AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING SERVICES

PROJECT: On-Call Engineering Design and Related Services

PROJECT LOCATION: TO BE DETERMINED

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2013 EDITION, Part A of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

THIS AGREEMENT is made and entered into on this _____day of _____, 2013, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), a New Mexico political subdivision, and MORRIS SURVEYING ENGINEERING, LLC, a Limited Liability Company licensed to do business in the State of New Mexico, (hereinafter referred to as the "Engineer").

Hereinafter "County":

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

Hereinafter "Engineer":

Morris Surveying Engineering, LLC
1216 Parkway Drive
Santa Fe, NM 87507
TELEPHONE: (505) 438-9100

RECITALS

WHEREAS, the County's Public Works Department requires the services of a professional licensed engineer to perform on-call civil engineering design and related services for projects for the County;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112, competitive sealed proposals were solicited via a formal Request for Proposal, RFP No. 2014-0030-PW/PL, for on-call civil engineering services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purpose of determining the most qualified Offerors, the County has determined the Engineer as one of the most responsive and highest rated Offerors;

WHEREAS, the County agrees to hire the Engineer, and the Engineer agrees to provide professional design and other related engineering services as required hereinafter for the "Project" as defined in Article 1. "Project Description" and in accordance with the terms and conditions set forth in this Agreement;

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

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

The "Project" is to provide on-call design and other related engineering services for a number of projects on an as needed basis determined by the County. The County, at its sole discretion, shall determine what projects are assigned to the Engineer. During the term of the Agreement, Project Assignment (Attachment 1) that includes a detailed Scope of Work and Project Schedule will be issued to the Engineer by the County. Upon receipt of a Project Assignment, the Engineer will be required to submit Exhibit A, Project Cost/Compensation and Schedule form and Exhibit F, Consultant List, if acceptable to the County, the Engineer will receive written Authorization to Proceed (Attachment 2).

2. SCOPE OF WORK

A. The Scope of Work as determined by the County will be included at time of issuance of each written project assignment to the Engineer.

B. Engineering services shall include, without limitation:

1) Roadway Design,

2) Traffic Analysis and Design,
3) Structural/Geotechnical Analysis and Design,
4) Drainage Analysis and Design,
5) Water Transmission and Distribution System Design,
6) Wastewater Process/Sanitary Engineering Design,
7) Water Treatment System Design,
8) Electrical/Mechanical Engineering,
9) Trail Design,
10) River Restoration,
11) Site Analysis and Site Plan Design.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Engineer shall be compensated as follows:

B. County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A Project Cost/Compensation and Schedule.

1) The total amount payable to the Engineer under this Agreement, exclusive of gross receipts tax, shall not exceed Five Hundred Thousand Dollars ($500,000.00) per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.
2) This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.

C. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B Engineer Pay Request Form, when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender

payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

D. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

E. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. TERM

The term of this Agreement shall be one (1) year. The County has the option to extend the term of this Agreement for three (3) additional years not to exceed a total of four (4) years. The County shall provide written notice of an extension to the Engineer at least sixty (60) days prior to the expiration of this Agreement or any extension thereof. An extension of the term of this Agreement shall be made by written amendment to this Agreement.

5. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Study and Report Phase.

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

B. Preliminary Design, Study and Report Phase

1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.

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

C. Final Design Phase

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

1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
2) Prepare a statement that identifies the need for additional data, surveys, or tests.
3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to be accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.

7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
8) Provide County with three (3) full sized and three (3) half size sets of the 100% construction plan, electronic copy of the Project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
2) Attend pre-bid conference and assist in preparing addenda.
3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
4) Identify any changes during the bidding or proposal process that may require addenda.
5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
6) Assist the County to issue addenda as required to all bidders or offerors.
7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

1) Participate in a pre-construction conference.
2) Provide a minimum of one (1) weekly or one (1) monthly on site observation(s) during the Construction Phase to protect the County against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the Scope of Work. The results of all on site observations shall be documented in field reports submitted to the County within seven (7) days of each site visit.
3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
4) Assist the County in reviewing change orders.

5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
6) Finalize "As-Built" plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

1) General. The Engineer shall submit to the County recommendations regarding the completion of the construction. The Engineer shall obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any contraction contractors record drawing. The Engineer shall obtain and deliver to the County a signed receipt for all materials turned over by the Contractor.
2) Eleven Month Inspection and Report. The Engineer shall eleven (11) months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the County with in seven (7) calendar days. The County through the Engineer shall notify the construction contractor of any corrective action noted in the report. The Engineer shall obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

6. REIMBURSABLES

A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the Project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in Exhibit A, Project Cost/Compensation and Schedule.

B. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

7. ADDITIONAL SERVICES

A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the County, and shall be paid for by the County as provided in paragraph 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.

B. Additional Services may include but are limited to the following.

1) Project Representative,
2) Life Cost,
3) Post Construction Analysis and Report,
4) Preliminary Engineering Report,
5) Special Testing,
6) Special Inspections,
7) Surveying,
8) Geotechnical,
9) Environmental Assessments,
10) Archaeological Studies,
11) Feasibility Studies.

8. EXHIBITS LIST

Exhibit A	Project Cost/Compensation, Schedule and Reimbursables
Exhibit B	Engineer Pay Request
Exhibit C	Amendment for Basic Services
Exhibit D	Amendment for Additional Services
Exhibit E	Amendment for Consultant Services
Exhibit F	Consultant List

9. ATTACHMENTS LIST

Attachment 1	Project Assignment - Scope of Work and Project Schedule
Attachment 2	Authorization to Proceed
Attachment 3	Fee Schedule (submitted by the Engineer)

SIGNATURE PAGE

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

SANTA FE COUNTY

_____
Kathleen S. Holian, Chair
Santa Fe County Board of Commissioners

Date: _____

ENGINEER

_____

Date: _____

FEDERAL TAX NO. 680581444

ATTEST

_____
Geraldine Salazar
Santa Fe County Clerk

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Stephen C. Ross
Santa Fe County Attorney

Date: 10/15/13

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Finance Director

Date: 10/15/13

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN SANTA FE COUNTY and ENGINEER FOR PROFESSIONAL SERVICES

2013 Edition, Part B of the Agreement

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.

1. SCOPE OF WORK

Engineer shall provide the services set forth in Part A Section 2 (Scope of Work) of this Agreement and as provided in Exhibit A.

2. EFFECTIVE DATE AND TERM

The Agreement shall, upon due execution by all parties, become effective as of the date first written in Part A and shall terminate one (1) year later with an option to renew an additional three (3) years, for a total of no more than four (4) years, unless earlier terminated pursuant to Section 5 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1, (Scope of Work) above and Section 5 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in

Section 3 (Compensation, Invoicing, and Set-Off) of Part A of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Engineer, shall be incorporated in written amendments to this Agreement.

