amount set forth in Section 3 (Compensation, Invoicing, and Set-Off) of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may request changes in the Scope of Services to be performed. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the County and the Engineer, must be incorporated in a written amendment signed by the parties.

#### **4. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon any material breach of this Agreement by the other party. The non-breaching party must give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party has the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised then non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Engineer written notice of termination. The notice must specify the effective date of termination, which will not be less than 15 days from the Engineer's receipt of the notice. The County will pay the Engineer for acceptable services, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but will not be liable for any work or services performed after the effective date of termination.

#### **5. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement will terminate upon written notice by the County to the Engineer. Such termination will be without penalty to the County, and the County will not be obligated to reimburse the Engineer for expenditures made in the performance of this Agreement after the date of termination. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement will be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

#### **6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND DELEGATION**

A. Independent Contractor. The parties agree that the Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this

Agreement, the Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

B. Subcontracting. The Engineer must not subcontract or delegate any portion of the Services to without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval will be void.

C. Personnel. All Services will be performed by the Engineer or under its supervision. The Engineer represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) will not be employees of or have any contractual relationships with the County and (ii) will be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work or services.

## **7. ASSIGNMENT**

The Engineer will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without County's advance written approval will be void.

## **8. RELEASE**

Upon its receipt of all payments due under this Agreement, the Engineer releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

## **9. CONFIDENTIALITY**

Any confidential information provided to or developed by the Engineer in the performance of this Agreement must be kept confidential and not be made available to any individual or organization by the Engineer without prior approval from the County.

## **10. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement. To the extent any material is copyrightable, the County will own such copyright.

## **11. CONFLICT OF INTEREST**

Engineer represents that it has no and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but only by an instrument in writing signed by the parties. The Engineer specifically acknowledges and agrees that County will not be responsible for any changes to Section 1 (Scope of Services), unless such changes are set forth in a duly executed written amendment.

**13. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements and understandings between the parties concerning the subject matter, and all such agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents is valid or enforceable unless embodied in this Agreement.

**14. EXHIBITS AND ATTACHMENTS; INCORPORATION BY REFERENCE**

All exhibits, attachments, riders, and addenda referred to in this Agreement are incorporated into this Agreement by reference and made a part of as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

**15. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Section 13-1-28, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes provide for penalties for bribes, gratuities, and kickbacks.

**16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. Engineer agrees to abide by all federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Engineer specifically agrees not to discriminate against any person with regard to employment with Engineer or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. Engineer acknowledges and agrees that failure to comply with this Section will constitute a material breach of this Agreement.

**17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations, the Engineer will comply with all applicable laws, ordinances, and regulations.

B. This Agreement will be construed in accordance with the substantive laws of the State of New Mexico without regard to its choice of law rules.

## **18. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) the Engineer's performance of the Services under this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer agrees to: (i) maintain such books and records for a period of three years from the date of final payment under the Agreement, (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice, and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) the performance of Services under this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer also agrees to require any subcontractor the Engineer may hire to perform services under this Agreement to: (i) maintain such books and records for a period of three years from the date of final payment under the subcontract, (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice, and (iii) to keep such books and records in with accordance with GAAP.

## **19. INDEMNIFICATION**

A. The Engineer shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Engineer's performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Engineer's obligations under this indemnification section will not be limited by the terms of the insurance policy the Engineer is required to maintain under this Agreement.

## **20. SEVERABILITY**

If any term or condition of the Agreement is held invalid or non-enforceable by a court, the remainder of the Agreement will not be affected and will continue to be valid and enforceable.

## **21. NOTICES**

Any notice required to be given to either party by the Agreement must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County, Public Works Department  
Attn: Ira Roybal, Project Manager III  
424 NM 599 Frontage Road  
Santa Fe, New Mexico 87507  
E-mail: [igroybal@santafecountynm.gov](mailto:igroybal@santafecountynm.gov)

To the Engineer: Souder, Miller & Associates, Inc.  
Attn: Jim, Chiasson, P.E., Senior Vice President  
Water Resources Tech Sector Director  
2904 Rodeo Park Drive East, Bldg. 100  
Santa Fe, New Mexico 87505  
E-mail: [jim.chiasson@soudermiller.com](mailto:jim.chiasson@soudermiller.com)

**22. ENGINEER’S REPRESENTATIONS AND WARRANTIES**

- A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.
- B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement will constitute a binding obligation of the Engineer.
- C. This Agreement and the Engineer’s obligations do not conflict with Engineer’s articles of incorporation or by-laws or any corporate resolution adopted by Engineer and filed with the New Mexico Secretary of State.

**23. LIMITATION OF LIABILITY**

County’s liability to Engineer for any breach of this Agreement by County will be limited to direct damages and will not exceed the maximum amount of compensation specified in Section 3 (Compensation and Invoicing). In no event will the County be liable to Engineer for special or consequential damages, even if County was advised of the possibility of such damages prior to entering into this Agreement.

**24. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party to this Agreement.

**25. INSURANCE**

- A. General Conditions. Engineer will submit evidence of insurance as is required below. Policies of insurance must be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. Engineer will maintain during the term of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance will include coverage for all operations performed for the County by the Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be named as additional insured on the policy.

C. Workers' Compensation Insurance. Engineer will comply with the provisions of the Workers' Compensation Act.

D. Malpractice/Errors and Omissions Insurance. Engineer must maintain during the term of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, NMSA 1978, Section 41-4-1, as amended, the Engineer will increase the maximum limits of any insurance required herein.

## **26. PERMITS, FEES, AND LICENSES**

Engineer will procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the performance of its obligations under this Agreement.

## **27. FAX OR ELECTRONIC SIGNATURE**

A fax or electronic signature has the same force and effect as an original for all purposes.

## **28. NEW MEXICO TORT CLAIMS ACT**

No provision of the Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

## **29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Engineer agrees to complete and submit a Campaign Contribution Disclosure form approved by the County.

## **30. SURVIVAL**

The provisions of following paragraphs will survive termination of this Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE

WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES;  
SURVIVAL.

**EXHIBIT A**

**COMPENSATION AND SCHEDULE**

Project Name: Chupadero Water Systems and Road Improvements  
 Project Number: 2026-0019-PW  
 Project Location: 444 NM-592, Santa Fe, NM 87506

<b>BASIC SERVICES</b>			<b>Date to be completed</b>
Project Management	6.87%	\$60,971.60	390 calendar days
Preliminary Design Phase Services	70.71%	\$627,194.18	285 calendar days
Final Design Phase Services	22.41%	\$198,768.00	105 calendar days
<hr/>			
Total Basic Services Amount	100%	\$886,933.78	
<hr/>			
<b>REIMBURSABLES</b>			
LIST		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Reimbursable Amount (Not to exceed)			
<hr/>			
<b>ADDITIONAL SERVICES</b>			
LIST SERVICES		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Additional Services Amount		\$0.00	
<hr/>			
<b>CONSULTANT SERVICES</b>			
LIST SERVICES		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Consultant Services Amount		\$0.00	
<hr/>			
<b>TOTAL SERVICES AMOUNT</b>		<b>\$886,933.78</b>	

**EXHIBIT B**

**ENGINEER’S PAY REQUEST FORM**

**Engineer:** \_\_\_\_\_ **Pay Request Statement No.** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Project Number:** \_\_\_\_\_  
**Project Name:** \_\_\_\_\_ **Project Location:** \_\_\_\_\_

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Project Management	\$	%	\$	\$	\$	
Preliminary Design Phase Services	\$	%	\$	\$	\$	
Final Design Phase Services	\$	%	\$	\$	\$	
<b>Subtotal</b>	\$	%	\$	\$	\$	
<b>Subtotal</b>						
<b>CONTRACT CHANGES</b>						
<b>REIMBURSABLE *</b>						
Type of Services	\$	%	\$	\$	\$	
Type of Services	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
<b>Subtotal</b>	\$	%	\$	\$	\$	
<b>ADDITIONAL SERVICES **</b>						
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
<b>Subtotal</b>	\$	%	\$	\$	\$	
<b>Total</b>	\$	%	\$	\$	\$	

**EXHIBIT C**

**AMENDMENT TO AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
SOUDER, MILLER & ASSOCIATES, INC.  
FOR PROFESSIONAL ENGINEERING BASIC SERVICES**

In accordance with Part A Paragraph 4 Engineer’s BASIC SERVICES and Part B. Paragraph 1, SCOPE OF WORK, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Basic Services (scope of work and maximum compensation).

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

LIST SERVICES:

- 1.
- 2.
- 3.
- 4.
- 5.

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**Justification for Basic Services (Required):**

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Basic Services Compensation Amount	\$0.00
Reimbursable Amount (If Applicable)	\$0.00
Additional Services Amount	\$0.00
Consultation Services Amount (If Applicable)	\$0.00

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**Total** **\$0.00**

**SIGNATURE PAGE**

**SANTA FE COUNTY**

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

Date: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Walker Boyd  
Santa Fe County Attorney

Date: \_\_\_\_\_

**Engineer – Souder, Miller & Associates, Inc.**

\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

**AMENDMENT TO AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
SOUDER, MILLER & ASSOCIATES, INC.  
FOR PROFESSIONAL ENGINEERING ADDITIONAL SERVICES**

In accordance with Part A Paragraph 6 Engineer’s ADDITIONAL SERVICES and Part B. Paragraph 1, SCOPE OF WORK, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Additional Services (scope of work and maximum compensation).

