

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 1

This Amendment to Agreement dated September 13th,2022 made and entered into this _____ day of _____ 2025, between **VILLAGE OF RUIDOSO** (hereinafter called CLIENT) and **MILLER ENGINEERS, INC. d/b/a SOUDER, MILLER & ASSOCIATES** (hereinafter called CONSULTANT)

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

CLIENT hereby engages CONSULTANT to perform the services identified in Section 1 below, per the schedule and compensation set forth in Sections 2 and 3, respectively. Any additional work and corresponding compensation not identified below will be detailed and included in future Amendments to the referenced Agreement.

Section 1: Scope of Work

See Exhibit A attached.

Section 2: Schedule and Term

See Exhibit A attached.

Section 3: Compensation

See Exhibit A attached.

CONSULTANT shall be authorized to commence the Services detailed herein upon execution of this Amendment, unless otherwise specified. CONSULTANT and CLIENT agree that this signature page, together with the Standard Terms and Conditions of the original Agreement, and all Exhibits, Attachments and Amendments referred to herein, constitute the entire Agreement relating to the Work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CLIENT:

VILLAGE OF RUIDOSO
313 Cree Meadows Drive
Ruidoso, NM 88346
(575) 258-4343
Federal Tax ID Number:

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, New Mexico 88011
Tel. (575) 647-0799
Federal Tax ID Number: 85-0336964

By:  _____

Name: Marty Howell, P.E.

Title: President

Date: 10April2025

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design Services to Village of Ruidoso (Owner) for a demolition of the existing backwash tanks, installation of a new hydropneumatics tank at Plant No.1, a combination air valve, a check valve, and hydrant reconnections including appurtenances. SMA proposes to complete the following scope of work.

Project Management

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

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

2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.
3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of six (6) months.

Preliminary Design Phase Services

4. **Property/Easement Research:** SMA will research County Right-of-Way Maps, and will research County plat records for adjacent properties and for existing easements shown on plats that may be applicable to the project. Included are the copying and related costs charged by the County for this research. SMA has not included a title search or warranty deed/easement research in this scope of services.
5. **As-built Research:** SMA will go through the Owner's available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
6. **Utility Coordination:** SMA will submit a design conference ticket and a design locate to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project. SMA will follow-up with utilities that do not respond to the design conference ticket up to two times before proceeding with the design without the utility information. SMA has not included physical utility location (potholing) nor associated mapping in this scope of services.

Exhibit A

Preliminary Design, Final Design Services

Scope of Services

SMA shall not be held responsible for costs (typically change order costs) associated with utilities that are not marked despite SMA's efforts to obtain the existing utility information.

7. **Topographical Survey:** SMA will perform a topographical survey of the project area. This survey will identify the approximate locations of property boundaries and easements based on occupation lines, but will not include a boundary survey of these properties. The survey will collect utility markings from the 811 design locate.
8. **Design of Waterline Plan:** SMA will prepare a pre-final horizontal alignment design for the waterline valves incorporating the data from the as-built research, the utility coordination and the property and easement research.
9. **Prepare Plans:** SMA will prepare a pre-final set of plans to include the design elements above and a Cover Sheet, General Notes, Overall Map with Survey Control, Demolition Plan, Standard Details, and Standard Construction Traffic Control Sheets.
10. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the pre-final design of the waterline(s) is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.
11. **Prepare Contract Documents and Specifications:** SMA will prepare contract documents utilizing the Engineers Joint Contract Documents Committee (EJCDC) standard contract. This task includes modifying the standard contract for this project, and preparing a bid schedule. SMA will also prepare technical specifications to cover work included in the project.
12. **Submission to Agency:** SMA will submit the pre-final plans, contract documents and technical specifications (Construction Documents) to the following Agency for their review concurrent with the design review with the Owner:
 - a. NMED-DWB – SMA will follow the NMED-Drinking Water Bureau (DWB) construction application checklist to prepare the Application for Construction or Modification of Public Water Supply System. The Owner will need to provide all the information requested by NMED-DWB that is not part of the proposed project. SMA understands that NMED-DWB approval is not required for pipeline projects.

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

13. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will submit an electronic copy of the pre-final Construction Documents and the EOPCC via email** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles, and connections for the waterline(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey. The meeting is also intended to get Owner input on the standard details and to identify any Owner concerns related to operation and maintenance.

