

**AGREEMENT BETWEEN SANTA FE COUNTY  
AND MILLER ENGINEERING, INC.  
DBA SOUDER, MILLER & ASSOCIATES  
FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES**



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

**THIS AGREEMENT** is made this 9<sup>th</sup> day of December, 2024, between Santa Fe County, a political subdivision of the state of New Mexico (the “County”), and Miller Engineering, Inc. dba Souder, Miller & Associates, a corporation licensed to do business in the State of New Mexico (the “Engineer”).

The County:

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

The Engineer:

Tod Phinney, Senior Vice President  
Miller Engineering, Inc.  
dba Souder, Miller & Associates  
2904 Rodeo Park Drive E Bldg. 100  
Santa Fe, New Mexico 87505  
Telephone: 505-473-9211

## RECITALS

**WHEREAS**, Santa Fe County needs “on-call” engineering services on an as-needed basis for a variety of projects throughout the County as funding becomes available and as specific needs are identified; and

**WHEREAS**, pursuant to NMSA 1978, Section 13-1-112 and 13-1-117, and the Santa Fe County Purchasing Regulations and Policy Manual, competitive sealed proposals were solicited through Request for Proposals (RFP) No. 2025-0101-CMO/BT, to solicit and procure on-call professional engineering services; and

**WHEREAS**, the Engineer submitted its response and proposal on October 24, 2024. Based upon the evaluation criteria stated in the RFP for the purpose of determining the most qualified offerors, the County has determined the Engineer as one of the most responsive and highest rated offerors; and

**WHEREAS**, the County requires the services of the Engineer and the Engineer is willing to provide the services.

**NOW THEREFORE**, in consideration of the premises and mutual obligations in Parts A and Part B of this Agreement the parties agree as follows:

### 1. PURPOSE OF THIS AGREEMENT

The purpose of this on-call Agreement is to state the terms and conditions on which the Engineer will provide engineering services to the County for projects as needed by the County. During the term of this on-call Agreement the County will determine the projects to be assigned to the Engineer. When assigning a project to the Engineer the County will issue a written Project Assignment (Exhibit D). The assignment will include a description of the scope of work or services, a project schedule and the Engineer’s costs and compensation for completion of the project or assignment. If the Engineer plans to use consultants or subcontractors for a particular project assignment the Engineer will provide a list of the consultant(s). For each project assignment the County will send the Engineer a notice to proceed before the work or services commence.

### 2. ENGINEER’S SERVICES

The Engineer’s services for each project assignment will be described in the Project Assignment form (Exhibit D). The Engineer’s services to be performed for each project assignment issued under this on-call Agreement will generally consist of the Basic and Additional Services described below.

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

- A. In consideration of its obligations under this Agreement the Engineer will be compensated as follows:
- 1) The County will pay the Engineer for services satisfactorily performed for each Project Assignment issued under this Agreement. Costs and expenses will be in accordance with Exhibit A (Engineer's Compensation/Rates and Cost Schedule).
  - 2) The Engineer will be compensated for each project assignment issued to the Engineer under this on-call Agreement. The compensation payable to the Engineer will not exceed \$650,000.00 per Project Assignment (exclusive of NM GRT). Any NM GRT levied on the amounts 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 in this Agreement or a Project Assignment. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement, or a project assignment reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without an amendment.
- B. The Engineer must submit a written request for payment on the Engineer Pay Request form (see Exhibit B) when payment is due. Upon the County's receipt of the written request the County will 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 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 the accepted services. In the event the County fails to tender payment within 30 days of the written certification accepting the 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 such time as 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. Study and Report Phase.

- 1) The Engineer will consult with the County to define and clarify the requirements for the project.
- 2) Advise the County of any need for the County to provide additional data or services which are not a part of the Engineer's Basic Services.
- 3) Identify and analyze requirements of governmental agencies having jurisdiction to approve the portions of the project designed or specified by the Engineer.
- 4) Prepare draft Study and Report and brief and obtain the written approval of the County for the draft Study and Report, before commencing work on the Preliminary Design, Study and Report Phase.