4. TERMINATION

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

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

5. APPRORIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Engineer. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Engineer for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this

Agreement shall be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

B. Subcontracting. The Engineer shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

C. Personnel.

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

7. ASSIGNMENT

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

8. RELEASE

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

9. CONFIDENTIALITY

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

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

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

11. CONFLICT OF INTEREST

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

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

13. ENTIRE AGREEEMENT; INTEGRATION

The Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into the written Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Paragraph 8 EXHIBITS LIST and Paragraph 9 ATTACHMENTS LIST, in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes felony penalties for bribes, gratuities, and kickbacks.

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

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

18. RECORDS AND INSPECTIONS

A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer agrees to (i) maintain such books and records during the term of the Agreement for a period of six (6) years from the date of final payment under the Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer also agrees to require any subcontractor

it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six (6) years from the date of final payment under the subcontract:(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

A. Engineer shall defend, indemnify, and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Engineer's performance or non-performance of its obligations under this Agreement, including but not limited to Engineer's breach of any representation or warranty made herein.

B. County shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Engineer agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If in County's judgment, a conflict exists between the interests of County and Engineer such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Engineer.

C. Engineer's obligations under this section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

21. NOTICES

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

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Engineer: Morris Surveying Engineering, LLC.
1216 Parkway Drive
Santa Fe, NM 87507

22. ENGINEER'S REPRESENTATIONS AND WARRANTIES

A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.

B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.

C. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer.

23. LIMITATION OF LIABILITY

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

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

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

B. General Liability Insurance, Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than $1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work;

and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be named additional insured on the policy.

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

D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than $1,000,000.00 per occurrence, $2,000,000.00 per aggregate.

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Engineer shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

Engineer shall procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

27. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

28. NEW MEXICO TORT CLAIMS ACT

No provision of the Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees: at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Engineer agrees to compute and submit simultaneous and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

30. SURVIVAL

The provisions of following sections shall survive termination of the Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

PROJECT: _____

EXHIBIT A
PROJECT COST/COMPENSATION AND SCHEDULE

BASIC SERVICES			Date to be Completed
Study and Report Phase	10%	$0.00	Date or Weeks
Preliminary Design, Study and Report Phase	20%	$0.00	Date or Weeks
Final Design Phase (Construction Documents)	40%	$0.00	Date or Weeks
Bidding and Negotiation Phase	5%	$0.00	Date or Weeks
Construction Phase	20%	$0.00	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	5%	$0.00	Date or Weeks
Total Basic Services Amount	100%	$0.00	In lieu of dates duration in weeks may be substituted.

REIMBURSABLES		
LIST		$0.00
		$0.00
		$0.00
Total Reimbursable Amount (Not to exceed)		

ADDITIONAL SERVICES		
LIST SERVICES		$0.00
		$0.00
		$0.00
Total Additional Services Amount		$0.00

CONSULTANT SERVICES		
LIST SERVICES		
	$0.00	
		$0.00
		$0.00
Total Consultant Services Amount		$0.00
TOTAL SERVICES AMOUNT		**$0.00**

EXHIBIT B
ENGINEER PAY REQUEST FORM
SANTA FE COUNTY 102 GRANT AVENUE
P.O. BOX 276 SANTA FE NEW MEXICO 87504-0276

Engineer: _____ **Pay Request Statement No.**_____
Date: _____ **Work Order No.:**_____
SFC Construction Contract No.:_____ **Project Name:** _____

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Study and Report Phase	$	%	$	$	$	
Preliminary Design Phase	$	%	$	$	$	
Study and Report Phase		%	$	$	$	
Final Design Phase	$	%	$	$	$	
Bidding and Negotiation Phase	$	%	$	$	$	
Project Closeout and 11 Month Warranty Inspection	$	%	$	$	$	
Subtotal	$	%	$	$	$	
CONTRACT CHANGES						
REIMBURSABLE (If Allowed)*						
Type of Services	$	%	$	$	$	
Type of Services	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Subtotal	$	%	$	$		
ADDITIONAL SERVICES (If Allowed)**						
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%			$	
Subtotal	$	%	$	$	$	
Total	$	%	$	$	$	

* As per Paragraph 3, A 1). Compensation, Invoicing, and Set-off and Paragraph 5 Reimbursables of Part A of Agreement
**As per Paragraph 6 of Part A of the Agreement and Paragraph B,. Part B of Agreement - Additional Services

EXHIBIT C
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING BASIC SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

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

Justification for Basic Services (Required):

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

BASIC SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____ Date: _____

Stephen C. Ross
Santa Fe County Attorney

Finance Department Approval

_____ Date: _____

Teresa C. Martinez
Finance Director

Department Approval

_____ Date: _____

Name/Title

EXHIBIT D
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING ADDITIONAL SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part A Paragraph 6 and Part B. Paragraph 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Additional Services (scope of work and maximum compensation).
LIST SERVICES:

_____

Justification for Additional Services (Required):

_____

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

ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By:_____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

Finance Department Approval

_____
Teresa C. Martinez
Finance Director

Date: _____

Department Approval

_____
Name/Title

Date: _____

EXHIBIT E
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR CONSULTANT ADDITIONAL SERVICES

PROJECT _____ **PROJECT NO.**_____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with PART B. Section 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Consultant, the Consultant is authorized to provide the following additional services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

Basic Services Compensation Amount	$0.00
Reimbursable Amount (If Applicable)	$0.00
Consultation Services Amount (If Applicable)	$0.00
Additional Services Amount*	$0.00
Total New Agreement Amount	**$0.00**

CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____
Katherine Miller. County Manager

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY:

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL:

_____
Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

DEPARTMENT APPROVAL:

_____
Name/Title

Date: _____

EXHIBIT F
SANTA FE COUNTY
CONSULTANT LIST

PROJECT NAME: _____
CONTRACT NO.:_____

CIVIL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**TRAIL DESIGN SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
ARCHITECTURAL SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**SURVEYING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
STRUCTURAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**GEOTECHNICAL SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
MECHANICAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**ESTIMATING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:

Project Name: _____

ATTACHMENT 1
PROJECT ASSIGNMENT
SCOPE OF WORK AND PROJECT SCHEDULE

SCOPE OF WORK

A. Basic Services

The project includes engineering design and related services to include: (Insert Scope of Work)

B. Additional Services

Additional Services include: (List Services)

C. Project Schedule

BASIC SERVICES	DATE TO BE COMPLETED
Study and Report Phase	Date or Weeks*
Preliminary Design, Study and Report Phase	Date or Weeks
Final Design Phase (Construction Documents)	Date or Weeks
Bidding and Negotiation Phase	Date or Weeks
Construction Phase	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	Date or Weeks

*In lieu of dates duration in weeks may be substituted.

PROJECT: _____

ATTACHMENT 2

AUTHORIZATION TO PROCEED

ATTACHMENT 3

ENGINEER FEE SCHEDULE

MORRIS
surveying | engineering

Hourly Rate Schedule
Santa Fe County On-Call Engineering
2013

*	Professional Engineer	$ 125.00
*	Engineer in Training (EIT)	$ 90.00
*	Engineering Design Technician	$ 80.00
*	CAD Drafter	$ 60.00
*	Secretarial	$ 50.00

AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING SERVICES

PROJECT: On-Call Engineering Design and Related Services

PROJECT LOCATION: TO BE DETERMINED

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2013 EDITION, Part A of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

THIS AGREEMENT is made and entered into on this _____day of _____, 2013, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), a New Mexico political subdivision, and SOUDER MILLER AND ASSOCIATES, an incorporated company licensed to do business in the State of New Mexico, (hereinafter referred to as the "Engineer").