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

LIST SERVICES:

- 1.
- 2.
- 3.
- 4.
- 5.

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**Justification for Basic Services (Required):**

---

Basic Services Compensation Amount	\$0.00
Reimbursable Amount (If Applicable)	\$0.00
Additional Services Amount	\$0.00
Consultation Services Amount (If Applicable)	\$0.00

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**Total** **\$0.00**

**SIGNATURE PAGE**

**SANTA FE COUNTY**

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

Date: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Walker Boyd  
Santa Fe County Attorney

Date: \_\_\_\_\_

**ENGINEER – Souder, Miller & Associates, Inc.**

\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**

**AMENDMENT TO AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
SOUDER, MILLER & ASSOCIATES, INC.  
FOR CONSULTANT ADDITIONAL SERVICES**

In accordance with Part B Paragraph 3 Engineer’s ADDITIONAL SERVICES, where applicable, to the Agreement between the County and Engineer, the Consultant is authorized to provide the following Additional Services (scope of work and maximum compensation).

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

LIST SERVICES:

- 1.
- 2.
- 3.
- 4.
- 5.

---

**Justification for Basic Services (Required):**

---

Basic Services Compensation Amount	\$0.00
Reimbursable Amount (If Applicable)	\$0.00
Additional Services Amount	\$0.00
Consultation Services Amount (If Applicable)	\$0.00

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**Total** **\$0.00**

**SIGNATURE PAGE**

**SANTA FE COUNTY**

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

Date: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Walker Boyd  
Santa Fe County Attorney

Date: \_\_\_\_\_

**ENGINEER – Souder, Miller & Associates, Inc.**

\_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT F**

**LISTING OF CONSULTANTS AND SUBCONTRACTORS**

PROJECT NAME: Chupadero Water Sys and Road Improvs PROJECT NO: 2026-0019-PW

<p><b><i>CIVIL:</i></b>                  Company Name:                  Consultant Name:                  Address:                   Ph. No.:                  Fax No.:                  E-mail:</p>	<p><b><i>ELECTRICAL</i></b>                  Company Name: The Response Group, Inc.                  Consultant Name: Thomas Ruehle, PE                  Address: 6705 Academy Rd. Suite B                  Albuquerque, NM 87109                   Ph. No.: 505-323-6143                  Fax No.:                  E-mail: tomruehle@trg-inc.net</p>
<p><b><i>LANDSCAPING</i></b>                  Company Name:                  Consultant Name:                  Address:                   Ph. No.:                  Fax No.:                  E-mail:</p>	<p><b><i>ESTIMATING</i></b>                  Company Name:                  Consultant Name:                  Address:                   Ph. No.:                  Fax No.:                  E-mail:</p>
<p><b><i>STRUCTURAL</i></b>                  Company Name:                  Consultant Name:                  Address:                   Ph. No.:                  Fax No.:                  E-mail:</p>	<p><b><i>OTHER – GEOTECHNICAL SERVICES</i></b>                  Company Name: Inberg-Miller Engineers, Inc.                  Consultant Name: Douglas B. Rigby                  Address: 5454 Venice Ave. NE, Suite D                  Albuquerque, NM 87113                   Ph. No.:702-677-7265                  Fax No.:                  E-mail: drigby@inberg-miller.com</p>
<p><b><i>MECHANICAL</i></b>                  Company Name:                  Consultant Name:                  Address:                   Ph. No.:                  Fax No.:                  E-mail:</p>	<p><b><i>OTHER – SUBSURFACE UTILITY ENGINEERING</i></b>                  Company Name: Cobb Fendley                  Consultant Name: Freddie Jaramillo                  Address: 3820 Academy Parkway North NE                  Albuquerque, NM 87109                   Ph. No.: 505-508-0786                  Fax No.:                  E-mail: fjaramillo@cobbhendley.com</p>

## ATTACHMENT A



Souder, Miller & Associates ♦ 5454 Venice Avenue NE, Suite D ♦ Albuquerque, NM 87113  
(505) 299-0942 ♦ fax (505) 293-3430

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February 20, 2026

#6234819/2026-019-PW

Mr. Ira Roybal  
Santa Fe County – Public Works Department  
424 NM 599 Frontage Road  
Santa Fe, NM 87507  
igroybal@santafecountynm.gov

**RE: Scope of Services and Fee for the Chupadero Water System and Roadway Improvements Project**

Dear Mr. Roybal and Members of the Review Committee:

It is our pleasure to submit the attached revised Scope of Services and Fee for the Chupadero Water System and Roadway Improvements Project. This scope of services includes only design phase services for new distribution and transmission waterlines, evaluation of tank alternatives, and design of new water storage tank with a disinfection facility, and all necessary appurtenances. This scope of services also includes the design of roadway and drainage improvements to incorporate curb and gutter along Camino de Chupadero and archaeological investigation and environmental assessment. These services are considered Basic Services.

SMA has assembled a team of professionals in order to provide the highest quality services and technical diversity to the County. SMA will utilize the services of Inberg-Miller Engineers (IME) for geotechnical engineering, The Response Group, Inc. (TRG) for electrical engineering and systems control, and Cobb Fendley for SUE. Our firms have worked together on many similar past water system improvement projects. Our proposed project team is prepared to move forward immediately when given notice to proceed.

On behalf of the entire SMA project team, we look forward to beginning work on this project. If you have any questions about this scope of services and fee, or would like to meet at your convenience to discuss this project, please feel free to contact me at the phone number or email address provided below.

Sincerely,

SOUDER, MILLER & ASSOCIATES, INC.

Keaton Chancellor, P.E.  
Senior Engineer/WRTS Manager  
575.420.3872  
keaton.chancellor@soudermiller.com

Jim Chiasson, P.E.  
Senior Vice President / Water Resources Tech Sector Director  
505.401.6699  
jim.chiasson@soudermiller.com

## Scope of Services

### *Project Description*

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design Phase Services to Santa Fe County (Owner) for the installation of approximately 6,700 linear feet (LF) of 8" distribution waterline, 4,060 LF of 3" distribution waterline, and 7,000 LF of 3" dedicated transmission line in a common trench with the 8" distribution line, the installation of a new water storage tank with a disinfection facility based on the Preliminary Engineering Report completed by Martin, Martin Consulting Engineers entitled "*Preliminary Engineering Report – Water System Improvements Chupadero Water – Sewage Corporation Santa Fe County, New Mexico*" dated August 2025. This scope of services includes the design of roadway and drainage improvements along Camino de Chupadero, including curb and gutter. SMA proposes to complete the following scope of work.

### *Project Management*

1. **Project Management Plan (PMP) Preparation:** SMA will prepare a PMP to outline and document the following to ensure the entire project team has information necessary for a successful project:
  - a. Project team roles and responsibilities
  - b. SMA role in the project
  - c. Subconsultants for the project
  - d. Critical issues for the project
  - e. Project scope, budget and schedule including identification of critical path items
  - f. Change management and mitigation
  - g. QAQC Plan
  - h. Risk identification and safety plan

The PMP is intended to be a living document and the PM will update the PMP throughout the project as necessary.

2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.
3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, attend monthly progress meeting with the Owner, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of thirteen (13) months.
4. **Public Involvement:** Three (3) public outreach meetings will be held to inform the resident stakeholders about the project's progress and impacts. Public involvement meetings will be hosted by the County and led by the Engineer. The Engineer will provide presentation exhibits and notification banners to be displayed on-site approximately 2 weeks before the meetings are scheduled. SMA assumes the Owner will be responsible for newspaper ads and venue procurement.