##### B. Preliminary Design, Study and Report Phase

- 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 the County in obtaining such data, reports, or services.
- 2) Develop and complete a Development Plan for the area in schematic form for review with County. The plans will allow for phased construction if necessary.
- 3) Upon approval of the schematic Development Plan documents by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within 30 days of authorization to proceed and review with the County. If necessary, revise Preliminary Design Phase documents in response to the County's comments.
- 4) From the approved scope of services or work the Engineer, if applicable, will produce a study consisting of drawings and other documents necessary to illustrate the general planning concepts, probable Engineering system, types of materials needed and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the project area. The Engineer will brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
- 5) The Engineer will obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing work on the Final Design Phase.

### C. Final Design Phase

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.
- 2) Prepare a statement that identifies the need for additional data, surveys, or tests.
- 3) Submit to the County for review of written 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 will be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
- 4) Convene a meeting with the County and other interested parties 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 permits.
- 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 sized and three half size sets of the 100% construction plan, electronic copy of the project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings will be provided to the County upon request.

### D. Bidding and Negotiating Phase

The Engineer will:

- 1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
- 2) Attend pre-bid conference and assist in preparing addenda.
- 3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
- 4) Identify any changes during the bidding or proposal process that may require addenda.

- 5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer must allow sufficient time for County review and acceptance of each addendum.
- 6) Assist the County to issue addenda as required to all bidders or offerors.
- 7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

#### E. Construction Phase

The Engineer will:

- 1) Participate in a pre-construction conference.
- 2) Provide a minimum of one weekly or one monthly on site observation(s) during the Construction Phase to protect against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the scope of services or work. The Engineer will report any defects or deficiencies observed during construction and the results of all on site observations will be documented in field reports submitted to the County within seven days of each site visit.
- 3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
- 4) Assist the County in reviewing change orders.
- 5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
- 6) Finalize As-Built plans to include construction contractor's mark-ups.

#### F. Project Closeout and 11 Month Warranty Inspection Phase

- 1) General. The Engineer will submit to the County recommendations to regarding the completion of the construction. The Engineer will obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of the construction contractor's record drawing. The Engineer will obtain and deliver to the County a signed receipt for all materials turned over by the construction contractor.
- 2) Eleven Month Inspection and Report. The Engineer will 11 months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer will provide a written report of this activity to the County within seven calendar days. The County through the Engineer will notify the construction

contractor of any corrective action noted in the report. The Engineer will obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

## 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 are in accordance with the agreed upon compensation as identified in the Compensation and Schedule (Exhibit A).
- B. Reimbursable expenses, if allowed, will be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A, 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. Additional Services will be provided when authorized in advanced in writing by the County and will be paid for by the County as provided in paragraph 3.
- B. Additional Services may include without limitation:
  - 1) 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) Survey services for mapping, construction layout and/or to determine Project and surrounding area boundaries.
  - 3) Traffic study that may include volume, movement counts, accident crash data, pedestrian traffic, and parking, sidewalk and walk/bike trail considerations.
  - 4) Drainage Plan to determine the amount of runoff/drainage impacting the Project area and make recommendations accordingly.
  - 5) Storm water management to provide viable flood control, runoff and drainage conveyance options and recommendations for surface treatment plan(s).
  - 6) Environmental Review and as applicable Cultural Resource Study, to include preparation of documentation regarding the mandatory evaluation of physical, social, and economic impacts of the proposed Project area to ensure compliance with environmental laws and authorities and as required obtain environmental clearance(s) from governmental agencies.

- 7) Feasibility Study to evaluate and analyze the potential of the proposed Project to support recommendations for project implementation.
- 8) Market analysis to determine, develop and recommend conceptual options for future use of the Project site.