Hereinafter "County":

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

Hereinafter "Engineer":

Souder Miller and Associates
1201 Parkway Drive
Santa Fe, NM 87507
TELEPHONE: (505) 473-9211

RECITALS

WHEREAS, the County's Public Works Department requires the services of a professional licensed engineer to perform on-call civil engineering design and related services for projects for the County;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112, competitive sealed proposals were solicited via a formal Request for Proposal, RFP No. 2014-0030-PW/PL, for on-call civil engineering services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purpose of determining the most qualified Offerors, the County has determined the Engineer as one of the most responsive and highest rated Offerors;

WHEREAS, the County agrees to hire the Engineer, and the Engineer agrees to provide professional design and other related engineering services as required hereinafter for the "Project" as defined in Article 1. "Project Description" and in accordance with the terms and conditions set forth in this Agreement;

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

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

The "Project" is to provide on-call design and other related engineering services for a number of projects on an as needed basis determined by the County. The County, at its sole discretion, shall determine what projects are assigned to the Engineer. During the term of the Agreement, Project Assignment (Attachment 1) that includes a detailed Scope of Work and Project Schedule will be issued to the Engineer by the County. Upon receipt of a Project Assignment, the Engineer will be required to submit Exhibit A, Project Cost/Compensation and Schedule form and Exhibit F, Consultant List, if acceptable to the County, the Engineer will receive written Authorization to Proceed (Attachment 2).

2. SCOPE OF WORK

A. The Scope of Work as determined by the County will be included at time of issuance of each written project assignment to the Engineer.

B. Engineering services shall include, without limitation:

1) Roadway Design,

2) Traffic Analysis and Design,
3) Structural/Geotechnical Analysis and Design,
4) Drainage Analysis and Design,
5) Water Transmission and Distribution System Design,
6) Wastewater Process/Sanitary Engineering Design,
7) Water Treatment System Design,
8) Electrical/Mechanical Engineering,
9) Trail Design,
10) River Restoration,
11) Site Analysis and Site Plan Design.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Engineer shall be compensated as follows:

B. County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A Project Cost/Compensation and Schedule.
   1) The total amount payable to the Engineer under this Agreement, exclusive of gross receipts tax, shall not exceed Five Hundred Thousand Dollars ($500,000.00) per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.
   2) This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.

C. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B Engineer Pay Request Form, when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender

payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

D. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

E. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. TERM

The term of this Agreement shall be one (1) year. The County has the option to extend the term of this Agreement for three (3) additional years not to exceed a total of four (4) years. The County shall provide written notice of an extension to the Engineer at least sixty (60) days prior to the expiration of this Agreement or any extension thereof. An extension of the term of this Agreement shall be made by written amendment to this Agreement.

5. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Study and Report Phase.

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

B. Preliminary Design, Study and Report Phase

1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.

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

C. Final Design Phase

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

1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
2) Prepare a statement that identifies the need for additional data, surveys, or tests.
3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to be accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.

7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
8) Provide County with three (3) full sized and three (3) half size sets of the 100% construction plan, electronic copy of the Project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
2) Attend pre-bid conference and assist in preparing addenda.
3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
4) Identify any changes during the bidding or proposal process that may require addenda.
5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
6) Assist the County to issue addenda as required to all bidders or offerors.
7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

1) Participate in a pre-construction conference.
2) Provide a minimum of one (1) weekly or one (1) monthly on site observation(s) during the Construction Phase to protect the County against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the Scope of Work. The results of all on site observations shall be documented in field reports submitted to the County within seven (7) days of each site visit.
3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
4) Assist the County in reviewing change orders.

5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
6) Finalize "As-Built" plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

1) General. The Engineer shall submit to the County recommendations regarding the completion of the construction. The Engineer shall obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any contraction contractors record drawing. The Engineer shall obtain and deliver to the County a signed receipt for all materials turned over by the Contractor.
2) Eleven Month Inspection and Report. The Engineer shall eleven (11) months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the County with in seven (7) calendar days. The County through the Engineer shall notify the construction contractor of any corrective action noted in the report. The Engineer shall obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

6. REIMBURSABLES

A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the Project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in Exhibit A, Project Cost/Compensation and Schedule.

B. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

7. ADDITIONAL SERVICES

A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the County, and shall be paid for by the County as provided in paragraph 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.

B. Additional Services may include but are limited to the following.

1) Project Representative,
2) Life Cost,
3) Post Construction Analysis and Report,
4) Preliminary Engineering Report,
5) Special Testing,
6) Special Inspections,
7) Surveying,
8) Geotechnical,
9) Environmental Assessments,
10) Archaeological Studies,
11) Feasibility Studies.

8. EXHIBITS LIST

Exhibit A	Project Cost/Compensation, Schedule and Reimbursables
Exhibit B	Engineer Pay Request
Exhibit C	Amendment for Basic Services
Exhibit D	Amendment for Additional Services
Exhibit E	Amendment for Consultant Services
Exhibit F	Consultant List

9. ATTACHMENTS LIST

Attachment 1	Project Assignment - Scope of Work and Project Schedule
Attachment 2	Authorization to Proceed
Attachment 3	Fee Schedule (submitted by the Engineer)

SIGNATURE PAGE

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

SANTA FE COUNTY

_____
Kathy S. Holian, Chair
Santa Fe County Board of Commissioners

Date: _____

ENGINEER

_____

Date: _____

FEDERAL TAX NO. 85-0336964

ATTEST

_____
Geraldine Salazar
Santa Fe County Clerk

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Stephen C. Ross
Santa Fe County Attorney

Date: 10/15/13

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Finance Director

Date: 10/15/13

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN SANTA FE COUNTY and ENGINEER FOR PROFESSIONAL SERVICES

2013 Edition, Part B of the Agreement

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.

1. SCOPE OF WORK

Engineer shall provide the services set forth in Part A Section 2 (Scope of Work) of this Agreement and as provided in Exhibit A.

2. EFFECTIVE DATE AND TERM

The Agreement shall, upon due execution by all parties, become effective as of the date first written in Part A and shall terminate one (1) year later with an option to renew an additional three (3) years, for a total of no more than four (4) years, unless earlier terminated pursuant to Section 5 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1, (Scope of Work) above and Section 5 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in

Section 3 (Compensation, Invoicing, and Set-Off) of Part A of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Engineer, shall be incorporated in written amendments to this Agreement.

4. TERMINATION

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

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

5. APPRORIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Engineer. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Engineer for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this

and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be named additional insured on the policy.

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

D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than $1,000,000.00 per occurrence, $2,000,000.00 per aggregate.

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Engineer shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

Engineer shall procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

27. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

28. NEW MEXICO TORT CLAIMS ACT

No provision of the Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees: at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Engineer agrees to compute and submit simultaneous and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

30. SURVIVAL

The provisions of following sections shall survive termination of the Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

To the Engineer: Souder Miller and Associates
1201 Parkway Drive
Santa Fe, NM 87507

22. ENGINEER'S REPRESENTATIONS AND WARRANTIES

A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.