Final Design Phase Services

14. **Revisions to Construction Documents:** SMA will revise the Construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner and Agency reviews.

Exhibit A

Preliminary Design, Final Design Services

Scope of Services

The contract documents will be updated to include applicable wage rates as required by the Funding Agency.

- 15. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
- 16. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agency as needed based on review comments received.
- 17. **Production:** SMA will produce a final plan set on 24" x 36" bond, and a final unbound set of the contract documents and specifications. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. **SMA will deliver three (3) hardcopies of the final Construction Documents and the EOPCC (and one digital pdf copy)** to the Owner after production.

Schedule

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

<u>Task</u>	<u>Duration (calendar days)</u>
List of data needed from Owner	7 days from contract execution
Preliminary Design Phase Services	90 days from the receipt of Owner data
Final Design Phase Services	30 days from the receipt of Agency and Owner comments

Compensation

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

<u>Task</u>	<u>Cost</u>
Field Survey and Mapping	\$23,410.00
Preliminary Design	\$40,369.00
Final Design	\$21,127.00
TOTALS	\$84,906.00

Assumptions

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

- 1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
- 2. SMA assumes that the Owner holds titles or easements to any properties required for the project. SMA assumes that the Owner will provide copies of the warranty deeds, plats, and easement documents to SMA. A title search, warranty deed research, easement research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need

Exhibit A

Preliminary Design, Final Design Services

Scope of Services

- to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes that the Owner will provide operations staff to open or otherwise provide access to the existing facilities that need to be surveyed.
 4. SMA assumes that there will not be any additional environmental clearance work required. If additional environmental clearance work will be required, SMA will negotiate a fee for the additional work required.
 5. SMA assumes that there are no geotechnical conditions that will require special design considerations (corrosive soils, shallow groundwater, rock excavation). If such conditions are discovered by the geotechnical investigation, SMA will alert the Owner and a fee will be negotiated with the Owner to cover the additional engineering required to mitigate the geotechnical conditions.
 6. SMA assumes the Owner will secure a Site Certificate from their attorney if required by the funding agency to confirm property ownership for the property.
 7. SMA assumes that the Owner knows the location of their existing utilities and can mark the locations within allowable 811 tolerances (typically within 18 inches).
 8. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
 9. SMA assumes that the Owner does not have an existing Supervisory Control and Data Acquisition (SCADA) system or that the proposed improvements will need to be tied into an existing SCADA system.
 10. SMA did not include Bid, Construction, or Construction Observation Phase Services in this Scope of Services. SMA will negotiate the scope and fee for these services at a later date.

Summary of Cost Proposal

Souder, Miller & Associates

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

Project Description: Village of Ruidoso Tank Rehab Project Phase II
Project Number: 6331008
Owner: Village of Ruidoso
Date of Submittal: April 10, 2025
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Field Survey and Mapping	\$23,410.00	\$1,916.69	\$25,326.69
Preliminary Design	\$40,369.00	\$3,305.21	\$43,674.21
Final Design	\$21,127.00	\$1,729.77	\$22,856.77
TOTALS	\$84,906.00	\$6,951.68	\$91,857.68

EXHIBIT B.2 - COST PROPOSAL

Souder, Miller & Associates

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

DESIGN PHASE - BASIC ENGINEERING SERVICES

Project Description: Village of Ruidoso Tank Rehab Project Phase II
Project Number: 6331008
Owner: Village of Ruidoso
Date of Submittal: April 10, 2025
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