### ***Preliminary Design Phase Services***

5. **Property/Easement Research:** SMA will research New Mexico Department of Transportation and County Right-of-Way Maps, and will research County plat records for adjacent properties and for existing easements shown on plats that may be applicable to the project. Included are the copying and related costs charged by the County for this research. SMA has not included a title search or warranty deed/easement research in this scope of services.
6. **New Mexico Department of Transportation (NMDOT) Environmental Clearance:** SMA will prepare and submit an NMDOT Environmental Clearance letter to the NMDOT Environmental Design Division to determine whether any environmental clearance will be required to secure the NMDOT permit.
7. **Subsurface Utility Engineering:** SMA will subconsult with a licensed Subsurface Utility Engineering Firm complete Level D through Level A utility exploration to identify the utility locations within the project extents, including “Level D” records research, “Level C” surface visible feature surveys, “Level B” Designating 2d position of utilities, and “Level A” locating and potholing providing X,Y, and Z coordinates of the utilities. The fee also includes completing 10 potholes along Camino de Chupadero. Refer to Part B of the Scope of Services for the full scope of services.
8. **Topographical Survey:** SMA will perform a topographical survey of the project area. This survey will identify the approximate locations of property boundaries and easements based on occupation lines, but will not include a boundary survey of these properties. The survey will collect utility markings from the 811 design locate.
9. **Meeting to Discuss Results of Easement Research:** SMA will hold one meeting with Owner to discuss the results of the easement research. SMA will identify any existing easements that are applicable to the proposed project and identify areas where new easements will be required. Alternative alignments will also be discussed if the existing easements are not adequate to complete the proposed work.
10. **Basis of Design Memorandum:** SMA will prepare a Basis of Design Memorandum (memo) to supplement the Preliminary Engineering Report entitled “*Preliminary Engineering Report – Water System Improvements Chupadero Water – Sewage Corporation Santa Fe County, New Mexico*” dated August 2025. The Basis of Design Memo will be intended to be a guiding document to compare the cost of rehabilitation of the existing water storage tank and construction of a new 40,000-gallon water storage tank vs the demolition of the existing water storage tank to installation of a new 60,000-gallon water storage tank at the existing tank site. This basis of design memorandum also evaluate the cost comparison of a 60,000-gallon welded steel vs prestressed concrete tank, as requested by the Owner. The Basis of Design will include development and preparation of a steady-state hydraulic model utilizing Bentley WaterCAD to evaluate 1) pressures under Average Daily Demand (ADD) & Peak Hour Demand (PHD/design flow) and 2) Available Fire Flow under Max Daily Demand (MDD).
11. **Geotechnical Investigation:** SMA will subconsult with a licensed testing laboratory to complete a geotechnical investigation of the project area. The investigation will be intended to determine the suitability of the native material for bedding and backfill as well as to determine if there are any constructability concerns such as rock excavation or shallow groundwater table. The report will also make structural foundation recommendations for the design of the road, as well as the structural

## Exhibit A

### Preliminary and Final Design Phase Services

#### Scope of Services

foundation recommendations for the new water storage tank, including the maximum cut and fill slopes for native and imported materials. Refer to Part C for the detailed scope of services.

12. **Archaeological Investigation:** SMA will conduct archaeological surveys for areas along the proposed alignments and will include the required documentation and re-documentation, as well as the assessment of previously recorded archaeological sites, to include collection of GPS data, in-field mapping, and photography. A report of findings, including evaluation of the resources documented, nation register eligibility, potential effect, and management will be written. The report will be in accordance with state and federal standard. The project will be registered in the NMCRIS database. SMA will work to design the waterline alignment, roadway, and tank site such that it mitigates effects to archeological sites. Refer to Part D for the full archaeological scope of services.
13. **Environmental Assessment:** SMA will completed an Environmental Assessment (EA) to include a complete project review and kick-off meeting with the Santa Fe County and EPA representatives, then prepare an EA comprising 4 steps: preliminary EA report, draft EA, draft EA for public comment, and final EA. Refer to Part D for the full Environmental Assessment scope of services.
14. **Design Water Storage tank:** SMA will prepare the pre-final design for a 40,000-gallon or 60,000-gallon welded steel water storage tank, as recommended in the Basis of Design Memorandum and associated piping. SMA will prepare a grading and drainage plan for the tank site, which will account for on-site and off-site drainage. SMA will utilize industry standard details and develop details for the water storage tank appurtenances. The tank and tank foundation will be designed by the tank installer, with requirements outlined in the SMA tank specification, and details to be submitted for engineer review prior to construction. If needed, SMA will design the rehabilitation efforts for the existing water storage tank, as recommended in the inspection report. SMA did not include the cost of additional inspections, and will need to negotiate the cost if conditions have significantly worsened since 2018 of the last tank inspection.
15. **Design of Waterline Plan:** SMA will prepare a pre-final horizontal alignment design for the waterline(s) incorporating the data from the as-built research, the utility coordination and the property and easement research.
16. **Design of Waterline Profile:** SMA will prepare the pre-final design of the profile for the waterline(s). This profile will take into account the known underground utilities and will account for depth of bury if that information was relayed by the utility companies and attempt to minimize high points in the waterline.
17. **Design Water Connections:** SMA will prepare the pre-final design of the connections to the proposed waterline(s). SMA will design the connections to the existing system and any branch lines. Design of service line connections will not be included in this task because this work is covered by in the standard details, and the location of the service lines will be field coordinated by the construction observer during construction.
18. **Design Disinfection Facility:** SMA will prepare the pre-final design of a new disinfection facility at the tank site. As noted in the PER, the disinfection system will be housed in vault and an above-ground hotbox for the chlorination to be injected in a below-ground vault, as to avoid the cost of a building and large heating source. SMA will subconsult with a licensed electrical engineer to design power to

## Exhibit A

### Preliminary and Final Design Phase Services

#### Scope of Services

the hot box, chlorination pump, and integrate relay switch when the pump is called to turn on, the chlorine dosing pump is activated.

19. **Design Roadway Improvements:** SMA will design a new roadway for Chupadero Road to improve the road to include curb and gutter and pavement reconstruction. Refer to Part A for the full Roadway Improvements Scope of Services.
20. **Drainage Analysis and Storm Drain:** SMA will complete a drainage analysis to determine the runoff arriving at the project. Once flow rates are determined, a hydraulic analysis will be performed to determine the capacity of the crossing culverts and roadside ditches. Since curb and gutter is intended to be installed, a storm drain system will be required to convey runoff to appropriate outfall location(s). The outfall locations may require improvements to ensure downstream conveyance facilities are properly sized. Improvements outside the project area will be handled under a separate task if requested by the Owner. Refer to Part A for the full detailed scope for the drainage improvements.
21. **Prepare Plans:** SMA will prepare a pre-final set of plans to include the design elements above and a Cover Sheet, General Notes, Overall Map with Survey Control, Standard Water Details, and Standard NMDOT Details.
22. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the pre-final design of the waterline(s) is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.
23. **Prepare Supplemental Specifications:** SMA will prepare technical specifications to cover work included in the project. SMA will also prepare a bid schedule for the County to utilize in the preparation of the Bid and Construction Documents. SMA understands that the Owner will prepare the construction Bid and Construction documents in the formal construction contract with the awarded Contractor.
24. **Submission to Agency:** SMA will submit the pre-final plans, contract documents and technical specifications (Construction Documents) to the following Agency for their review concurrent with the design review with the Owner:
  - a. NMED-DWB – SMA will follow the NMED-Drinking Water Bureau (DWB) construction application checklist to prepare the Application for Construction or Modification of Public Water Supply System. The Owner will need to provide all the information requested by NMED-DWB that is not part of the proposed project. SMA understands that NMED-DWB approval is not required for pipeline projects.

SMA intends to address the comments from the Owner and the Agency at the same time.

25. **Right-of-Way Permits:** SMA will submit right-of-way permit applications with the pre-final plans to the NMDOT and County. SMA will relay comments received during the permitting process to the Owner to ensure that the Owner agrees with design changes needed.
26. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will submit an electronic copy of the pre-final Construction Documents and the EOPCC via email** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles, and connections for the waterline(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the

## Exhibit A

### Preliminary and Final Design Phase Services

#### Scope of Services

Owner. This design review will also include the review of the roadway improvements, including the extents of the drainage structure. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey. The meeting is also intended to get Owner input on the standard details and to identify any Owner concerns related to operation and maintenance.

### ***Final Design Phase Services***

27. **Revisions to Water Construction Documents:** SMA will revise the water system construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner and Agency reviews.
28. **Revisions to Roadway and Drainage Construction Documents:** SMA will revise the water system construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner reviews.
29. **Preparation of Easements:** Once the necessary easements have been identified and the Owner has concurred with the design improvements, SMA will prepare an exhibit and description of an easements for the waterline, new water storage tank, and road and drainage improvements for construction, installation and maintenance and access ingress and egress. **SMA assumes that the County will provide a template for the language to be used in the easements.** The fee for the easements is based on preparing twenty-five (25) easements, including the easement documents, easement exhibit, and description. If additional easements are needed, SMA will negotiate additional scope and fee. SMA did not include the effort to secure property owners' notarized signatures on the documents, filing the easements with the County Clerk, nor negotiations of the cost of the respective easements. Furthermore, SMA did not include any efforts for appraisal costs, nor pursuits to acquire the properties for the Owner. If the Owner, decides to pursue purchase of the appropriate Rights-of-Way through acquisition, SMA will negotiate additional scope and fee to work directly with realty specialist to complete formal purchases of the individual properties.
30. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
31. **Site Certificate:** SMA will review the property information provided by the Owner and plats available from the County. If sufficient documentation exists to show that the Owner has secured all of the property necessary for the project, SMA will execute the Site Certificate. If there is not sufficient documentation, SMA will alert the Owner to the deficiencies in the documentation.
32. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agency, as needed, based on review comments received.
33. **Production:** SMA will produce a final plan set on 24" x 36" bond, and a final unbound set of the contract documents and specifications. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. **SMA will deliver three (3) hardcopies of the final Construction Documents and the EOPCC (and one digital pdf copy)** to the Owner after production.

Exhibit A  
Preliminary and Final Design Phase Services  
Scope of Services

***Schedule***

SMA proposes to complete the above scope of services according to the following schedule.