**7. EXHIBITS LIST**

Exhibit A	Compensation and Schedule
Exhibit B	Engineer Pay Request
Exhibit C	Amendment form
Exhibit D	Project Assignment form

**8. ATTACHMENTS**

**SIGNATURE PAGE**

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

**SANTA FE COUNTY:**

Hank Hughes  
Hank Hughes, Chair  
Santa Fe County Board of County Commissioners



**ATTESTATION:**  
Katharine E. Clark  
Katharine E. Clark  
Santa Fe County Clerk

11/27/24  
Date

Approved as to form:

Roberta D. Joe for J.Y.  
Jeff Young  
Santa Fe County Attorney

November 27, 2024  
Date

**ENGINEER – MILLER ENGINEERING, INC. DBA SOUDER, MILLER & ASSOCIATES**

Tod L. Phinney  
Tod Phinney, Senior Vice President  
Signature and title

December 2, 2024  
Date



**SANTA FE COUNTY  
PURCHASING DIVISION**

**GENERAL TERMS AND CONDITIONS OF THE  
AGREEMENT BETWEEN SANTA FE COUNTY AND  
MILLER ENGINEERING, INC. DBA SOUDER, MILLER  
& ASSOCIATES FOR ON-CALL PROFESSIONAL  
ENGINEERING SERVICES**

**1. SCOPE OF SERVICES OR WORK**

Engineer shall provide the services set forth in a Project Assignment (see Exhibit D).

**2. EFFECTIVE DATE AND TERM**

This Agreement will become effective as of the date of last signature by the parties and will terminate four years from that date, unless 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 Section 2 (Engineer's Services) of Part A and a Project Assignment 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 Part A or a Project Assignment, and for no other cost, amount, fee, or expense.
- B. The County may request changes in the Engineer's Services to be performed under this Agreement or a Project Assignment. 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, may be incorporated in written amendments to this Agreement or a Project Assignment.

#### 4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon any material breach by the other party. The non-breaching party will 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 will have 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 will 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 payment for services performed after the effective date of termination.

#### 5. APPROPRIATIONS AND AUTHORIZATIONS

- A. 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 have no duty to reimburse the Engineer for expenditures made in the performance of this Agreement. 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.
- B. The initial term of this Agreement is four years. This is a multi-term contract under Section 50 of the Santa Fe County Purchasing Regulations and NMSA 1978, Section 13-1-150 (Multi-term contracts; specified period). Pursuant to Section 50 (D) of the Purchasing Regulations and NMSA 1978, Section 13-1-152, if funds are not appropriated or otherwise made available to support compensation payable to the Engineer for the 2nd, 3rd, and 4th fiscal years, this Agreement will be cancelled.

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

A. Independent Contractor. 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 be performed under this Agreement 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.

- 1) All services performed under this Agreement or a Project Assignment will be performed by the Engineer or under its supervision.
- 2) 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) must be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform the services.

## **7. ASSIGNMENT**

The Engineer must 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, Engineer releases County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from 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**

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 require any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under the Agreement.

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

The Agreement may be modified, changed or amended by an instrument in writing signed by the parties. The Engineer specifically acknowledges and agrees that the County will not be responsible for any changes to this Agreement or a Project Assignment unless such modification, change or amendment is set forth in a written amendment.

**13. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements and understandings between the parties concerning the subject matter of this Agreement, and all such agreements and understandings are merged into this Agreement. No prior or contemporaneous agreement or understandings verbal or otherwise of the parties or their agents will be 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 felony 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 the Agreement.

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

- A. In performing its obligations hereunder, 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 their books and records relate to (i) their performance of the 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 during the term of the Agreement for a period of six years from the date of final payment under the Agreement; (ii) allow 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 their books and records relate to (i) their performance of the 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 it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six years from the date of final payment under the subcontract;(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

**19. INDEMNIFICATION**

- A. Engineer shall indemnify, and hold harmless County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses including legal costs, resulting from or directly or indirectly arising out of Engineer’s performance or non-performance of its obligations under this Agreement or a Project Assignment, including Engineer’s breach of any representation made in this Agreement.



### 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) Part A, of this Agreement. 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 in this section. 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 a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,050,000.00 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance must include coverage for all operations performed for County by 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 will be named 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 will maintain Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per claim, \$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, Engineer will increase the maximum limits of any insurance required in this Agreement.

**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 due and lawful performance of its obligations under this Agreement and a Project Assignment.

**27. FAX OR ELECTRONIC SIGNATURE**

The parties agree that 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 this 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, NMSA 1978, Section 41-4-1, as amended.