Job Description	Principal	Principal	Project	Staff	Staff	Eng/CAD	Eng/CAD	Eng/CAD	Admin IV	GPS	Mileage	Expenses	1/2 Day	Per Diem	Total	Sub	Total
	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit	Rate per Unit
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	HR	Mi	Actual	Days	Days	\$	\$	\$
Field Survey and Mapping																	
Survey Plan / Instructions	2	2		2		2									\$ 1,540	\$ -	\$ 1,540
Survey Research:																	
Utility Locations		3		3		3									\$ 1,560	\$ -	\$ 1,560
Right of Way / Easements		3													\$ 750	\$ -	\$ 750
Perform Field Research		3		4											\$ 1,290	\$ -	\$ 1,290
Perform Field Survey						13		13		13	364	150			\$ 3,720	\$ -	\$ 3,720
Traffic Control						3		3				500			\$ 1,175	\$ -	\$ 1,175
Establish Utility & R/W Location		3													\$ 750	\$ -	\$ 750
Establish Control Points		3				3		3		3					\$ 1,515	\$ -	\$ 1,515
Download Data / tins & contours		3		5		5									\$ 2,100	\$ -	\$ 2,100
Prepare Mapping		5		7		13									\$ 3,950	\$ -	\$ 3,950
Survey Control	2	7						13							\$ 3,810	\$ -	\$ 3,810
Verify Accuracy of Survey	2	3													\$ 1,250	\$ -	\$ 1,250
Subtotal Hours:	6	35	0	21	0	42	13	19	0	16	364	650	0	0	\$ 9,010	\$ -	\$ 23,410
Subtotal Cost:	\$ 1,500	\$ 8,750	\$ -	\$ 2,835	\$ -	\$ 5,670	\$ 1,560	\$ 1,710	\$ -	\$ 480	\$ 255	\$ 650	\$ -	\$ -	\$ 23,410	\$ -	\$ 23,410
Preliminary Design																	
Kick-off Meeting		2	2		2		2								\$ 1,320	\$ -	\$ 1,320
Ongoing Project Management	4	4	5		0				0						\$ 2,825	\$ -	\$ 2,825
Invoicing	4	4							7						\$ 2,910	\$ -	\$ 2,910
As-built Research			3												\$ 495	\$ -	\$ 495
Utility Coordination		3			9						224				\$ 2,032	\$ -	\$ 2,032
Design Plans																	
Index / Cover / Notes / Key Map	0	2	0		9		17								\$ 3,665	\$ -	\$ 3,665
Site Plans	0	5	0		9		17								\$ 4,415	\$ -	\$ 4,415
Details	0	5	0		9		17								\$ 4,415	\$ -	\$ 4,415
Traffic Control	0	1	0		4		7								\$ 1,590	\$ -	\$ 1,590
Engineer's Opinion of Probable Construction Cost (EOPCC)	0	1	5		9										\$ 2,200	\$ -	\$ 2,200
Prepare Contract Documents and Specifications	0	5	9		13										\$ 4,360	\$ -	\$ 4,360
QAQC	9	3	5		11		11								\$ 6,520	\$ -	\$ 6,520
Submission to Agency(ies)		2	2		3							100			\$ 1,305	\$ -	\$ 1,305
Design Review with Owner		4	4		4						224				\$ 2,317	\$ -	\$ 2,317
Subtotal Hours:	17	41	35	0	82	0	71	0	7	0	448	100	0	0	\$ 40,369	\$ -	\$ 40,369
Subtotal Cost:	\$ 4,250	\$ 10,250	\$ 5,775	\$ -	\$ 10,250	\$ -	\$ 8,520	\$ -	\$ 910	\$ -	\$ 314	\$ 100	\$ -	\$ -	\$ 40,369	\$ -	\$ 40,369
Final Design																	
Ongoing Project Management	2	2	2		0				0						\$ 1,330	\$ -	\$ 1,330
Invoicing	2	2							3						\$ 1,390	\$ -	\$ 1,390
Revisions to Design Plans																	
Index / Cover / Notes / Key Map	0	0	3		5		5								\$ 1,720	\$ -	\$ 1,720
Site Plans	0	5	5		5		9								\$ 3,780	\$ -	\$ 3,780
Details	0	5	5		9		5								\$ 3,800	\$ -	\$ 3,800
Traffic Control	0	0	2		2		4								\$ 1,060	\$ -	\$ 1,060
Revisions to EOPCC	0	1	3		5										\$ 1,370	\$ -	\$ 1,370
Revisions to Construction Documents	0	3	5		9										\$ 2,700	\$ -	\$ 2,700
Design Review with Owner		4	4		4						224				\$ 2,317	\$ -	\$ 2,317
Resubmittal		2			3							50			\$ 925	\$ -	\$ 925
Production					3		3								\$ 735	\$ -	\$ 735
Subtotal Hours:	4	24	29	0	45	0	26	0	3	0	224	50	0	0	\$ 21,127	\$ -	\$ 21,127
Subtotal Cost:	\$ 1,000	\$ 6,000	\$ 4,785	\$ -	\$ 5,625	\$ -	\$ 3,120	\$ -	\$ 390	\$ -	\$ 157	\$ 50	\$ -	\$ -	\$ 21,127	\$ -	\$ 21,127

Total Cost of Design Phase Services: \$ 84,905