B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.

C. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer.

23. LIMITATION OF LIABILITY

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

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

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

B. General Liability Insurance, Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than $1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work;

it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six (6) years from the date of final payment under the subcontract:(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

A. Engineer shall defend, indemnify, and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Engineer's performance or non-performance of its obligations under this Agreement, including but not limited to Engineer's breach of any representation or warranty made herein.

B. County shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Engineer agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If in County's judgment, a conflict exists between the interests of County and Engineer such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Engineer.

C. Engineer's obligations under this section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

21. NOTICES

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

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

15. NOTICE OF PENALTIES

The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes felony penalties for bribes, gratuities, and kickbacks.

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

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

18. RECORDS AND INSPECTIONS

A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer agrees to (i) maintain such books and records during the term of the Agreement for a period of six (6) years from the date of final payment under the Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer also agrees to require any subcontractor

9. CONFIDENTIALITY

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

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

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

11. CONFLICT OF INTEREST

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

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

13. ENTIRE AGREEEMENT; INTEGRATION

The Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into the written Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Section 8 EXHIBITS LIST and Section 9 ATTACHMENTS LIST, in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Agreement shall be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

B. Subcontracting. The Engineer shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

C. Personnel.

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

7. ASSIGNMENT

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

8. RELEASE

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

PROJECT: _____

EXHIBIT A
PROJECT COST/COMPENSATION AND SCHEDULE

BASIC SERVICES			Date to be Completed
Study and Report Phase	10%	$0.00	Date or Weeks
Preliminary Design, Study and Report Phase	20%	$0.00	Date or Weeks
Final Design Phase (Construction Documents)	40%	$0.00	Date or Weeks
Bidding and Negotiation Phase	5%	$0.00	Date or Weeks
Construction Phase	20%	$0.00	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	5%	$0.00	Date or Weeks
Total Basic Services Amount	100%	$0.00	In lieu of dates duration in weeks may be substituted.

REIMBURSABLES	
LIST	$0.00
	$0.00
	$0.00
Total Reimbursable Amount (Not to exceed)	

ADDITIONAL SERVICES	
LIST SERVICES	$0.00
	$0.00
	$0.00
Total Additional Services Amount	$0.00

CONSULTANT SERVICES		
LIST SERVICES		
	$0.00	
		$0.00
		$0.00
Total Consultant Services Amount		$0.00

TOTAL SERVICES AMOUNT	**$0.00**

EXHIBIT B
ENGINEER PAY REQUEST FORM
SANTA FE COUNTY 102 GRANT AVENUE
P.O. BOX 276 SANTA FE NEW MEXICO 87504-0276

Engineer: _____ **Pay Request Statement No.**_____
Date: _____ **Work Order No.:**_____
SFC Construction Contract No.:_____ **Project Name:** _____

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Study and Report Phase	$	%	$	$	$	
Preliminary Design Phase	$	%	$	$	$	
Study and Report Phase		%	$	$	$	
Final Design Phase	$	%	$	$	$	
Bidding and Negotiation Phase	$	%	$	$	$	
Project Closeout and 11 Month Warranty Inspection	$	%	$	$	$	
Subtotal	$	%	$	$	$	
CONTRACT CHANGES						
REIMBURSABLE (If Allowed)*						
Type of Services	$	%	$	$	$	
Type of Services	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Subtotal	$	%	$	$		
ADDITIONAL SERVICES (If Allowed)**						
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%			$	
Subtotal	$	%	$	$	$	
Total	$	%	$	$	$	

* As per Paragraph 3, A 1). Compensation, Invoicing, and Set-off and Paragraph 5 Reimbursables of Part A of Agreement
**As per Paragraph 6 of Part A of the Agreement and Paragraph B,. Part B of Agreement - Additional Services

EXHIBIT C
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING BASIC SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

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

Justification for Basic Services (Required):

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

BASIC SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____ Date: _____
Stephen C. Ross
Santa Fe County Attorney

Finance Department Approval

_____ Date: _____
Teresa C. Martinez
Finance Director

Department Approval

_____ Date: _____
Name/Title

EXHIBIT D
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING ADDITIONAL SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part A Paragraph 6 and Part B. Paragraph 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Additional Services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

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

ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By:_____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

Finance Department Approval

_____
Teresa C. Martinez
Finance Director

Date: _____

Department Approval

_____
Name/Title

Date: _____

EXHIBIT E
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR CONSULTANT ADDITIONAL SERVICES

PROJECT _____ **PROJECT NO.** _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with PART B. Section 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Consultant, the Consultant is authorized to provide the following additional services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

Basic Services Compensation Amount	$0.00
Reimbursable Amount (If Applicable)	$0.00
Consultation Services Amount (If Applicable)	$0.00
Additional Services Amount*	$0.00
Total New Agreement Amount	**$0.00**

CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____
Katherine Miller, County Manager

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY:

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL:

_____
Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

DEPARTMENT APPROVAL:

_____
Name/Title

Date: _____

EXHIBIT F
SANTA FE COUNTY
CONSULTANT LIST

PROJECT NAME: _____
CONTRACT NO.:_____

CIVIL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**TRAIL DESIGN SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
ARCHITECTURAL SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**SURVEYING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
STRUCTURAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**GEOTECHNICAL SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
MECHANICAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**ESTIMATING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:

Project Name: _____

ATTACHMENT 1
PROJECT ASSIGNMENT
SCOPE OF WORK AND PROJECT SCHEDULE

SCOPE OF WORK

A. Basic Services

The project includes engineering design and related services to include: (Insert Scope of Work)

B. Additional Services

Additional Services include: (List Services)

C. Project Schedule

BASIC SERVICES	DATE TO BE COMPLETED
Study and Report Phase	Date or Weeks*
Preliminary Design, Study and Report Phase	Date or Weeks
Final Design Phase (Construction Documents)	Date or Weeks
Bidding and Negotiation Phase	Date or Weeks
Construction Phase	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	Date or Weeks

*In lieu of dates duration in weeks may be substituted.