**29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Engineer agrees to compute and submit simultaneous and execution of this Agreement 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

## SOUDER, MILLER & ASSOCIATES PROFESSIONAL FEE SCHEDULE - EFFECTIVE NOVEMBER 2022

### PROFESSIONAL SERVICES

#### Professional Staff

Principal	\$250.00 per hour	Staff VIII	\$235.00 per hour
Senior Manager III	\$235.00 per hour	Staff VII	\$215.00 per hour
Senior Manager II	\$225.00 per hour	Staff VI	\$190.00 per hour
Senior Manager I	\$215.00 per hour	Staff V	\$160.00 per hour
Senior III	\$205.00 per hour	Staff IV	\$140.00 per hour
Senior II	\$190.00 per hour	Staff III	\$130.00 per hour
Senior I	\$175.00 per hour	Staff II	\$120.00 per hour
Project III	\$160.00 per hour	Staff I	\$110.00 per hour
Project II	\$150.00 per hour		
Project I	\$140.00 per hour		

#### Technical Staff

Tech VIII	\$190.00 per hour
Tech VII	\$170.00 per hour
Tech VI	\$150.00 per hour
Tech V	\$130.00 per hour
Tech IV	\$115.00 per hour
Tech III	\$100.00 per hour
Tech II	\$85.00 per hour
Tech I	\$70.00 per hour
Technical Intern II	\$60.00 per hour
Technical Intern I	\$50.00 per hour
Construction Observer IV	\$130.00 per hour
Construction Observer III	\$110.00 per hour
Construction Observer II	\$90.00 per hour
Construction Observer I	\$75.00 per hour

#### Support Staff

Project Financial/Manager Assistant II	\$110.00 per hour
Project Financial/Manager Assistant I	\$85.00 per hour
Administrative Assistant IV	\$130.00 per hour
Administrative Assistant III	\$110.00 per hour
Administrative Assistant II	\$90.00 per hour
Administrative Assistant I	\$70.00 per hour

### EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; a complete list of expense rates is available upon request.

### OTHER SERVICES

Telephone/facsimile/postage @ actual cost  
Mileage @ \$0.67 per mile (or current IRS rate)  
Per diem \$166.00 per day (or max per-diem rate per USGSA)  
Other travel (car rental, air, etc.) @ actual cost

### SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

**EXHIBIT B**

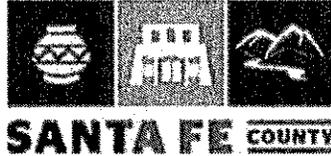
**ENGINEER'S PAY REQUEST FORM**

**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)
Programming Phase	\$	%	\$	\$	\$	
Schematic Phase	\$	%	\$	\$	\$	
Design Development Phase	\$	%	\$	\$	\$	
Construction Document Phase	\$	%	\$	\$	\$	
Bidding and Negotiation Phase	\$	%	\$	\$	\$	
Construction Phase	\$	%	\$	\$	\$	
Project Closeout	\$	%	\$	\$	\$	
11 Month Inspection Phase						
<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>	\$	%	\$	\$	\$	

**AMENDMENT TO AGREEMENT OR  
PROJECT ASSIGNMENT**

**PROJECT** \_\_\_\_\_



**SANTA FE COUNTY  
PURCHASING DIVISION**

In accordance with Part A Paragraph 4 (Contractor's Basic and Additional Services), the Contractor is authorized to

LIST SERVICES:

---

**Justification for Amendment:**

---

Project assignment sum	\$0.00
------------------------	--------

---

<b>Total</b>	<b>\$0.00</b>
--------------	---------------

**SIGNATURE PAGE**

**SANTA FE COUNTY:**

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

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Jeff Young  
Santa Fe County Attorney

\_\_\_\_\_  
Date

**CONTRACTOR -**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
*(print name and title)*

Exhibit D  
Project Assignment  
Scope of Work, Cost and Project Schedule

PROJECT:

SCOPE OF WORK:

COSTS:

SCHEDULE:

**SIGNATURE PAGE**

**SANTA FE COUNTY:**

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

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Jeff Young  
Santa Fe County Attorney

\_\_\_\_\_  
Date

**CONTRACTOR -**

\_\_\_\_\_  
Date

\_\_\_\_\_  
*(print name and title)*