AGREEMENT
BETWEEN OWNER SANTA FE COUNTY
AND MOLZEN-CORBIN & ASSOCIATES
FOR
ENGINEER SERVICES

This Agreement dated April 24, 2012 between Santa Fe County, a political subdivision of the State of New Mexico (Owner) and Molzen-Corbin & Associates, Inc., 2701 Miles Road SE, Suite 200, Albuquerque, NM 87106 (Engineer).

Owner's Project of which Engineer's services are as stated in this Agreement is the construction of an 8" water transmission line that extends from a reservoir tank located at Lamy Junction (intersection of NM 285 and the Old Las Vegas Highway) to the intersection of Ojo de la Vaca and the Old Las Vegas Highway in Santa Fe County (hereinafter the "Lamy Junction Water Project"). The water transmission line would convey water from the Eldorado Area Water and Sanitation District to customers of the Canoncito Mutual Domestic Water Assocation as well as other users in the vicinity. Completion of construction of the entire Lamy Junction Water Project is subject to the Owner's available appropriations and funding and will be completed in Phases I, II and III.

Owner and Engineer further agree as follows:

PART 1 - ENGINEER'S SCOPE OF SERVICES

1. Scope.

A. Engineer shall provide the services set forth herein and in Exhibit A.

PART 2 - OWNER'S DUTIES

General.

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

PART 3 - SCHEDULE FOR SERVICES

A. Commencement

1. The Effective Date of this Agreement is the date that the last party executes this Agreement. Engineer is authorized to begin rendering engineering services as of the date indicated in the Notice to Proceed issued by the Owner.

B. Time for Completion.

1. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

2. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended after the completion of construction Phase I due to availability of funding, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, may be adjusted in accordance with Part 6.W.7. herein.

3. If Owner authorizes changes in the scope, extent, or character of Phase I of construction of the Project, then the time for completion of Engineer's services, and the amount of Engineer's compensation, may be adjusted but limited to the unit pricing and hourly rates set forth in Exhibit C.

4. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

5. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

PART 4 - INVOICES AND PAYMENTS

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days net of Owner's receipt of Engineer's invoice.

B. Payments

1. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

2. Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 30 days net after receipt of Engineer's invoice, then:

a. amounts due Engineer will be increased at the rate of 1.5% per month from said thirtieth day; and

b. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. Disputed Invoices: If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

D. Legislative Actions: If after the Effective Date any governmental entity takes a legislative action that imposes taxes on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new tax as a Reimbursable Expense. Owner shall reimburse Engineer for the cost of such invoiced new taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

PART 5- OPINIONS OF COST

A. Opinions of Probable Construction Cost

1. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

B. Designing to Construction Cost Limit

1. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in an amendment to this Agreement.

C. Opinions of Total Project Costs

1. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Total Project Costs shall consist of Engineer's opinion of the cost of all three (3) phases of construction. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

PART 6 - GENERAL PROVISIONS

A. Standards of Performance

1. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Consultants: Engineer may employ such consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in A.1. above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with laws and regulations, policies and procedures:

1. Engineer and Owner shall comply with applicable Laws and regulations.

2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in A.1. above , and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

G. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

J. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

K. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

L. Design Without Construction Phase Services.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A.

M. Use of Documents.

1. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

2. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures will be set forth in an exhibit.

3. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

4. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

5. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner or its agent. Engineer grants Owner a limited license to use the Documents on the Project, extensions, modifications or revisions of the Project, and for related uses of the Owner or its agent, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) such limited license to Owner shall not create any rights in third parties.

6. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions, modifications or revisions of the Project or for any other purpose that exceeds the Engineer's scope of services described in Exhibit A to this Agreement, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

N. Insurance

1. Engineer shall procure and maintain insurance as set forth in Exhibit E (Insurance). Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

2. Owner shall procure and maintain insurance coverage as is usual for this type of project.

3. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

4. Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit E. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

5. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

6. All Engineer's policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and to each other additional insured (if any) to which a certificate of insurance has been issued.

7. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than or in addition to those specified in Exhibit E. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit E will be supplemented to incorporate these requirements.

O. Suspension and Termination

A. Suspension:

1. By Owner: Owner may suspend construction Phase I of the Project for up to ninety (90) days upon seven (7) days written notice to Engineer. Owner may suspend construction Phases II and III of the Project until such time as appropriations are obtained upon thirty (30) days written notice to Engineer. Following a suspension of services due to lack of appropriation, Owner shall provide no less than ninety (90) days notice to Engineer of Owner's continuance of Engineer's services under this agreement.