PROJECT: _____

ATTACHMENT 2

AUTHORIZATION TO PROCEED

ATTACHMENT 3

ENGINEER FEE SCHEDULE

SOUDER, MILLER & ASSOCIATES

2013 FEE SCHEDULE

Rates for services, unless otherwise provided by contract, are as follows:

PROFESSIONAL SERVICES	
Principal	$ 162.00 per hour
Senior Design Manager	$ 147.00 per hour
Senior Engineer/Scientist/Surveyor/Manager II	$ 135.00 per hour
Senior Engineer/Scientist/Surveyor/Manager I	$ 120.00 per hour
Project Engineer/Scientist/Surveyor/Manager II	$ 105.00 per hour
Project Engineer/Scientist/Surveyor/Manager I	$ 92.00 per hour
Staff EIT/LSIT/Scientist II	$ 87.00 per hour
Staff EIT/LSIT/Scientist I	$ 78.00 per hour
Senior Engineering/Design/Survey Tech V	$ 110.00 per hour
Senior Engineering/Design/Survey Tech IV	$ 95.00 per hour
Engineering/CAD/Design/Survey/Field Tech III	$ 80.00 per hour
Engineering/CAD/Design/Survey/Field Tech II	$ 70.00 per hour
Engineering/CAD/Design/Survey/Field Tech I	$ 59.00 per hour
Construction Observer Level III	$ 82.00 per hour
Construction Observer Level II	$ 74.00 per hour
Construction Observer Level I	$ 55.00 per hour
Project Assistant	$ 72.00 per hour
2 Man Survey Crew w/ GPS	$ 147.00 per hour
2 Man Survey Crew w/o GPS	$ 132.00 per hour
Administrative III	$ 95.00 per hour
Administrative II	$ 58.00 per hour
Administrative I	$ 38.00 per hour
EXPENSES	
Soil auger rental	$ 50.00 per day
Well sounder	$ 65.00 per day
pH meter	$ 20.00 per day
Conductivity meter	$ 45.00 per day
Survey equipment	
Basic Handheld (±15m) GPS unit	$ 35.00 per day
Robotic Total Station	$ 95.00 per day
Survey Grade GPS	$ 200.00 per day
Resource Grade GPS	$ 85.00 per day
Explosimeter	$ 40.00 per day
Digital camera	$ 20.00 per day
Four gas meter	$ 50.00 per day
Photo ionization detector (PID)	$ 65.00 per day
All project-specific supplies	actual cost
OTHER SERVICES	
Telephone/Facsimile/Postage	actual cost
Mileage	$ 0.565 per mile (or current IRS rate)
Per diem (not to exceed)	$ 123.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.)	actual cost
SUBCONTRACTED SERVICES	
Analytical Laboratories, Drilling Services & General Subcontractors	actual cost + 15% [10%] [5%]

Confirm mark-up on subcontractors with client and/or funding agency.

The standard rates identified herein are effective January 1, 2013 and will be adjusted annually and submitted to the Owner in the month of January to reflect equitable changes in the compensation payable to Engineer.

Applicable taxes will be added to all billable hours, expenses and other charges. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING SERVICES

PROJECT: On-Call Engineering Design and Related Services

PROJECT LOCATION: TO BE DETERMINED

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2013 EDITION, Part A of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

THIS AGREEMENT is made and entered into on this _____day of _____, 2013, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), a New Mexico political subdivision, and RIVERBED ENGINEERING, LLC, a limited liability company licensed to do business in the State of New Mexico, (hereinafter referred to as the "Engineer").

Hereinafter "County":

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

Hereinafter "Engineer":

Riverbed Engineering, LLC.
5929 Pauline St. NW
Albuquerque, NM 87107
TELEPHONE: (505) 344-3315

RECITALS

WHEREAS, the County's Public Works Department requires the services of a professional licensed engineer to perform on-call civil engineering design and related services for projects for the County;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112, competitive sealed proposals were solicited via a formal Request for Proposal, RFP No. 2014-0030-PW/PL, for on-call civil engineering services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purpose of determining the most qualified Offerors, the County has determined the Engineer as one of the most responsive and highest rated Offerors;

WHEREAS, the County agrees to hire the Engineer, and the Engineer agrees to provide professional design and other related engineering services as required hereinafter for the "Project" as defined in Article 1. "Project Description" and in accordance with the terms and conditions set forth in this Agreement;

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

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

The "Project" is to provide on-call design and other related engineering services for a number of projects on an as needed basis determined by the County. The County, at its sole discretion, shall determine what projects are assigned to the Engineer. During the term of the Agreement, Project Assignment (Attachment 1) that includes a detailed Scope of Work and Project Schedule will be issued to the Engineer by the County. Upon receipt of a Project Assignment, the Engineer will be required to submit Exhibit A, Project Cost/Compensation and Schedule form and Exhibit F, Consultant List, if acceptable to the County, the Engineer will receive written Authorization to Proceed (Attachment 2).

2. SCOPE OF WORK

A. The Scope of Work as determined by the County will be included at time of issuance of each written project assignment to the Engineer.

B. Engineering services shall include, without limitation:

1) Drainage Analysis and Design,

2) River Restoration,
3) Wetlands Analysis and Design,
4) Site Analysis and Site Plan Design.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Engineer shall be compensated as follows:

B. County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A Project Cost/Compensation and Schedule.

1) The total amount payable to the Engineer under this Agreement, exclusive of gross receipts tax, shall not exceed Five Hundred Thousand Dollars ($500,000.00) per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.
2) This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.

C. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B Engineer Pay Request Form, when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

D. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until

such time as the County determines the exact amount of damages it suffered as a result of the breach.

E. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. TERM

The term of this Agreement shall be one (1) year. The County has the option to extend the term of this Agreement for three (3) additional years not to exceed a total of four (4) years. The County shall provide written notice of an extension to the Engineer at least sixty (60) days prior to the expiration of this Agreement or any extension thereof. An extension of the term of this Agreement shall be made by written amendment to this Agreement.

5. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Study and Report Phase.

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

B. Preliminary Design, Study and Report Phase

1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.
2) Develop and complete a Development Plan for the area in schematic form for review with County. The plans shall allow for phased construction if necessary.
3) Upon approval of the schematic Development Plan documents by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within thirty (30) days of

authorization to proceed and review with the County. If necessary, revise Preliminary Design Phase documents in response to the County's comments.

4) From the approved Scope of Work, the Engineer shall produce a study consisting of drawings and other documents necessary to illustrate the general planning concepts, probable Engineering system, types of materials needed and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the project area. The Engineer shall brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
5) The Engineer shall obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing work on the Final Design Phase.

C. Final Design Phase

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

1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
2) Prepare a statement that identifies the need for additional data, surveys, or tests.
3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to be accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.
7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
8) Provide County with three (3) full sized and three (3) half size sets of the 100% construction plan, electronic copy of the Project specifications and

cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
2) Attend pre-bid conference and assist in preparing addenda.
3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
4) Identify any changes during the bidding or proposal process that may require addenda.
5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
6) Assist the County to issue addenda as required to all bidders or offerors.
7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

1) Participate in a pre-construction conference.
2) Provide a minimum of one (1) weekly or one (1) monthly on site observation(s) during the Construction Phase to protect the County against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the Scope of Work. The results of all on site observations shall be documented in field reports submitted to the County within seven (7) days of each site visit.
3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
4) Assist the County in reviewing change orders.
5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
6) Finalize "As-Built" plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

1) General. The Engineer shall submit to the County recommendations regarding the completion of the construction. The Engineer shall obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any contraction contractors record drawing. The Engineer shall obtain and deliver to the County a signed receipt for all materials turned over by the Contractor.
2) Eleven Month Inspection and Report. The Engineer shall eleven (11) months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the County with in seven (7) calendar days. The County through the Engineer shall notify the construction contractor of any corrective action noted in the report. The Engineer shall obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

6. REIMBURSABLES

A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the Project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in Exhibit A, Project Cost/Compensation and Schedule.

B. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

7. ADDITIONAL SERVICES

A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the County, and shall be paid for by the County as provided in paragraph 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.

B. Additional Services may include but are limited to the following.

1) Project Representative,
2) Life Cost Analysis,
3) Post Construction Analysis and Report,
4) Preliminary Engineering Report,

5) Special Testing,
6) Special Inspections,
7) Surveying,
8) Geotechnical,
9) Environmental Assessments,
10) Archaeological Studies,
11) Feasibility Studies.

8. EXHIBITS LIST

Exhibit A	Project Cost/Compensation, Schedule and Reimbursables
Exhibit B	Engineer Pay Request
Exhibit C	Amendment for Basic Services
Exhibit D	Amendment for Additional Services
Exhibit E	Amendment for Consultant Services
Exhibit F	Consultant List

9. ATTACHMENTS LIST

Attachment 1	Project Assignment - Scope of Work and Project Schedule
Attachment 2	Authorization to Proceed
Attachment 3	Fee Schedule (submitted by the Engineer)

SIGNATURE PAGE

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

SANTA FE COUNTY

_____
Kathleen S. Holian, Chair
Santa Fe County Board of Commissioners

Date: _____

ENGINEER

_____

Date: _____

FEDERAL TAX NO. 731645051

ATTEST

_____
Geraldine Salazar
Santa Fe County Clerk

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Stephen C. Ross
Santa Fe County Attorney

Date: 10/15/13

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Finance Director

Date: 10/15/13

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN SANTA FE COUNTY and ENGINEER FOR PROFESSIONAL SERVICES

2013 Edition, Part B of the Agreement

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.

1. SCOPE OF WORK

Engineer shall provide the services set forth in Part A Section 2 (Scope of Work) of this Agreement and as provided in Exhibit A.

2. EFFECTIVE DATE AND TERM

The Agreement shall, upon due execution by all parties, become effective as of the date first written in Part A and shall terminate one (1) year later with an option to renew an additional three (3) years, for a total of no more than four (4) years, unless earlier terminated pursuant to Section 5 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1, (Scope of Work) above and Section 5 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in

Section 3 (Compensation, Invoicing, and Set-Off) of Part A of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Engineer, shall be incorporated in written amendments to this Agreement.

4. TERMINATION

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

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

5. APPRORIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Engineer. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Engineer for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this

Agreement shall be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

B. Subcontracting. The Engineer shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

C. Personnel.

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

7. ASSIGNMENT

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

8. RELEASE

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

9. CONFIDENTIALITY

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

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

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

11. CONFLICT OF INTEREST

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

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

13. ENTIRE AGREEEMENT; INTEGRATION

The Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into the written Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Paragraph 8 EXHIBITS LIST and Paragraph 9 ATTACHMENTS LIST, in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes felony penalties for bribes, gratuities, and kickbacks.

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

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

18. RECORDS AND INSPECTIONS

A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer agrees to (i) maintain such books and records during the term of the Agreement for a period of six (6) years from the date of final payment under the Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer also agrees to require any subcontractor

it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six (6) years from the date of final payment under the subcontract:(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

A. Engineer shall defend, indemnify, and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Engineer's performance or non-performance of its obligations under this Agreement, including but not limited to Engineer's breach of any representation or warranty made herein.

B. County shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Engineer agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If in County's judgment, a conflict exists between the interests of County and Engineer such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Engineer.

C. Engineer's obligations under this section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

21. NOTICES

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

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Engineer: Riverbed Engineering, LLC
5929 Pauline Street NW
Albuquerque, NM 87107

22. ENGINEER'S REPRESENTATIONS AND WARRANTIES

A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.

B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.

C. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer.

23. LIMITATION OF LIABILITY

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

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

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

B. General Liability Insurance, Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than $1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work;

and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be named additional insured on the policy.

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

D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than $1,000,000.00 per occurrence, $2,000,000.00 per aggregate.

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Engineer shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

Engineer shall procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

27. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

28. NEW MEXICO TORT CLAIMS ACT

No provision of the Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees: at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Engineer agrees to compute and submit simultaneous and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

30. SURVIVAL

The provisions of following sectios shall survive termination of the Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

PROJECT: _____

EXHIBIT A
PROJECT COST/COMPENSATION AND SCHEDULE

BASIC SERVICES			Date to be Completed
Study and Report Phase	10%	$0.00	Date or Weeks
Preliminary Design, Study and Report Phase	20%	$0.00	Date or Weeks
Final Design Phase (Construction Documents)	40%	$0.00	Date or Weeks
Bidding and Negotiation Phase	5%	$0.00	Date or Weeks
Construction Phase	20%	$0.00	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	5%	$0.00	Date or Weeks
Total Basic Services Amount	100%	$0.00	In lieu of dates duration in weeks may be substituted.

REIMBURSABLES LIST	
	$0.00
	$0.00
	$0.00
Total Reimbursable Amount (Not to exceed)	

ADDITIONAL SERVICES LIST SERVICES	
	$0.00
	$0.00
	$0.00
Total Additional Services Amount	$0.00

CONSULTANT SERVICES LIST SERVICES		
	$0.00	
		$0.00
		$0.00
Total Consultant Services Amount		$0.00

TOTAL SERVICES AMOUNT	**$0.00**

EXHIBIT B
ENGINEER PAY REQUEST FORM
SANTA FE COUNTY 102 GRANT AVENUE
P.O. BOX 276 SANTA FE NEW MEXICO 87504-0276

Engineer: _____ **Pay Request Statement No.**_____
Date: _____ **Work Order No.:**_____
SFC Construction Contract No.:_____ **Project Name:** _____

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Study and Report Phase	$	%	$	$	$	
Preliminary Design Phase	$	%	$	$	$	
Study and Report Phase		%	$	$	$	
Final Design Phase	$	%	$	$	$	
Bidding and Negotiation Phase	$	%	$	$	$	
Project Closeout and 11 Month Warranty Inspection	$	%	$	$	$	
Subtotal	$	%	$	$	$	
CONTRACT CHANGES						
REIMBURSABLE (If Allowed)*						
Type of Services	$	%	$	$	$	
Type of Services	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Subtotal	$	%	$	$		
ADDITIONAL SERVICES (If Allowed)**						
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%			$	
Subtotal	$	%	$	$	$	
Total	$	%	$	$	$	

* As per Paragraph 3, A 1). Compensation, Invoicing, and Set-off and Paragraph 5 Reimbursables of Part A of Agreement
**As per Paragraph 6 of Part A of the Agreement and Paragraph B,. Part B of Agreement - Additional Services

EXHIBIT C
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING BASIC SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

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

Justification for Basic Services (Required):

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

BASIC SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____ Date: _____

Stephen C. Ross
Santa Fe County Attorney

Finance Department Approval

_____ Date: _____

Teresa C. Martinez
Finance Director

Department Approval

_____ Date: _____

Name/Title

EXHIBIT D
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING ADDITIONAL SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part A Paragraph 6 and Part B. Paragraph 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Additional Services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

