

# THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

September 02, 2022

SOUDER MILLER & ASSOCIATES  
5454 VENICE AVENUE NE, SUITE D  
ALBUQUERQUE, NEW MEXICO 87113

ATTENTION: ANDREW ROBERTSON / VICE PRESIDENT

REFERENCE: 164 Review 018960/Modification 9

Dear Andrew:

Attached please find your copy of the approved Modification 9 (CO10854) with the Navajo Nation Division of Natural Resources. The Modification increases the contract budget by \$200,000.00. All other terms and conditions remain unchanged and fully enforced.

The above contract number must be referenced on all invoices, documents, and correspondence as it relates to this contract.

Should you have any questions, please contact Jason John at 928-729-4004.

Sincerely,

A handwritten signature in cursive script, appearing to read "Darlene Begay".

Darlene Begay, Senior Accountant  
OOC – Contract Administration

xc: Jason John, DNR  
Contract Folder: CO10854

SEP 8 2022

NAVAJONATION OFFICE OF THE CONTROLLER

POST OFFICE BOX 3150 · WINDOW ROCK, AZ 86515 · PHONE: (928)871-6308 · FAX: (928)871-6026

**Budget for Mod 9, Contract No. C010854**  
**Baca Prewitt Water System Development Project**

FIRM NAME :Souder, Miller & Associates  
 ADDRESS :5454 Venice Avenue NE, Suite D  
           :Albuquerque, NM 87113  
 TELEPHONE NO. :505-299-0942  
 EMPLOYER'S TAX ID NO :85-0336964

FOR THE PERIOD:       Beginning: September 1, 2014  
                           Ending:   December 31, 2023

**FUNDING SOURCES:**

<u>Items (incl.applicable taxes)</u>	<u>Account Number</u>	<u>Item Total</u>
Original Contract	K110739.6840 (USBOR)	\$ 48,562.00
	115009.6840 (General Fund)	\$ 51,438.00
Amendment No. 1	Time Extension	\$ 0.00
Amendment No. 2	Time Extension	\$ 0.00
Amendment No. 3	K163064 (NMIAD)	\$ 390,000.00
Amendment No. 4	N01356 (NN Permanent Trust Fund)	\$ 300,000.00
Amendment No. 5	No Cost Time Extension	\$ 0.00
Amendment No. 6	415003.6865	\$ 250,000.00
Amendment No. 7	No Cost Time Extension	\$ 0.00
Amendment No. 8	No Cost Time Extension	\$ 0.00
<u>Contract Amount prior to Amendment No. 9</u>		<u>\$ 1,040,000.00</u>

**AMENDMENT NO. 9**

NN Permanent Trust Fund	N01356	\$ 141,509.43
	6% Navajo Nation Tax	\$ 8,490.57
<b>Total from Business Unit No. N01356.8545</b>		<b>\$ 150,000.00</b>
US Treasury CARES	K211542	\$ 47,169.81
	6% Navajo Nation Tax	\$ 2,830.19
<b>Total from Business Unit No. K211542.6865</b>		<b>\$ 50,000.00</b>

**BUDGET SUMMARY INCLUDING AMENDMENT 9**

Total Contract Amount prior to Amendment 9 Including Tax	\$ 1,040,000.00
Total Contract Increase for Amendment 9 including Tax	<u>\$ 200,000.00</u>
<b>NEW CONTRACT AMOUNT AFTER AMENDMENT NO. 9</b>	<b>\$1,240,000.00</b>

**BUDGET JUSTIFICATION FORMULA:**

Please refer to the attached Contract Amendment No. 9 for Engineering Services and Construction Management for further Budget details.