2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. Termination: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the

same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

P. Effective Date of Termination: The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

Q. Payments Upon Termination:

1. In the event of any termination Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Part 6.M.5.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in subparagraph Q. above, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

R. Controlling Law

This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

S. Successors, Assigns, and Beneficiaries

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by this Paragraph the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

3. Unless expressly provided otherwise in this Agreement:

a. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

c. Owner agrees that the substance of the provisions of this Paragraph shall appear in the Contract Documents.

T. Dispute Resolution

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedure of Exhibit F.

2. If the parties fail to resolve a dispute through negotiation under T.1 above, then either or both may invoke the procedures of Exhibit F. If or if no dispute resolution method is specified in Exhibit F, then the parties may exercise their rights under law.

U. Environmental Condition of Site

1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

3. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response,

Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

V. Indemnification and Waiver.

1. Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from.

2. Waiver: To the fullest extent permitted by law, Engineer waives against Owner, and Owner's employees, officers, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

W. Miscellaneous Provisions

1. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

2. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

3. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

6. Validity of Amendments or Changes: No change or amendment to this agreement that changes the Contract Time or Contract Sum is valid and effective until signed by the Santa Fe County Manager or Santa Fe Board of County Commissioners.

7. Price Escalation Limit for Phase II and Phase III Engineering Services: If, after completion of the Engineer's services provided throughout Phase I of construction of Owner's Project and upon Owner's resuming this Contract following suspension due to lack of appropriations or funding for construction, Engineer's prices for design services have significantly increased, through no fault of Engineer, the compensation for Engineer's services for Phase II and III may be adjusted by an amount reasonably necessary to cover any such significant price increases. In the event that Engineer continues to provide services during the construction of Phase II and III of this Project, Engineer's hourly rates as provided in

this agreement shall not be increased unless Engineer demonstrates that it has increased its hourly rates for similar engineering services provided to other governmental entities.

PART 7 - DEFINITIONS

A. Defined Terms. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

1. Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

2. Agreement – This written contract for professional services between Owner and Engineer, including all Exhibits identified in Part 8 (Exhibits) and any duly executed amendments.

3. Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

4. Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

5. Construction Contract – The entire and integrated written agreement between Owner and Contractor concerning the Work.

6. Construction Cost – The cost to Owner of those portions of the entire Project consisting of construction Phase I, Phase II and Phase III, designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

7. Constituent of Concern – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

9. Contract Documents – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

10. Contractor – The entity or individual with which Owner has entered into a Construction Contract.

11. Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

12. Drawings – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

13. Effective Date – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

14. Engineer – The individual licensed engineer or licensed entity named as such in this Agreement.

15. Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

16. Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

17. Owner – Santa Fe County, the entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same entity that will enter into any Construction Contracts concerning the Project.

18. PCBs – Polychlorinated biphenyls.

19. Petroleum – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

20. Project – The total construction of Phases I, II and III which the Work to be performed under the Contract Documents may be the whole, or a part.

21. Radioactive Material – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

22. Record Drawings – Drawings depicting the completed Project (Phases I), prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and

clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction of Phase I.

23. Reimbursable Expenses – The expenses incurred directly by Engineer in connection with the performing or furnishing of the survey and Basic and Additional Services for the Project.

24. Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

25. Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

26. Site – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

27. Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

28. Subcontractor – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

29. Substantial Completion – The time at which the Work (or a specified Phase thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified Phase thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified Phase thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or any Phase of the Work refer to Substantial Completion thereof.

30. Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

31. Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Total Project Costs shall include costs relative to the construction of Phase I, Phase II and Phase III.

32. Work – The entire construction of Phase I, Phase II and Phase III, or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such

construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

PART 8 - EXHIBITS

Exhibit A, Engineer's Services. Part I – Basic Services Applicable to Phases I, II, and III

Exhibit B, Owner's Duties.

Exhibit C, Engineer's Compensation and Reimbursables (Appendices 1 and 2) .

Exhibit D, Notice of Acceptability of Work form.

Exhibit E, Insurance.

Exhibit F, Dispute Resolution.

Exhibit G, Limitation of Liability.

Exhibit H, Amendment to Agreement form.

PART 9 – TOTAL AGREEMENT

This Agreement, (together with the Exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit H to this Agreement.