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

ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

Finance Department Approval

_____
Teresa C. Martinez
Finance Director

Date: _____

Department Approval

_____
Name/Title

Date: _____

EXHIBIT E
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR CONSULTANT ADDITIONAL SERVICES

PROJECT _____ **PROJECT NO.**_____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with PART B. Section 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Consultant, the Consultant is authorized to provide the following additional services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

Basic Services Compensation Amount	$0.00
Reimbursable Amount (If Applicable)	$0.00
Consultation Services Amount (If Applicable)	$0.00
Additional Services Amount*	$0.00
Total New Agreement Amount	**$0.00**

CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____
Katherine Miller, County Manager

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY:

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL:

_____
Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

DEPARTMENT APPROVAL:

_____
Name/Title

Date: _____

EXHIBIT F
SANTA FE COUNTY
CONSULTANT LIST

PROJECT NAME: _____
CONTRACT NO.:_____

CIVIL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**TRAIL DESIGN SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
ARCHITECTURAL SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**SURVEYING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
STRUCTURAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**GEOTECHNICAL SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
MECHANICAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**ESTIMATING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:

Project Name: _____

ATTACHMENT 1
PROJECT ASSIGNMENT
SCOPE OF WORK AND PROJECT SCHEDULE

SCOPE OF WORK

A. Basic Services

The project includes engineering design and related services to include: (Insert Scope of Work)

B. Additional Services

Additional Services include: (List Services)

C. Project Schedule

BASIC SERVICES	DATE TO BE COMPLETED
Study and Report Phase	Date or Weeks*
Preliminary Design, Study and Report Phase	Date or Weeks
Final Design Phase (Construction Documents)	Date or Weeks
Bidding and Negotiation Phase	Date or Weeks
Construction Phase	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	Date or Weeks

*In lieu of dates duration in weeks may be substituted.

PROJECT: _____

ATTACHMENT 2

AUTHORIZATION TO PROCEED

ATTACHMENT 3

ENGINEER FEE SCHEDULE

Riverbend Engineering, LLC

Fee Schedule

Effective January 1st, 2012

LABOR COSTS:

PRINCIPAL ENGINEER	$110.00/HR
STAFF ENGINEER	$90.00/HR
STAFF BIOLOGIST	$85.00/HR
CIVIL ENGINEERING TECHNICIAN	$75.00/HR
CONSTRUCTION OBSERVER	$75.00/HR
CAD OPERATOR	$65.00/HR
CLERICAL	$55.00/HR
EXPERT WITNESS	$150.00/HR 4 HR. MINIMUM

MATERIAL COSTS AND REIMBURSABLE EXPENSES:

MILEAGE	$0.565/Mi
TRAVEL EXPENSES	Cost plus 10%
TELEPHONE & FAX	Cost plus tax
B & W PLOTS ON BOND	$1.00/SF
COLOR PLOTS ON BOND	$5.00/SF
PHOTOCOPIES	$0.10/EA
OTHER DIRECT EXPENSES	Cost plus 10%

AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING SERVICES

PROJECT: On-Call Engineering Design and Related Services

PROJECT LOCATION: TO BE DETERMINED

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2013 EDITION, Part A of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

THIS AGREEMENT is made and entered into on this _____day of _____, 2013, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), a New Mexico political subdivision, and HDR ENGINEERING, INC., an incorporated company licensed to do business in the State of New Mexico, (hereinafter referred to as the "Engineer").

Hereinafter "County":

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

Hereinafter "Engineer":

HDR Engineering, Inc.
2155 Louisiana Blvd. NE
Suite 9500
Albuquerque, NM 87110
TELEPHONE: (505) 830-5400

RECITALS

WHEREAS, the County's Public Works Department requires the services of a professional licensed engineer to perform on-call civil engineering design and related services for projects for the County;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112, competitive sealed proposals were solicited via a formal Request for Proposal, RFP No. 2014-0030-PW/PL, for on-call civil engineering services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purpose of determining the most qualified Offerors, the County has determined the Engineer as one of the most responsive and highest rated Offerors;

WHEREAS, the County agrees to hire the Engineer, and the Engineer agrees to provide professional design and other related engineering services as required hereinafter for the "Project" as defined in Article 1. "Project Description" and in accordance with the terms and conditions set forth in this Agreement;

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

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

The "Project" is to provide on-call design and other related engineering services for a number of projects on an as needed basis determined by the County. The County, at its sole discretion, shall determine what projects are assigned to the Engineer. During the term of the Agreement, Project Assignment (Attachment 1) that includes a detailed Scope of Work and Project Schedule will be issued to the Engineer by the County. Upon receipt of a Project Assignment, the Engineer will be required to submit Exhibit A, Project Cost/Compensation and Schedule form and Exhibit F, Consultant List, if acceptable to the County, the Engineer will receive written Authorization to Proceed (Attachment 2).

2. SCOPE OF WORK

A. The Scope of Work as determined by the County will be included at time of issuance of each written project assignment to the Engineer.

B. Engineering services shall include, without limitation:

1) Roadway Design,

2) Traffic Analysis and Design,
3) Structural/Geotechnical Analysis and Design,
4) Drainage Analysis and Design,
5) Water Transmission and Distribution System Design,
6) Wastewater Process/Sanitary Engineering Design,
7) Water Treatment System Design,
8) Electrical/Mechanical Engineering,
9) Trail Design,
10) River Restoration,
11) Site Analysis and Site Plan Design.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Engineer shall be compensated as follows:

B. County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A Project Cost/Compensation and Schedule.

1) The total amount payable to the Engineer under this Agreement, exclusive of gross receipts tax, shall not exceed Five Hundred Thousand Dollars ($500,000.00) per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.
2) This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.

C. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B Engineer Pay Request Form, when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender

payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

D. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

E. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. TERM

The term of this Agreement shall be one (1) year. The County has the option to extend the term of this Agreement for three (3) additional years not to exceed a total of four (4) years. The County shall provide written notice of an extension to the Engineer at least sixty (60) days prior to the expiration of this Agreement or any extension thereof. An extension of the term of this Agreement shall be made by written amendment to this Agreement.

5. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Study and Report Phase.

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

B. Preliminary Design, Study and Report Phase

1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.

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

C. Final Design Phase

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

1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
2) Prepare a statement that identifies the need for additional data, surveys, or tests.
3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to be accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.

7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
8) Provide County with three (3) full sized and three (3) half size sets of the 100% construction plan, electronic copy of the Project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
2) Attend pre-bid conference and assist in preparing addenda.
3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
4) Identify any changes during the bidding or proposal process that may require addenda.
5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
6) Assist the County to issue addenda as required to all bidders or offerors.
7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

1) Participate in a pre-construction conference.
2) Provide a minimum of one (1) weekly or one (1) monthly on site observation(s) during the Construction Phase to protect the County against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the Scope of Work. The results of all on site observations shall be documented in field reports submitted to the County within seven (7) days of each site visit.
3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
4) Assist the County in reviewing change orders.