<u>Task</u>	<u>Duration (calendar days)</u>
Preliminary Design Phase Services	285 calendar days from the receipt of Notice to Proceed
Final Design Phase Services	105 calendar days from the receipt of Agency and Owner comments

***Compensation***

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGR). NMGR will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

**Basic Services**

<u>Task ID</u>	<u>Task</u>	<u>Cost</u>
Task 1	Project Management	\$ 60,971.60
Task 2	Preliminary Design Phase Services	\$ 627,194.18
Task 3	Final Design Phase Services	\$ 198,768.00
<b>Basic Services Total</b>		<b>\$ 886,933.78</b>

**Additional Services - None**

**SUMMARY**

<b>Basic Services Total</b>	<b>\$ 886,933.78</b>
<b>Additional Services Total</b>	<b>\$ 0.00</b>
<b>Project Total</b>	<b>\$ 886,933.78</b>

## Exhibit A

### Preliminary and Final Design Phase Services

#### Scope of Services

### ***Assumptions***

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the Owner will provide operations staff to open or otherwise provide access to the existing facilities that need to be surveyed.
3. SMA assumes that there are no geotechnical conditions that will require special design considerations (corrosive soils, shallow groundwater, rock excavation). If such conditions are discovered by the geotechnical investigation, SMA will alert the Owner and a fee will be negotiated with the Owner to cover the additional engineering required to mitigate the geotechnical conditions.
4. SMA will not be responsible for any damage that occurs to the geotechnical drilling or ingress/egress areas. The drilling platform is considered heavy equipment which may damage asphalt paving, concrete pavement/slabs, underground vaults, lawns and landscaped areas. SMA's geotechnical subconsultant will backfill any earthen area borings with cuttings from the test hole, and in paved areas the borings will be backfilled with cuttings and patched with asphaltic "cold-patch". Any settlement of these areas after SMA's geotechnical subconsultant has left the project site is the responsibility of the Owner. If there are any critical areas within the project site that the Owner wants returned to pre-drilling condition, they shall notify SMA so that we can negotiate a fee for that additional work.
5. SMA assumes that the Owner knows the location of their existing utilities and can mark the locations within allowable 811 tolerances (typically within 18 inches).
6. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
7. SMA assumes that the intersection of Camino de Chupadero and NM-592 can be handled with a driveway permit. SMA did not include a Traffic Impact Analysis for the NM-592 for intersection or intersection improvements. If required by NMDOT to complete a Traffic Impact Analysis, SMA will negotiate additional scope and fee.
8. SMA understands that the Chupadero Water System utilizes Mission Communications SCADA system. SMA assumes that the existing SCADA will simply be relocated to the new water storage tank and can be adjusted, as needed, during construction, as well as reused upon completion of the new water storage tank and no additional SCADA equipment will be necessary.
9. SMA assumes that the Owner will make the Bidding and Construction Documents available through their online website for potential bidders to access the bidding and construction documents. SMA assumes that any addenda that need to be issued will be provided to the Owner and the Owner will upload to the bid website.
10. SMA did not include Bid, Construction, or Construction Observation Phase Services in this Scope of Services. SMA will negotiate the scope and fee for these services at a later date.

## Fee Summary & Breakdown

## Summary of Cost Proposal

Souder, Miller & Associates

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

**Project Description:** Chupadero Water System and Roadway Improvements  
**Project Number:** 6234819  
**Owner:** Santa Fe County  
**Date of Submittal:** February 20, 2026  
**Tax Rate on Services:** 6.8750%

#### TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Design Phase - Basic Engineering Services	\$ 886,933.78	\$ 60,976.70	\$ 947,910.47
Design Phase - Additional Services	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 886,933.78</b>	<b>\$ 60,976.70</b>	<b>\$ 947,910.47</b>

**EXHIBIT B.2 - COST PROPOSAL**

**Souder, Miller & Associates**

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

**DESIGN PHASE - BASIC ENGINEERING SERVICES**

<b>Project Description:</b>	Chupadero Water System and Roadway
<b>Project Number:</b>	6234819
<b>Owner:</b>	Santa Fe County
<b>Date of Submittal:</b>	February 20, 2026
<b>Tax Rate on Services:</b>	6.8750%
	Note: Figures in this table do not include tax.

Job Description	Principal	Carlos			Keaton			Sally			Blake/Griffin			Paul/Thomas			Admin IV	Mileage	Expenses	Per Diem (Full Day)	Per Diem (Part Day)	Total SMA	SMA Internal (Separate Breakdown)	Sub Contracts (incl 10%OH&P)	Total Task																											
		Senior Manager III	Senior Manager II	Senior Manager I	Senior Eng./Sci./Surv III	Senior Eng./Sci./Surv II	Senior Eng./Sci./Surv I	Staff EIT/LSIT Sci. III	Staff EIT/LSIT Sci. II	Staff EIT/LSIT Sci. I	Eng/CAD Surv/Field Tech VIII	Eng/CAD Surv/Field Tech VII	Eng/CAD Surv/Field Tech VI	Project Fin./Mgr. Asst. II	Project Fin./Mgr. Asst. I																																					
Billing Rate per Unit	\$ 250	\$ 235	\$ 220	\$ 205	\$ 195	\$ 185	\$ 175	\$ 135	\$ 125	\$ 115	\$ 180	\$ 165	\$ 150	\$ 100	\$ 75	\$ 130	\$ 0.700	\$ 1.00	\$ 220	\$ 60																																
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Per Day	Per Day	\$	\$	\$	\$																												
<b>Task</b>																																																				
<b>Project Administration</b>																																																				
Project Management Plan Preparation	60			10	6	35					16													\$ 26,925	\$ -	\$ -	\$ 26,925																									
Kick-off Meeting	4			2		4				2																	\$ 2,400	\$ -	\$ -	\$ 2,400																						
Ongoing Project Management	20			10		33								26													\$ 15,755	\$ -	\$ -	\$ 15,755																						
Public Involvement	12					24				12									20	1596	3234.4						\$ 15,892	\$ -	\$ -	\$ 15,892																						
<b>Subtotal Hours:</b>	96	0	0	22	6	96	0	0	14	16	0	0	0	26	0	23	1596	3234.4	0	0						\$ 60,972	\$ -	\$ -	\$ 60,972																							
<b>Subtotal Cost:</b>	\$ 24,000	\$ -	\$ -	\$ 4,510	\$ 1,170	\$ 17,760	\$ -	\$ -	\$ 1,750	\$ 1,840	\$ -	\$ -	\$ -	\$ 2,600	\$ -	\$ 2,990	\$ 1,117	\$ 3,234	\$ -	\$ -							\$ 60,972	\$ -	\$ -	\$ 60,972																						
<b>Preliminary Design</b>																																																				
Property/Easement Research						20					60																\$ 10,600	\$ -	\$ -	\$ 10,600																						
NMDOT Environmental Clearance						3				8																	\$ 1,555	\$ -	\$ -	\$ 1,555																						
Subsurface Utility Engineering						5				8																	\$ 1,925	\$ -	\$ 42,120	\$ 44,045																						
Topographical Survey	6					10				12																	\$ 4,850	\$ 99,890	\$ -	\$ 104,740																						
Meeting to Discuss Results of Easement Research	6					10				24																	\$ 6,350	\$ -	\$ -	\$ 6,350																						
Basis of Design Memorandum	6					16				12	72																\$ 14,240	\$ -	\$ -	\$ 14,240																						
Archaeological Investigation & Environmental Assessment	2					4				6																	\$ 1,990	\$ 63,199	\$ -	\$ 65,189																						
Geotechnical Investigation	1					2					3																\$ 965	\$ -	\$ 40,590	\$ 41,555																						
Design Water Storage Tank						20				12						84											\$ 17,800	\$ 5,500	\$ -	\$ 23,300																						
Design of Waterline Plan	16					64				40						160											\$ 44,840	\$ -	\$ -	\$ 44,840																						
Design of Waterline Profile	3					16				10						50											\$ 12,460	\$ -	\$ -	\$ 12,460																						
Design Water Connections	1					6				10						12											\$ 4,410	\$ -	\$ -	\$ 4,410																						
Design Disinfection Facility	2					4										8											\$ 2,440	\$ -	\$ 10,945	\$ 13,385																						
Design Roadway and Drainage																											\$ -	\$ 197,860	\$ -	\$ 197,860																						
Prepare Plans	8					24										48												\$ 13,640	\$ -	\$ -	\$ 13,640																					
Engineer's Opinion of Probable Construction Cost (EOPC)	2					10				18	36																\$ 8,740	\$ -	\$ -	\$ 8,740																						
Prepare Specifications	10					20				48																	\$ 12,200	\$ -	\$ -	\$ 12,200																						
Submission to Agency						2				6																	\$ 1,120	\$ -	\$ -	\$ 1,120																						
Right-of-Way Permits						3					16																\$ 2,395	\$ -	\$ -	\$ 2,395																						
Design Review with Owner	8			4		6				4									200								\$ 4,570	\$ -	\$ -	\$ 4,570																						
<b>Subtotal Hours:</b>	71	0	0	4	0	245	0	0	218	187	0	0	362	0	0	0	200	0	0	0	0	0	0	0	0	0	\$ 167,090	\$ 366,449	\$ 93,655	\$ 627,194.18																						
<b>Subtotal Cost:</b>	\$ 17,750	\$ -	\$ -	\$ 820	\$ -	\$ 45,325	\$ -	\$ -	\$ 27,250	\$ 21,505	\$ -	\$ -	\$ 54,300	\$ -	\$ -	\$ -	\$ 140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,090	\$ -	\$ -	\$ 167,090																					
<b>Final Design</b>																																																				
Revisions to Water Construction Documents	20					40				65	30					150												\$ 46,475	\$ -	\$ -	\$ 46,475																					
Revisions to Roadway & Drainage Construction Documents																											\$ -	\$ 87,015	\$ -	\$ 87,015																						
Preparation of Easements	8					16				50																		\$ 11,210	\$ 35,168	\$ -	\$ 46,398																					
Site Certificate	4					24				40																		\$ 10,440	\$ -	\$ -	\$ 10,440																					
Revisions to EOPCC	2					8				24																		\$ 4,980	\$ -	\$ -	\$ 4,980																					
Resubmittal						4				6																		\$ 1,490	\$ -	\$ -	\$ 1,490																					
Production						2				8						4												\$ 1,970	\$ -	\$ -	\$ 1,970																					
<b>Subtotal Hours:</b>	34	0	0	0	0	94	0	0	193	30	0	0	154	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 76,565	\$ 122,203	\$ -	\$ 198,768.00																						
<b>Subtotal Cost:</b>	\$ 8,500	\$ -	\$ -	\$ -	\$ -	\$ 17,390	\$ -	\$ -	\$ 24,125	\$ 3,450	\$ -	\$ -	\$ 23,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,565	\$ 122,203	\$ -	\$ 198,768.00																					
<b>Total Cost of Design Phase Services:</b>																							\$																													\$ 886,933.78