PART 10 – DESIGNATED REPRESENTATIVES

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

PART 11 – ENGINEER'S CERTIFICATIONS

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this certification:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

c. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER SANTA FE COUNTY

Liz Stefanics

Liz Stefanics, Chair
Santa Fe Board of County Commissioners

Date: 4/24/12

ATTEST:

Valerie Espinoza

Valerie Espinoza
Santa Fe County Clerk

Approved as to form:

3/7/12

Stephen C. Ross
Santa Fe County Attorney

Department of Finance

For

Teresa Martinez, Director

Date: 3/12/12

ENGINEER MOLZEN-CORBIN & ASSOCIATES, INC.,

Adelmo Archuleta, (title)

Date:

License No.

Address: 2701 Miles Road SE, Suite 200
Albuquerque, NM 87106

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

c. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER SANTA FE COUNTY

Liz Stefanics, Chair
Santa Fe Board of County Commissioners

Date: _____

ATTEST:

Valerie Espinoza
Santa Fe County Clerk

ENGINEER MOLZEN-CORBIN & ASSOCIATES, INC.,

President & Owner
Adelmo Archuleta, (title)

Date: 3/12/12

License No. 7078

Address: 2701 Miles Road SE, Suite 200
Albuquerque, NM 87106

Approved as to form:

3/7/12
Stephen C. Ross
Santa Fe County Attorney

Department of Finance

For
Teresa Martinez, Director

Date: 3/12/12

EXHIBIT A

ENGINEER'S SERVICES - PART 1 – BASIC SERVICES APPLICABLE TO PHASES I, II AND III.

A. Study and Report Phase - Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

4. Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements and goals for the Project. Since the completion of Owner's entire Project is subject to availability of funding, all alternate solutions shall be designed so as to provide for construction of the entire Project into a least three (3) construction phases: Phase I, Phase II, and Phase III.

5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

6. Furnish at least two (2) review copies of the Report and any other deliverables to Owner within fourteen (14) calendar days of the Effective Date and review it with Owner. Within fourteen (14) calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

7. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish at least two (2) copies of the revised Report and any other deliverables to the Owner within fourteen (14) calendar days of receipt of Owner's comments.

8. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

B. Preliminary Design Phase (30% Completion).

1. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

   a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings of the alignment, outline specifications, and written descriptions of the alignment selected by Owner.

   b. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

   c. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services. Also advise Owner of an potential challenges presented by the selected alignment that may require re-consideration or revision, including identification of arroyo and drainage crossings, right-of-ways, geotechnical features and other relevant facts and issues for Owner's consideration. Engineer shall also determine the scope of environmental and archaeological clearance and/or mitigations for Owner's consideration.

C. Preliminary Design Phase (70% Completion). After acceptance by Owner of the Report (30% Preliminary Design Phase) and any other deliverables, and indication of any specific modifications or changes in the scope, extent, character, or design requirements of Owner's Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare and complete Environmental Documents. Engineer shall prepare and finalize environmental clearance documents including a checklist for an Environmental Site Assessment (ESA), Environmental Impact Assessment (EIA), NPDES-SWPPP, Sections 401 and 404 compliance, as well as any other required environmental, cultural, and/or biological reports.

2. Prepare and complete Subsurface Investigation. Engineer shall identify any special conditions or specialized geotechnical work.

3. Prepare and complete Drainage Analysis and Design. Engineer's report at 70% completion shall include engineering designs and analysis of arroyo crossings and drainage. Engineer's analysis shall identify any issues regarding compliance with FEMA/FIRM base flood elevations and flood plain management, Engineer's recommendations for erosion/scour protection, and any details necessary for replacement of existing drainage structure that may be affected by the Project. Engineer shall consider any requirements pursuant to the Santa Fe County Flood Plain Ordinance.

4. Based on all the information and factors contained in the 70% Preliminary Design Phase documents, prepare a preliminary opinion of probable Construction Costs for Phase I, Phase II

and Phase III of Owner's entire Project, and assist Owner in collating the various cost categories which comprise Total Project Costs.

5. Furnish at least four (4) review copies of the 70% Preliminary Design Phase documents and any other deliverables to Owner within thirty (30) calendar days of authorization to proceed with this phase, and review them with Owner. Within twenty (20) calendar days of receipt, Owner shall submit to Engineer any comments regarding the 70% Preliminary Design Phase documents and any other deliverables.