FUNDING SOURCE:

FEDERAL:	08%
NAVAJO NATION	61%
NM	<u>31%</u>
	100%

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 1, 2014.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 9**

**1. Background Data:**

- a. Effective Date of Owner-Engineer Agreement: September 1, 2014
- b. Previous End Date of Owner-Engineer Agreement: December 31, 2023
- c. Owner: The Navajo Nation
- d. Engineer: Miller Engineers, Inc. d/b/a Souder, Miller & Associates
- e. Project: Baca/Prewitt Water System Development Project

**2. Description of Modifications:**

- a. Engineer (herein also referred to as SMA) shall perform or furnish the following Additional Services:

Engineer shall provide professional services during construction for a new well house and site piping for the Baca / Thoreau water system. Additional project management, additional construction administration and additional resident project representative services are required by Engineer to monitor the newly added construction scope awarded to contractor via Change Order.

- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, is modified as follows:

Engineer shall perform the following additional tasks:

**Task 1: Project Management and Design Review Meetings**

- a) SMA will provide general project management, invoicing, project funding assistance, reporting, and closeout.
- b) SMA will provide monthly progress updates by email to the NNWMB and the Thoreau Chapter.

**Task 2: Additional Construction Administration and Management**

- a) SMA will provide administration and management services during construction, including review and recommendation of coordination with client and contractor, pre-construction conference, monthly progress meetings, contractors pay applications, field observations by engineer, responses to requests for information, review of submittals, complete field orders and change orders as necessary, preliminary and final walk-throughs, issuing and verification of completion of punch

list items, and project startup, attend 11 month warrantee inspection, and closeout requirements.

Task 3: Additional Resident Project Representative Services for Construction

- a) SMA will provide additional Resident Project Representative Services during construction phase.
- b) SMA will provide full time construction observation during installation of underground facilities, and milestone inspection for above ground facilities.
- c) SMA will make daily site visits, when required, in order to observe the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and observations, SMA shall determine in general if such work is proceeding in accordance with contract documents and technical specifications (including documentation of field quality control requirements) and shall keep NNWMB informed of the progress of the work.
- d) SMA will verify the quantities in applications for payment and accompanying support documentation and advise of the amounts that the contractor should be paid. SMA will verify and document contractor submittals are in accordance with the technical specification, material received is per the submittals, material installed, tested and measured per the technical specifications.

Assumptions included in the above Scope of Services:

- 1. Total construction period will not exceed four (4) additional months, five (5) days per week, at eight (8) hours per day, which includes drive time and report preparation time.
- 2. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety.
- c. The responsibilities of Owner are modified as follows:
  - 1. N/A
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

A Lump Sum amount of \$200,000.00 based on the following estimated distribution of compensation, including 6% Navajo Nation sales tax (\$188,679.25+ \$11,320.75 tax):

Task 1: Project Management / Design Reviews	\$15,000.00 (including tax)
Task 2: Additional Construction Administration	\$15,000.00 (including tax)
Task 3: Additional Resident Project Representative Services	\$170,000.00 (including tax)
<b>Total:</b>	<b>\$200,000.00 (including tax)</b>

Total Contract Amount prior to Amendment No. 9 (incl. tax): \$1,040,000  
Total Contract Increase for this Amendment No. 9 (incl. tax): \$ 200,000

**NEW CONTRACT AMOUNT AFTER THIS AMENDMENT NO 6: \$1,240,000**

e. The schedule for rendering services is modified as follows:

The expiration date of the contract shall remain as December 31, 2023.

**3. Agreement Summary (Reference only)**

a. Original Agreement amount:	\$ 100,000.00
b. Net change for prior amendments:	\$ 1,040,000.00
c. This amendment amount:	\$ 200,000.00
d. Adjusted Agreement amount:	\$ 1,240,000.00

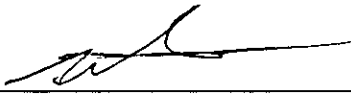
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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 shall be the date signed by Owner below.

OWNER: The Navajo Nation

ENGINEER: Souder, Miller & Associates

  
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By: Jonathan Nez

By: Andrew Robertson, P.E.

Title: President

Title: Vice President

Date Signed: 07.20.2022

Date Signed: 5/24/2022