**DESIGN PHASE - ADDITIONAL ENGINEERING SERVICES**

Job Description	Principal	Senior Manager III	Senior Manager II	Senior Manager I	Senior Eng./Sci./Surv III	Senior Eng./Sci./Surv II	Senior Eng./Sci./Surv I	Staff EIT/LSIT Sci. III	Staff EIT/LSIT Sci. II	Staff EIT/LSIT Sci. I	Eng/CAD Surv/Field Tech VIII	Eng/CAD Surv/Field Tech VII	Eng/CAD Surv/Field Tech VI	Project Fin./Mgr. Asst. II	Project Fin./Mgr. Asst. I	Admin IV	Mileage	Expenses	Per Diem (Full Day)	Per Diem (Part Day)	Total SMA	SMA Internal (Separate Breakdown)	Sub Contracts	Total Task
Billing Rate per Unit	\$ 250	\$ 235	\$ 220	\$ 205	\$ 195	\$ 185	\$ 175	\$ 135	\$ 125	\$ 115	\$ 180	\$ 165	\$ 150	\$ 100	\$ 75	\$ 130	\$ 0.700	\$ 1.00	\$ 220	\$ 60				
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Per Day	Per Day	\$	\$	\$	\$
<b>Additional Services</b>																								
<b>Subtotal Hours:</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal Cost:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Cost of Additional Engineering Services during the Design Phase: \$ -

Part A  
Roadway & Drainage  
Design

## **Part A:**

### **Roadway and Drainage Improvements**

#### **Camino Chupadero Roadway**

##### **Section 1: Scope of Work**

Camino Chupadero, County Route 78 is a 2-lane local/residential paved tapered edge road. The roadway improvements begin at the intersection of Camino Pastores and Don Filomeno and extend to the east and end at the intersection with New Mexico State Route 592 (NM 592). The roadway improvement length is approximately 1.1 miles. The existing road is winding in a rolling to mountainous terrain and has an average driving width of 20 feet. There are limited shoulders and restricted drainage areas along the roadside, with steep embankment on the south and cut slopes on the north side of the roadway.

Within the project area there are seven intersections. There are also 33 residential driveways that will be impacted. Temporary construction permits may be required to tie these driveways into the new roadway depending on the available Right-of-Way (ROW). The roadway will be designed in accordance with the New Mexico Department of Transportation (NMDOT) standards and specifications. The work included in this scope is as follows:

##### **1. Public Involvement, General Coordination and Project Administration**

Three public outreach meetings will be held to inform the resident stakeholders about the project's progress and impacts. Public involvement meetings will be hosted by the County and led by the Engineer. The Engineer will provide presentation exhibits and notification banners to be displayed on-site approximately 2 weeks before the meetings are scheduled. The County will be responsible for newspaper ads and venue procurement.

General coordination and administration over the course of the design is also included in this task. 1.5 hours per week over the course of the design was assumed.

##### **2. Drainage Analysis and Report**

The drainage analysis will include a field reconnaissance of the project area. Based on aerial imagery, there are multiple small upstream basins contributing to the project area. Runoff from the basins crosses Chupadero Road via culvert crossings or travels along the roadway via poorly defined roadside ditches before arriving at the crossing locations. Hillside stability issues also appear to be prevalent along the north side of the road due to the sandy nature of the surrounding soils. Runoff over the hillside has created small rills and moderately insized channels along the hillside. The rills and channels are contributing to sediment deposits along the roadway. Recommendations will be made to limit sediment contributions along the roadway. Crossing structures will likely be replaced in-kind. Upsizing the existing structures or installing new structures is likely not an option due to multiple residential developments on the south side of the road. If undersized crossing structures are found, roadway overtopping will need to be mitigated with upstream retention ponds.

An irrigation ditch is located on the south side of the roadway. The ditch will need to be protected in place. Discharging stormwater runoff to the ditch is likely not permitted.

A hydrologic analysis will be completed to determine the runoff arriving at the project. Once flow rates are determined, a hydraulic analysis will be performed to determine the capacity

## Part A:

### Roadway and Drainage Improvements

of the crossing culverts and roadside ditches. Since curb and gutter is intended to be installed, a storm drain system will be required to convey runoff to appropriate outfall location(s). The outfall locations may require improvements to ensure downstream conveyance facilities are properly sized. Improvements outside the project area will be handled under a separate task.

The drainage design will follow the New Mexico Department of Transportation (NMDOT) Drainage Design Manual – July 2018. The analysis will be documented in a preliminary and final drainage report.

### 3. Geometric Design, Preliminary and Final Design Plans

Historical traffic volumes provided by the NMDOT show NM 592 has approximately 1,225 Average Annual Daily Traffic. As Camino Chupadero is a spur to NM 592 the volumes are likely to be lower and thus will fall into the low-volume road (<2,000 vehicles/day) design category. The Engineer will use the traffic data provided by the County to confirm this assumption. The posted speed limit is 25 mph.

Based on AASHTO low-volume road criteria, *Guidelines for Geometric Design of Low-Volume Roads*, existing horizontal curve geometry should generally be considered acceptable unless there is evidence of site-specific crashes (provided by the County). Existing roadway geometry (horizontal and vertical curvature) will remain as is unless there is evidence of a site-specific crash pattern attributable to inadequate site distance. The existing roadway width of approximately 20 feet will be considered the minimum width for this project. Based on the information noted above, minimal changes to the existing cross section and curvature (horizontal and vertical) of the roadway are expected unless the County provided crash data shows otherwise. Significant changes to the horizontal or vertical curvature of the roadway will be handled under a separate amendment.

Preliminary and Final Design plans will be completed for the roadway and crossing structures. The Engineer will follow NMDOT Standards and include a simplified version of the standard sheets required in a NMDOT plan set. Sheets will be full sized (24 X 36-inches).

Upon discussion with the County, it is the Engineer's understanding that the primary focus of the project is to improve the roadway with curb and gutter and pavement reconstruction. The horizontal and vertical curvature of the roadway is acceptable based on AASHTO's low volume road criteria, pending crash history provided by the County. A simplified version of the standard NMDOT plan sets will be provided. The plan set will include the details necessary to reconstruct the roadway. This includes:

- Cover Sheet, Vicinity Map, Index of Sheets, Summary of Quantities and General Notes.
- Typical Sections, Surfacing Schedule, Structure Quantities, Miscellaneous Quantities, Storm Water Pollution Prevention Plans (SWPPP) Information and Final Stabilization Erosion and Sediment Control Plans. The roadway typical section width will remain as is with the tapers being replaced with curb and gutter. Ditch sections will be verified to ensure they have adequate capacity. Modifications to the existing typical section will be handled under a separate agreement.
- Survey control, Horizontal Layout, Plan and Profile Sheets.

**Part A:**

## Roadway and Drainage Improvements

- Turnout profiles
- Sequence of construction and traffic control using typical applications
- Signing and striping
- Structure Sections
- Utility sheets
- Roadway cross sections

4. Engineer's Opinion of Probable Construction Costs (EOPCC)

As part of the plan-production, an EOPCC will be prepared during the 30/60/90% and Final design phases.