6. Revise the 70% Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner at least four (4) copies of the revised 70% Preliminary Design Phase documents, revised opinion of probable Construction Cost for Phase I, Phase II and Phase III, and any other deliverables within thirty (30) calendar days after receipt of Owner's comments.

7. Engineer's services under the 70% Preliminary Design Phase will be considered complete on the date when the revised 70% Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

D. Final Design Phase

After acceptance by Owner of the 70% Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Engineer's Drawings and Specifications prepared for construction of the Project as selected by Owner shall be designed for construction in three (3) phases: Phase I, Phase II and Phase II so that the project is advertised for construction bids no later than October 16, 2012.

2. Prepare, process and obtain all approvals and/or permits from all private and/or governmental authorities having jurisdiction to permit, review or approve the final design for the construction of the Project including the 401 permit and revise the Drawing and Specifications in response to directives from such authorities. Owner will assist in consultations with such authorities as necessary.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

4. Coordinate and work with the Owner's Capital Projects Senior Engineer as necessary.

5. If needed by Owner, prepare and furnish bidding documents for review by Owner and assist Owner in the preparation of other related documents. Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.

6. If needed, revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the bidding documents, a revised opinion

of probable Construction Cost, and any other deliverables to Owner within ten (10) calendar days after receipt of Owner's comments and instructions.

7. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

8. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1).

E. Bidding Phase.

After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner as requested in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.

3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

5. If bidding documents require, Owner and Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.

6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals.

7. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with the prospective contractor(s).

F. Construction Phase

(A) After acceptance by Owner of the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. General Administration of Construction Contract: Consult with Owner as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. Selecting Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the testing required by this Agreement.

3. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

4. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

5. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

6. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

7. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not

produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

8. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

9. Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and if requested by Owner, prepare change orders and work change directives.

10. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

11. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

13. Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's

representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15. Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph F.1.

16. Substantial Completion: Promptly after notice from Contractor that Contractor considers Phase I ready for its intended use, in company with Owner and Contractor, visit the Project to determine if Phase I of the Project is substantially complete. If after considering any objections of Owner, Engineer considers Phase I of the Project substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

17. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor (for Phase I) is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit D that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

(B) Duration of Construction Phase: The Construction Phase for Phase I of the Project will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon final payment to Contractor. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Part 3, Engineer shall be entitled to an increase in compensation in conformity with Part 3.B.3. if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

(C) Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

G. Post-Construction Phase

1. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:

a. Together with Owner, visit the Project to observe any apparent defects in Phase I of the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.

b. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

c. Coordinate the completion of as-built drawings for the Project, to be signed and stamped by a land surveyor licensed in the State of New Mexico.

2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve (12) months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES REQUIRING OWNER'S PRIOR WRITTEN AUTHORIZATION (NOT PART OF OR INCLUDED IN BASIC SERVICES)

A. Only if authorized in writing and in advance by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. As of the execution of this Agreement Owner has not authorized the Engineer's performance of any of the Additional Services listed below. Authorization to proceed with these Additional Services shall only be through an Owner-approved amendment to this Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such

statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions..

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in Paragraph D.A.8.

10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for construction of Phases II and III or prices requested by Owner for the Work or a portion thereof.

13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment or services.

14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Basis Services, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

15. Providing additional Construction Phase services beyond the original date for completion of Phase I of the Project and readiness for final payment of Contractor.

16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.

18. Preparation of operation and maintenance manuals.

19. Preparing to serve or serving as a consultant or witness for Owner in any litigation or other dispute resolution process related to the Project.

20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

21. Assistance in connection with the adjusting of Project equipment and systems.

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

24. Overtime work requiring higher than regular rates.

25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. Additional Services Not Requiring Owner's Written Authorization

1. Engineer shall advise Owner in advance that Engineer will commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

a. Services in connection with recommendation for work change directives or change orders to reflect changes requested by Owner. No change order amending the Contract Time or Contract Sum is valid and effective until approved by the Santa Fe County Manager or the Santa Fe Board of County Commissioners.

b. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after

the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

c. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

d. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

e. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

f Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

g. Services during the Construction Phase of Phase I rendered after the original date for completion of Phase I of the Work referred to in A1.05.B.

h. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

i. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

EXHIBIT B

Owner's Duties

A. In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

3. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data obtained by Owner from NMDOT, US Forest Service, Bureau of Land Management or private land owners may include the following:

a. Property descriptions.

b. Zoning, deed, and other land use restrictions.