**Section 2: Deliverables**

1. Preliminary and Final Drainage Report
2. 30/60/90%/PS&E/Production Plans (Following a simplified version of NMDOT Plan Production Standards)
3. EOPCC

Cost Proposal - CONFIDENTIAL  
 Chupadero Water System and Roadway Improvements  
 2026-0019-PW/TJ  
 Chupadero Community  
 Tammy Jim  
 02/20/25

DERIVATION OF COST PROPOSAL

ESTIMATED DIRECT LABOR

Classification	Phase I-D 30% Prelim. Design Estimated Man-Hours	Phase II 60% Pre-Final Design Estimated Man-Hours	Phase II 90% Final Design Estimated Man-Hours	Phase II PS&E Estimated Man-Hours	<i>Project Total Estimated Man-Hours</i>	Fully Loaded Rate	Labor Costs
Project Principal	16	21	11	13	61	\$250.00	\$15,250.00
Project Manager	71	100	52	60	283	\$250.00	\$70,750.00
Senior Manager I	88				88	\$205.00	\$18,040.00
Project Engineer/Scientist/Surveyor III						\$165.00	\$0.00
Staff EIT/Scientist/LSIT II	371	117	62	72	622	\$125.00	\$77,750.00
Engineering/Design/Survey/Field Tech VII	62	90	36	48	236	\$165.00	\$38,940.00
Engineering/Design/Survey/Field Tech V	124	180	72	91	467	\$135.00	\$63,045.00
Engineering/Design/Survey/Field Tech II						\$90.00	\$0.00
Technical Intern I	6	8	3	5	22	\$50.00	\$1,100.00
Construction Observer III						\$110.00	\$0.00
Project Financial/Manager Assistant II						\$100.00	\$0.00
<b>Total Estimated Labor</b>	<b>738</b>	<b>516</b>	<b>236</b>	<b>289</b>	<b>1779</b>		<b>\$284,875.00</b>
<b>Total Loaded Cost/Task:</b>	<b>\$113,435.00</b>	<b>\$84,425.00</b>	<b>\$39,310.00</b>	<b>\$47,705.00</b>			

Part B  
Subsurface Utility Engineering

December 1, 2025

VIA E-MAIL



Stronger Communities by  
Design®

**Carlos Romo**  
*Project Engineer*

Direct: 505.226.9130  
Office: 505.299.0942

5454 Venice Ave NE Ste D  
Albuquerque, NM 87113

P.E. licensed in New Mexico

Dear Mr. Romo:

**Re: Subsurface Utility Engineering Services D/C/B/A  
Camino Chupadero Santa Fe County, NM**

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal for the professional services associated with the project referenced above. Souder Miller & Associates has identified the limits found in Exhibit A. The proposed Scope of Services and Basis of Compensation are outlined below.

#### **SCOPE OF SERVICES – SUE Level D/C/B and A**

CobbFendley will complete SUE Level D (Record Research) services for this project to obtain the most up to date as built information from utility owners. Information to be obtained and/or verified during record research includes: one-call information, utility as-builts, construction drawings, verbal recollections, conduit maps, direct buried cable records, distribution maps, transmission maps, field notes, GIS data, etc...CobbFendley will coordinate these activities to minimize any duplication of work performed.

The survey of all above ground utility surface features (SUE Level C), including storm drain inlets, manhole inverts (both storm and sanitary), drainage structures, power poles, electric boxes and communications features is included in the scope of this proposal.

Using collected information & utility contacts, CobbFendley will map existing utilities to SUE Quality Level B within the project limits (SUE Level B: Utility Designation). CobbFendley understands right of entry will be obtained by SMA. A detailed description of utility designating services, SUE Level B, is below. A utility composite drawing, created by CobbFendley, will be provided to Souder Miller & Associates in AutoCAD Civil 3D format using the latest NMDOT CADD standards.

Surveying associated with Quality Level B services will be completed by CobbFendley. Survey control is understood to be provided by SMA.

Subsurface Utility Engineering includes utility investigations prepared in accordance with NMDOT guidelines and ASCE Standard 38. Utility Quality Levels are defined as follows:

Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

Quality Level D - Existing Records: Utilities are plotted from review of available existing records.

Quality Level C - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control.

SUE Quality Level B (designate)

1. Designate means to record and mark the horizontal location of the existing toneable utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities.
2. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. CobbFendley will update the existing utility facility plan (if applicable) with designated utilities, utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations if applicable. It is understood by both CobbFendley and Client that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole through vacuum excavation. A note will be placed on the designate deliverable only that states "lines sizes are from best available records". This information will be provided in AutoCAD format.
3. Clearly identify all utilities that were discovered from previous investigations and record information but cannot be depicted in quality level B standards. These utilities will have a unique line style and symbology in the designate (Quality Level B) deliverable.
4. Comply with all applicable City/State policy and procedural manuals.

**FEE FOR SUE DESIGNATING SERVICES: \$25,291.25**

SUE Quality Level A (locate).

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility.

During Level A Services, CobbFendley will:

1. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
2. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist. Measure and record the following data on an appropriately formatted test hole data sheet.
  - A. Elevation of top and/or bottom of utility tied to furnished datum.
  - B. Elevation of existing grade over utility at test hole location.
  - C. Horizontal location referenced to project coordinate datum.
  - D. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - E. Utility facility material(s).
  - F. Utility facility condition.
  - G. Pavement thickness and type.
  - H. Coating/Wrapping information and condition.
  - I. Unusual circumstances or field conditions.
3. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
4. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material.
5. Furnish and install a permanent above ground marker directly above center line of the utility facility.
6. Provide complete restoration of work site and landscape to equal or better condition than before excavation.

**FEE FOR UTILITY TEST HOLES (LOCATING SERVICES) 10 Test Holes: \$13,000.00**  
Additional Test Holes can be performed for \$1,300.00 each, if requested before demobilization.

The effort associated with the above scope of work includes, record research, designating utilities, survey of all paint and flags associated with level A & B services, CAD drafting and preparation of location drawing, permitting, review by Licensed NM Professionals and management of the project.

CobbFendley will invoice for services on a lump sum basis. An **estimated 10 Test Holes** are anticipated.

Assumption

- Project located 10 miles North of Santa Fe, NM. Approximately 3 miles
- Survey efforts associated with collecting SUE surface markings and test holes will be performed by CobbFendley.
- SMA will provide survey control.
- SMA will provide Test Hole locations.
- **TRAFFIC CONTROL AND PERMITTING IS INCLUDED IN FEE**

**TOTAL ESTIMATED VALUE OF THIS PROPOSAL (before NMGRT) IS \$38,291.25**

We look forward to working with you on this project. If this proposal is acceptable, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Freddie Jaramillo  
Project Manager

Cc: Sean Wolfe, P.G., Principal-In-Charge



Part C  
Geotechnical Investigation



December 1, 2025  
**Revised December 3, 2025**

25266-NX

**4 PDF PAGES EMAILED: [KEATON.CHANCELLOR@SOUDERMILLER.COM](mailto:KEATON.CHANCELLOR@SOUDERMILLER.COM)  
CC: [MATTHEW.NIGHTBERT@SOUDERMILLER.COM](mailto:MATTHEW.NIGHTBERT@SOUDERMILLER.COM)  
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CC: [GRIFFIN.STIDHAM@SOUDERMILLER.COM](mailto:GRIFFIN.STIDHAM@SOUDERMILLER.COM)  
THIS CONSTITUTES THE ORIGINAL**

Mr. Keaton Chancellor, P.E.  
Souder Miller & Associates  
5454 Venice Ave NE, Suite D  
Albuquerque, NM 87113

RE: **REVISED** PROPOSAL FOR SUBSURFACE EXPLORATION SERVICES  
CHUPADERO WATERLINE, WATER TANK, AND ROAD SECTION  
CHUPADERO, SANTA FE COUNTY, NEW MEXICO

Dear Mr. Chancellor:

Based on your email request on November 18, 2025, and our subsequent discussions, we are pleased to submit this proposal for performing a subsurface exploration for the above-referenced project. ***This revised proposal supersedes the proposal dated December 1, 2025. Note: Changes are shown in bold and italic font.***

#### **PROJECT DESCRIPTION**

We understand the project will consist of the installation of about 10,000 linear feet of new 8" and 3" waterline, foundation design for a new water tank, and new pavement design for the city of Chupadero, New Mexico. ***There are no plans to widen the existing roadways.*** The water tank is proposed to be either 40,000 or 60,000 gal (approximately 15 to 20-foot diameter and 30-foot high) and will involve expansion of the hill-top site (maximum cut and fill slopes are needed using both native and imported material). To provide more useful cut and fill slope recommendations, we assume SMA can provide IME with the existing and proposed grading plans for the proposed water tank area. Traffic control will be required for the borings along County Road 78.

#### **ANTICIPATED SUBSURFACE CONDITIONS**

We anticipate the subsoils at the site may consist of various alluvial and colluvial deposits ranging from clay, silt, sands, gravels, cobbles, and boulders that are underlain by the Lower Santa Fe Group sedimentary bedrock composed of unconsolidated sand and gravel deposits, sandstone, or conglomerates. The depth to bedrock and groundwater is unknown.

#### **SCOPE OF SERVICES**

The purpose of this exploration will be to obtain subsurface soil and groundwater information to develop geotechnical engineering recommendations for the proposed waterline. Our scope of services **includes** the following:

December 1, 2025

**Revised December 3, 2025**

Page 2

### SUBSURFACE EXPLORATION

We propose advancing 15 test borings, **twelve (12)** spaced along the water line route to a depth of 10 feet, **two (2) along the south side of the road to a depth of 25 feet below the existing ground surface**, and one (1) at the water tank location to a depth of 30 feet below the existing ground surface, or until auger refusal, whichever is less. Our fee includes a total drilling footage of up to **220** feet.

The test borings will be drilled using a truck-mounted drill rig and solid flight or hollow-stem augers. No rock drilling or sampling is proposed. This type of auger should be able to penetrate most alluvium and weathered residual rock. Soil samples will be taken using conventional split spoon and thin-walled tube samplers at depths of 0, 2.5, 5, 7.5, and 10 feet and at 5-foot intervals deeper than 10 feet unless otherwise chosen by the project engineer.

### FIELD OBSERVATIONS

**An IME geologist will inspect each uphill steep slope along the county road to estimate its gradient, identify the soil or rock type, and assess its stability based on visual geological observations.**

### GEOTECHNICAL ENGINEERING ANALYSIS AND REPORT

Samples will be visually classified and tested for appropriate index and engineering properties. Engineering analyses will be performed and recommendations regarding foundation type, depth, allowable bearing capacity, potential settlement, site preparation, earthwork, pavement sections, and constructability will also be provided. A report will be prepared describing the work performed; soil classification per USCS guidelines; analysis of subsoil conditions encountered for trenching, bedding, backfill, and jack and bore installation; soil corrosivity; and constructability recommendations. Test results and test boring logs will be included in the report. **In addition, the field observation report will be used to provide preliminary generic recommendations for the existing steep slopes uphill of the county roadway.**

Our proposal is based on the following conditions:

1. **Because of limited access to collect necessary subsurface data, detailed engineering slope stability analyses cannot be performed. However, visual observations and assessments of existing slopes will be provided, along with preliminary recommendations and the need for further slope investigation, if warranted.**
2. Any necessary Santa Fe County traffic control and excavation permits will be filed and provided by IME, however, any fees beyond approximately 3 hours of project management time to file the permits will be charged at our current hourly, unit, and expense rates. If any archeological/cultural surveying or environmental permits are necessary, these will be provided by SMA. Any other required permits and access permissions will be provided by others and will be in place prior to our arrival on-site.
3. Our **4WD** truck-mounted drill rig will have direct access to all test boring locations, and all test borings can be drilled consecutively, without delay.
4. Each test boring will be abandoned by placing cuttings back into the borehole. Excess soil cuttings will remain on site. The 30-foot boring will have a continuous bentonite seal installed 10 feet below ground surface using hydrated bentonite chips to seal the hole. Pavement restoration beyond backfilling with cold patch is not included in our fee. A slight vertical rise of the existing asphalt is expected surrounding the borehole. IME will attempt to



December 1, 2025

**Revised December 3, 2025**

Page 3

reduce and mitigate the vertical rise by driving over the backfilled borehole with the weight of the drill rig. Given the limitations of this method, IME expects some vertical rise may still be present following our efforts. We assume any further asphalt restoration following the completion of our borings will not be required or will be conducted by others. Repairing test boring settlement that occurs after we leave the project site, or any surface restoration that may be required, is not Inberg-Miller Engineers' responsibility.

5. No test borings will be drilled through concrete.
6. All applicable utilities must be located prior to our arrival on site. Inberg-Miller Engineers will contact the appropriate "One Call" underground utility locate service and provide the available project and site information requested by the locate service. The utilities located will only be as accurate as the locates performed, and the information provided by the utility owners notified by the locate service. **If unforeseen circumstances such as unmarked utilities prevent performance of the proposed services, we may request additional fees to cover our unanticipated mobilization, standby, and scheduling expenses. If private utilities are deemed necessary to be located, IME will submit a separate cost proposal to do so.**
7. IME will coordinate providing traffic control for the project. We assume that in most cases flaggers can be used and traffic will be able to pass during drilling; however, some areas are narrow, and the entire road may have to be shut down for up to a half hour at a time.
8. Souder, Miller & Associates will provide IME with any necessary right-of-way or property access.
9. SMA will be notified of soil or rock conditions that cannot be drilled and sampled using the proposed equipment and techniques. This will be considered a changed condition and may require a renegotiation of the project scope and fees.

### **FEES**

Our fee for the proposed scope of services described above is **\$36,900.00**.

The above fee is based on weather conditions that do not affect our ability to complete the fieldwork within the schedule described below. If weather slows our progress, additional fees may be applied, or our completion schedule may change.

If services in addition to the proposed scope of services appear necessary, we will perform such services at our current hourly, unit, and expense rates. This proposal is valid for 30 days.

### **PERFORMANCE SCHEDULE**

Upon receipt of a signed master services agreement amendment (MSAA), we will be available to perform the services described herein at the request of your authorized representative.

We will coordinate with you, in advance, on a mutually convenient time and date to start the field services. Weather permitting, we anticipate starting field services within 5 to 20 working days following receipt of a signed MSAA and all permits. We estimate **4** days will be required to perform the drilling portion of this project. The report will be completed approximately 3 weeks after completion of the field services.



December 1, 2025

**Revised December 3, 2025**

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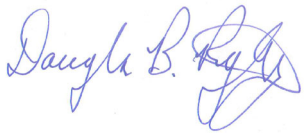
**CLOSURE**

You may authorize our services according to the above proposal by issuance of an amendment to our Master Service Agreement dated March 12, 2009.

We appreciate the opportunity to submit this proposal. If you have any questions, please contact our Albuquerque, NM office at (702) 677-7265.

Sincerely,

INBERG-MILLER ENGINEERS



Douglas Rigby, PhD  
Geotechnical Engineer

REVIEWED BY:



Rami Ksaibati, P.E., M.S.  
Vice President

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Part D  
Archaeological/Environmental  
Assessment



February 20, 2026

#6234819

Santa Fe County  
Chupadero, NM

**RE: Proposal/Cost Agreement- National Environmental Policy Act, Environmental Assessment,  
In Support of Chupadero Water System and Roadwork Improvement PER (#6234819), Chupadero,  
New Mexico**

Dear Members of the Selection Committee:

Souder, Miller & Associates (SMA) is pleased to provide this proposal and cost agreement for completing an Environmental Assessment (EA) for Santa Fe County for the Chupadero Water System and Roadwork Improvement Project in Chupadero New Mexico. Our technical approach, schedule, price, and team are described herein. We understand that the level of effort for the Chupadero Water System and Roadwork Improvement Project is dependent on whether there is federal nexus (e.g., federal funding), therefore may require an EA, along with supporting documentation (Class III Archaeology report and Biological Assessment) compliant with the federal agency's Nepa Environmental Policy Act (NEPA) requirements. We understand that this project comprises improvements including the installation of a new 8" and 3" water line in a common trench within the road prism, the installation of a new water storage tank at the existing tank site, and design and construction of a new roadway for Camino Chupadero, including some drainage structures and retaining walls, if needed.

**TECHNICAL APPROACH**

Our technical approach or "scope of work" for this Proposed Action includes completing a Proposed Action review and kick-off meeting with Santa Fe County and preparing an EA comprising multiple steps: 1) a Preliminary EA report for client review; 2) a Draft EA report for client and agency review, 3) a Draft EA report for public comment; 4) a Final EA report; 5) a Draft Finding of No Significant Impact (FONSI) report; and 6) a Final FONSI report. It is important to note that the Draft and Final FONSI reports are contingent upon the outcomes and conclusions of the EA. The EA will include the supporting documentation and reports necessary to evaluate the impact of the proposed action on environmental resources, including:

- Cultural and Archaeological
  - Native American Religious Concerns/Traditional Values
  - Historical Buildings (a.k.a Built Environment)
  - Native and Invasive Vegetation
  - Wetlands and Riparian Zones
  - Wild horses and burros
  - Wildlife
- Biological
  - Fish Habitat
  - Threatened and Endangered Species
  - Paleontological
  - Air Quality
  - Environmental Justice
  - Farmlands (Prime and unique)
  - Fire Management

- Floodplains
- Forestry resources and woodland products
- Human health and safety
- Land Use Authorizations and Access
- Wilderness and Lands with Wilderness Characteristics
- Livestock Grazing Management
- Mineral Resources
- Noise
- Recreation
- Socioeconomics
- Soil
- Travel and transportation
- Visual
- Wastes (hazardous and solid)
- Water Resources and Water Quality
- Wild and Scenic Rivers

### **Task 1: Preliminary EA Report and Initial Consultation**

Within **two weeks** of the Notice to Proceed (NTP), SMA will 1) schedule a kick-off meeting with the client and lead agency and other identified entities, 2) complete a data review of the existing information available for the Proposed Action, 3) identify the lead points of contact and initiate communication, and 4) conduct a field reconnaissance.

Immediately following the kick-off meeting, SMA, in close collaboration with the client and the lead agency, will begin developing a comprehensive description of the Proposed Action. This description will clearly define the scope, purpose, and need of the project, as well as the key activities anticipated during implementation. To support the environmental review process, SMA will conduct online data searches and targeted field inspections necessary to prepare a Biological Assessment (BA), focusing on potential impacts to listed species and critical habitats. Given the presence of potential wetland features associated with the Chupadero River, we have included a wetland delineation. Concurrently, SMA will prepare and submit consultation requests to the appropriate regulatory agencies (USFWS, USACE, etc.), initiating early coordination and ensuring that potential environmental concerns are identified in a timely manner. The effects of the Proposed Action on relevant environmental resources required under NEPA will also be evaluated at this stage, with emphasis on biological, cultural, water, and land use considerations. Preliminary agency responses to the initial consultation requests will be incorporated into the Preliminary Environmental Assessment (PEA), while a second consultation request will be sent to agencies that did not provide a timely response. This process ensures that all regulatory input is captured prior to advancing to the next stage of NEPA compliance.