c. Property, boundary, easements, right-of-way, and other special surveys or data, including establishing relevant reference points.

d. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

e. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas. Owner will make available in electronic form copies of existing environmental documents, surveys, analyses and other relevant documents that are in Owner's possession.

f. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

4. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

5. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

6. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

7. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

9. Recognizing and acknowledging that Engineer's services and expertise do not include the following services:

a. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

10. Place and pay for advertisement for Bids in appropriate publications.

11. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

12. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

13. If Owner designates a construction manager or an individual or entity other than, or in addition to Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

14. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

15. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

16. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

17. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

18. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

EXHIBIT C

Engineer's Compensation

A. Owner shall pay Engineer for Basic Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's subconsultants' charges, if any.

2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

3. The total compensation for services under this Agreement is estimated to be Four Hundred Eleven Thousand Three Hundred Sixty Eight dollars and Ninety-Six cents ($ 411,368.96) based on the following estimated distribution of compensation:

a. Study and Report Phase $ 25,660.

Reimburseable $ 992.80

b. Basic Design Services – General Design Services for **Phases I, II and III**.

Design Services $ 46,920.

Survey $ 23,757.65

Reimburseable $ 5,092.

c. Preliminary Design – **Phase I**

30% Preliminary Design Phase $ 21,990.

70% Preliminary Design Phase $ 55,857.50

Final Design Phase $ 22,165.

Bidding or Negotiating Phase $ 4,010.

Construction Phase (7 months) $ 12,310.

Post-Construction Phase $ 10,630.

Subconsultants $ 9,020.

d. Design – **Phase II**

30% Preliminary Design Phase $ 12,292.50

70% Preliminary Design Phase $ 36,640.

Final Design Phase	$ 18,045.
Subconsultants	$ 4,400.

e. Design – **Phase III**

30% Preliminary Design Phase	$ 3,025.
70% Preliminary Design Phase	$ 9,915.
Final Design Phase	$ 5,912.50

f. Additional Basic Services

Geotechnical Investigation	$ 24,200.
Environmental Services	$ 11,834.01
Drainage Analysis/Design, 404 Certification, 401 Permit, NPDES-SWPPP	$ 35,000.
Property Easements Coordination	$ 2,500.
Prepare, Process, obtain Approvals/Permits From Private/Governmental Authorities	$2,500.
NMDOT ROW Permits	$ 6,700.
Total Services:	**$ 411,368.96**

4. Pursuant to an amendment approved by the Owner, Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted above incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's subconsultants' charges.

6. The amounts billed for Engineer's services under this Paragraph will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

B. Compensation For Reimbursable Expenses

1. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the following categories: Engineer's In-House copies (11 X 17 and 24 X 36); In-House color copies; mileage @ 55 per mile; Printing Specifications, meals during Study and Report Phase and 30% through Final Design Phase for Phases I, II and II. In addition, if authorized in advance by Owner, Reimbursable Expenses may include other expenses.

3. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project as provided above.

C. Other Provisions

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer.

2. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs

3. Compensation Amounts:

a. When compensation amounts have been stated herein and it subsequently become apparent to Engineer that the compensation amount will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services, agree to such compensation exceeding the stated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed the stated compensation amount when such services are completed.

b. To the extent necessary to verify Engineer's charges and upon Owner's request, Engineer shall make copies of such records available to Owner at no cost to Owner.

Appendix 1 to EXHIBIT C

Reimburseables

Survey reimburseables		
In-House copies	.10 per unit	$ 3.50
Mileage	.55 per unit	$ 1,404.15
Meals	$39.00/ per day per person	$ 390.00
Reimburseables for Design Phases		
Preliminary (30%)		
In-House copies	.10 per unit	$ 300.00
In-House Color Copies (11 X 17)	.10 per unit	$ 75.00
Mileage	.55 per unit	$ 333.00
Meals		$ 200.00
Pre-final (70%)		
In-House copies	.10 per unit	$ 300.00
Printing Specifications	.10 per unit	$ 500.00
In-House (11 X 17)	.10 per unit	$ 100.00
In-House (24 X 36)	$2.00 per unit	$ 1,200.00
Mileage	.55 per unit	$ 222.00
Meals		$ 100.00
Final (100%)		
In-House copies	.10 per unit	$ 100.00
Printing Specifications	.10 per unit	$ 500.00
In-House (11 X 17)	.10 per unit	$ 40.00
In-House (24 X 36)	$2.00 per unit	$ 800.00
Mileage	.55 per mile	$ 222.00
Meals		$ 100.00