### **Task 2: Draft EA Report and Final Consultation**

SMA anticipates receiving consolidated and non-conflicting comments on the Preliminary Environmental Assessment (PEA) from the client within 30 days of the PEA submittal. These comments will serve as an important checkpoint to identify any areas needing clarification, additional analysis, or refinement prior to advancing the document for broader agency review. To ensure that the client's feedback is fully understood, SMA will schedule a meeting with the client to review the submitted comments and inquiries in detail. This meeting will provide an opportunity to discuss specific recommendations, resolve any potential conflicts, and confirm expectations for revisions. Following this consultation, SMA will incorporate the client's consolidated and non-conflicting comments, as well as comments received in response to the request(s) for consultation, into the Draft Environmental Assessment (DEA). These additions will ensure that all relevant consultation outcomes, agency

concerns, and client priorities are accurately reflected and appropriately addressed within the revised document. Once completed, the DEA will be prepared for circulation to the lead and cooperating agencies for their review and comment. By methodically addressing comments and integrating consultation responses, SMA will deliver a robust and defensible DEA that aligns with NEPA requirements and is ready for the next stage of the environmental review process.

### **Task 3: Draft EA for Public Comment**

SMA anticipates receiving consolidated and non-conflicting comments on the Draft Environmental Assessment (DEA) from the client, the lead agency, and any cooperating agencies within 30 days of the DEA submittal date. These comments may include requests for clarification, recommendations for additional analysis, or edits to ensure compliance with regulatory requirements and alignment with agency policies. Upon receipt of the comments, SMA will schedule a meeting with the client to review and clarify the feedback, ensuring that all questions, concerns, and technical issues are fully understood before revisions begin. Following this consultation, SMA will incorporate the consolidated and non-conflicting agency comments into the Draft EA to address all identified issues, refine the analysis, and ensure the document is defensible and suitable for release to the public.

This Proposed Action has the potential for regional effects, broader stakeholder interest, or moderate controversy; therefore, SMA will implement a robust public involvement strategy. SMA will prepare and distribute a public notice announcing the availability of the Draft EA and establish at least a 30-day written comment period. In addition, SMA will organize and facilitate at least one public meeting or open house, providing an opportunity for community members to learn about the project, ask questions, and provide comments in person. SMA will prepare meeting materials such as fact sheets, posters, and presentation slides in coordination with the client and lead agency, and the Draft EA and supporting documents will also be posted online for broader access. Following the close of the public comment period, SMA will compile, analyze, and prepare responses to all substantive comments, which will be incorporated into the Final EA or included in an appendix. This approach ensures meaningful public participation while maintaining defensibility and compliance with NEPA requirements.

### **Task 4: Final EA Report**

SMA will collect, consolidate and categorize public comments to efficiently incorporate them into the final EA. For cost estimating purposes SMA assumes up to 250 public comments will be collected of which approximately 66 percent will be simple shows of support or dissent, not requiring a specific response, 33 percent will require a specific editorial response that will not require further collaboration with the client and/or lead agency, and none will require substantive responses involving additional data collection and/or analysis or significant client or lead agency input. SMA estimates that no more than 40 hours of Senior Labor will be required to incorporate public comments. The Final EA report would be provided in electronic format, and hard copy format upon request.

### **Task 5: Draft FONSI Report**

SMA will prepare a Draft Finding of No Significant Impact (FONSI) report in accordance with the National Environmental Policy Act (NEPA) guidelines and the requirements of the lead agency. This effort will include compiling results from the Environmental Assessment, identifying any mitigation measures, and clearly articulating the rationale for the determination of no significant impact. SMA will schedule and conduct a meeting with the client and the lead agency to clarify expectations for the Draft FONSI, including format, level of detail, and preferred language. Prior to

drafting, SMA will also confirm regulatory references, citation requirements, and document structure to ensure alignment with the agency’s standards. The Draft FONSI will be circulated internally for quality control and consistency checks before being shared with the client. Once completed, SMA will deliver the Draft FONSI to both the client and the lead agency for initial review and comment. This stage is essential to ensure the report reflects both the technical findings and the regulatory requirements before moving to the finalization process.

**Task 6: Finalizing FONSI and Supporting Documentation**

Upon receipt of consolidated and non-conflicting comments from the client and lead agency, SMA will revise the Draft FONSI to address all feedback and produce a final version suitable for formal agency action. SMA anticipates receiving these comments within 30 days of the Draft FONSI submittal, which will allow the project schedule to remain on track. In addition to the FONSI itself, SMA will finalize supporting documentation required for NEPA compliance, which may include a decision record (including mitigation monitoring plans), appendices, and public notice materials if applicable. These materials will be carefully cross-checked for accuracy, completeness, and alignment with the agency’s environmental review process. SMA will conduct a final quality assurance review to ensure the documentation is internally consistent, technically defensible, and ready for submission. Once finalized, the FONSI and supporting documents will be transmitted to the client and lead agency in the required format. This task concludes with confirmation that the NEPA process has been satisfied, and the project can proceed without the need for further environmental review.

**SCHEDULE AND PRICE**

Costs for this workplan have been developed using a lump sum format (not including NM GRT). A payment schedule listing the specific deliverables from this workplan is provided in the table below. Invoices will be issued monthly on a technical percentage complete, on a task-by-task basis. Key assumptions affecting the schedule and cost have been included herein.

**Payment Schedule**

<b>TASK #</b>	<b>DESCRIPTION</b>	<b>ESTIMATED SCHEDULE</b>	<b>FEE (w/o GRT)</b>
1	Preliminary EA Reporting, with Initial Consultation		\$42,108.80
	<i>Preliminary data collection and kick-off meeting with client</i>	<i>14 Days from Notice to Proceed</i>	
	<i>Collecting and analyzing data including field reconnaissance; and report preparation</i>	<i>30 days from Notice to Proceed</i>	
<i>30-day Client Review</i>			
2	Draft EA Reporting with Final Consultation	30 Days from receiving client comments on the Preliminary EA Report	\$6,760.00
<i>30-day Client and Lead Agency Review</i>			
3	Draft EA for	30 Days from	\$4,095.00

TASK #	DESCRIPTION	ESTIMATED SCHEDULE	FEE (w/o GRT)
	Public Comment	Receiving comments on the Draft EA Report	
<i>30day Public Comment Period</i>			
4	Final EA Reporting	14 Days from Receiving comments on the Draft EA for Public Comment	\$3,375.00
<i>30-day Client and Lead Agency Review</i>			
5	FONSI Draft Reporting	14 Days from Receiving comments on the Draft EA Reporting	\$3,635.00
<i>30-day Lead Agency Review</i>			
6	Finalizing FONSI and Supporting Documentation	14 Days from Receiving comments on Draft FONSI	\$3,225.00
<b>TOTAL PROJECT COST</b>			<b>\$63,198.80</b>

Key Assumptions and Understandings

Key assumptions and understandings affecting the scope of work, schedule and pricing include:

- SMA delivering the EA report using the linear milestone delivery model described herein.
- The time required for the client, lead and cooperating agencies to provide comments is beyond SMA's control.
- The client providing consolidated and non-conflicting comments on the Preliminary EA report within 30 days of receiving the report.
- The client and lead agency providing consolidated and non-conflicting comments within 30 days of receiving the Draft EA report.
- If the commenting process becomes iterative and requires comment deconfliction by SMA, SMA will re-evaluate level of effort and associated costs necessary to complete the Proposed Action and provide a change order documenting the change to the scope of work.
- The EA will conclude that the Proposed Action will have no significant impacts on the environmental resources evaluated, and a Finding of No Significant Impact (FONSI) will be sufficient to meet NEPA requirements.
- The level of effort necessary to adequately address agency and public comments is directly related to the levels of public support and/or dissent. SMA assumes this proposed action has significant public support and limited dissent.

**ACCEPTANCE**

Please indicate your acceptance of this Proposal/Agreement by endorsing this proposal and returning a signed copy to SMA. You may retain the original for your records.

If you have any questions or comments concerning this proposal, please contact Jay Vanlandingham at 915.842.0598 or via e-mail at [jay.vanlandingham@soudermiller.com](mailto:jay.vanlandingham@soudermiller.com).

Sincerely,

SOUDER, MILLER & ASSOCIATES, INC.



Niki Harings, Ph.D.  
Proposed Action Manager/Senior Scientist  
[niki.harings@soudermiller.com](mailto:niki.harings@soudermiller.com)



R. Jay Vanlandingham, P.G.  
Environmental Services Manager  
[jay.vanlandingham@soudermiller.com](mailto:jay.vanlandingham@soudermiller.com)

Accepted:
By: _____
Title: _____
EIN (if business): _____
Date: _____