Total reimburseables: $6,889.65

Appendix 2 to EXHIBIT C

A. Hourly Rates:

1. The Hourly Rates stated below include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. Hourly rates for services performed on or after the date of the Agreement are:

GPS Survey Crew	$165.00/hour
Survey Tech	70.00/hour
Civil Sr. Engineer	$150.00/hour
Civil Prof. Engineer	$105.00/hour
Civil Eng. Design Specialist	$100.00/hour
Electrical Proj. Engineer	$130.00/hour
Electrical Sr. Engineer Design Tech	$ 95.00/hour
Engineer Design Specialist	$105.00/hour
Water Resources Principle Engineer	$160.00/hour
Water Resources Sr. Eng.	$155.00/hour
Water Resources Proj. Eng.	$130.00/hour
Water Resources Sr. Design Specialist	$120.00/hour
Water Resources Eng. Design Specialist	$105.00/hour
Water Resources TDA	$ 75.00/hour
Admin. Aide 2	$ 45.00/hour
Admin Support	$ 55.00/hour
Architectural Principle	$160.00/hour
Architectural Designer	$ 80.00/hour

EXHIBIT D

CONTRACT 2012-0055-UT/MS

(Notice of Acceptability form)

OWNER SANTA FE COUNTY

CONTRACTOR _____

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

Date of Notice to Proceed: _____

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and Agreement 2012-0055-UT/MS.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Santa Fe County and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

EXHIBIT E

Insurance

A. The Engineer shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Engineer from claims set forth below which may arise out of or result from the Engineer's operations under the Contract and for which the Engineer may be legally liable, whether such operations be by the Engineer, Engineer's consultants or subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Engineer's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Engineer's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations;
8. Claims involving contractual liability insurance applicable to the Engineer's obligations under Part 6.V.1 of the Agreement.

The insurance required by this section shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

B. The limits for Workers' Compensation and Employer's Liability insurance shall be as follows:

1. Workers' Compensation:
   a. State: Statutory
   b. Applicable Federal (e.g. Longshoremen's): Statutory
2. Employer's Liability: $500,000 per Accident
   $500,000 Disease, Policy Limit
   $500,000 Disease, Each Employee

C. The limits for Commercial General Liability Policy, including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards), shall be as follows:

$1,050,000 Each Occurrence
$2,100,000 General Aggregate
$2,100,000 Personal and Advertising Injury
$2,100,000 Products-Completed Operations Aggregate

1. The policy shall be endorsed to have the General Aggregate apply to this Project only.

2. The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Part 6.V.1 of the Agreement.
3. Products Completed Operations insurance shall be maintained for a minimum period of at least one (1) year after final payment.

D. Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be $2,000,000 Each Accident.

E. The Offeror will be required to carry professional liability (errors and omissions) insurance in the amount of $2,000,000.

F. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Engineer with reasonable promptness in accordance with the Engineer's information and belief.

G. 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, Sections 41-4-1 through 41-4-29, as amended), the Engineer shall increase the maximum limits of any insurance required herein

EXHIBIT F

Dispute Resolution

Santa Fe County and Engineer agree that they will resolve disputes first through mediation if required by the Public Works Mediation Act, Section 13-4C-1 et seq. NMSA 1978. If mediation is unsuccessfull in resolving a dispute then the parties agree to resolve such dispute(s) through litigation in State District Court, First Judicial District, Santa Fe, New Mexico.

EXHIBIT G

Limitation of Liability.

1. Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Part 6.V.1 of the Agreement, the Owner, its employees, officers, consultants shall not be liable to Engineer or anyone claiming by, through, or under Engineer for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Owner or Owner's employees, officers, agents or Consultants.

EXHIBIT H

AMENDMENT TO AGREEMENT form
Amendment No. _____

1. Background:

   a. Effective Date of Owner-Engineer Agreement: _____

   b. Owner: Santa Fe County

   c. Engineer: _____

   d. Project: Contract 2012-0055-UT/MS

2. Amendment:

[Describe amendment or modification in detail]

5. a. Original Agreement amount: $_____
   b. Total amount for prior amendments: $_____
   c. This amendment amount: $_____
   d. Agreement amount after this amendment: $_____

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date this Amendment is approved by Santa Fe County.

SANTA FE COUNTY:	ENGINEER:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____