5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
6) Finalize "As-Built" plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

1) General. The Engineer shall submit to the County recommendations regarding the completion of the construction. The Engineer shall obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any contraction contractors record drawing. The Engineer shall obtain and deliver to the County a signed receipt for all materials turned over by the Contractor.
2) Eleven Month Inspection and Report. The Engineer shall eleven (11) months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the County with in seven (7) calendar days. The County through the Engineer shall notify the construction contractor of any corrective action noted in the report. The Engineer shall obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

6. REIMBURSABLES

A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the Project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in Exhibit A, Project Cost/Compensation and Schedule.

B. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

7. ADDITIONAL SERVICES

A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the County, and shall be paid for by the County as provided in paragraph 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.

B. Additional Services may include but are limited to the following.

1) Project Representative,
2) Life Cost,
3) Post Construction Analysis and Report,
4) Preliminary Engineering Report,
5) Special Testing,
6) Special Inspections,
7) Surveying,
8) Geotechnical,
9) Environmental Assessments,
10) Archaeological Studies,
11) Feasibility Studies.

8. EXHIBITS LIST

Exhibit A	Project Cost/Compensation, Schedule and Reimbursables
Exhibit B	Engineer Pay Request
Exhibit C	Amendment for Basic Services
Exhibit D	Amendment for Additional Services
Exhibit E	Amendment for Consultant Services
Exhibit F	Consultant List

9. ATTACHMENTS LIST

Attachment 1	Project Assignment - Scope of Work and Project Schedule
Attachment 2	Authorization to Proceed
Attachment 3	Fee Schedule (submitted by the Engineer)

SIGNATURE PAGE

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

SANTA FE COUNTY

_____
Kathleen S. Holian, Chair
Santa Fe County Board of Commissioners

Date: _____

ENGINEER

_____

Date: _____

FEDERAL TAX NO. 470680568

ATTEST

_____
Geraldine Salazar
Santa Fe County Clerk

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Stephen C. Ross
Santa Fe County Attorney

Date: 10/15/13

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Finance Director

Date: 10/15/13

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN SANTA FE COUNTY and ENGINEER FOR PROFESSIONAL SERVICES

2013 Edition, Part B of the Agreement

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.

1. SCOPE OF WORK

Engineer shall provide the services set forth in Part A Section 2 (Scope of Work) of this Agreement and as provided in Exhibit A.

2. EFFECTIVE DATE AND TERM

The Agreement shall, upon due execution by all parties, become effective as of the date first written in Part A and shall terminate one (1) year later with an option to renew an additional three (3) years, for a total of no more than four (4) years, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1, (Scope of Work) above and Section 5 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in

Section 3 (Compensation, Invoicing, and Set-Off) of Part A of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Engineer, shall be incorporated in written amendments to this Agreement.

4. TERMINATION

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

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

5. APPRORIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Engineer. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Engineer for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this

Agreement shall be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

B. Subcontracting. The Engineer shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

C. Personnel.

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

7. ASSIGNMENT

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

8. RELEASE

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

9. CONFIDENTIALITY

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

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

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

11. CONFLICT OF INTEREST

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

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

13. ENTIRE AGREEEMENT; INTEGRATION

The Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into the written Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Paragraph 8 EXHIBITS LIST and Paragraph 9 ATTACHMENTS LIST, in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes felony penalties for bribes, gratuities, and kickbacks.

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

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

18. RECORDS AND INSPECTIONS

A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer agrees to (i) maintain such books and records during the term of the Agreement for a period of six (6) years from the date of final payment under the Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer also agrees to require any subcontractor

it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six (6) years from the date of final payment under the subcontract:(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

A. Engineer shall defend, indemnify, and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Engineer's performance or non-performance of its obligations under this Agreement, including but not limited to Engineer's breach of any representation or warranty made herein.

B. County shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Engineer agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If in County's judgment, a conflict exists between the interests of County and Engineer such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Engineer.

C. Engineer's obligations under this section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

21. NOTICES

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

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Engineer: HDR Engineering, Inc.
2155 Louisiana Blvd. NE
Suite 9500
Albuquerque, NM 87110

22. ENGINEER'S REPRESENTATIONS AND WARRANTIES

A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.

B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.

C. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer.

23. LIMITATION OF LIABILITY

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

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

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

B. General Liability Insurance, Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than $1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work;

and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be named additional insured on the policy.

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

D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than $1,000,000.00 per occurrence, $2,000,000.00 per aggregate.

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Engineer shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

Engineer shall procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

27. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

28. NEW MEXICO TORT CLAIMS ACT

No provision of the Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees: at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Engineer agrees to compute and submit simultaneous and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

30. SURVIVAL

The provisions of following sections shall survive termination of the Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

PROJECT: _____

EXHIBIT A
PROJECT COST/COMPENSATION AND SCHEDULE

BASIC SERVICES			Date to be Completed
Study and Report Phase	10%	$0.00	Date or Weeks
Preliminary Design, Study and Report Phase	20%	$0.00	Date or Weeks
Final Design Phase (Construction Documents)	40%	$0.00	Date or Weeks
Bidding and Negotiation Phase	5%	$0.00	Date or Weeks
Construction Phase	20%	$0.00	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	5%	$0.00	Date or Weeks
Total Basic Services Amount	100%	$0.00	In lieu of dates duration in weeks may be substituted.

REIMBURSABLES	
LIST	$0.00
	$0.00
	$0.00
Total Reimbursable Amount (Not to exceed)	

ADDITIONAL SERVICES	
LIST SERVICES	$0.00
	$0.00
	$0.00
Total Additional Services Amount	$0.00

CONSULTANT SERVICES		
LIST SERVICES		
	$0.00	
		$0.00
		$0.00
Total Consultant Services Amount		$0.00

TOTAL SERVICES AMOUNT	**$0.00**

EXHIBIT B
ENGINEER PAY REQUEST FORM
SANTA FE COUNTY 102 GRANT AVENUE
P.O. BOX 276 SANTA FE NEW MEXICO 87504-0276

Engineer: _____ **Pay Request Statement No.**_____
Date: _____ **Work Order No.:**_____
SFC Construction Contract No.:_____ **Project Name:** _____

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Study and Report Phase	$	%	$	$	$	
Preliminary Design Phase	$	%	$	$	$	
Study and Report Phase		%	$	$	$	
Final Design Phase	$	%	$	$	$	
Bidding and Negotiation Phase	$	%	$	$	$	
Project Closeout and 11 Month Warranty Inspection	$	%	$	$	$	
Subtotal	$	%	$	$	$	
CONTRACT CHANGES						
REIMBURSABLE (If Allowed)*						
Type of Services	$	%	$	$	$	
Type of Services	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Subtotal	$	%	$	$		
ADDITIONAL SERVICES (If Allowed]**						
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%			$	
Subtotal	$	%	$	$	$	
Total	$	%	$	$	$	

* As per Paragraph 3, A 1). Compensation, Invoicing, and Set-off and Paragraph 5 Reimbursables of Part A of Agreement
**As per Paragraph 6 of Part A of the Agreement and Paragraph B,. Part B of Agreement - Additional Services

EXHIBIT C
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING BASIC SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

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

Justification for Basic Services (Required):

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

BASIC SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____ Date: _____
Stephen C. Ross
Santa Fe County Attorney

Finance Department Approval

_____ Date: _____
Teresa C. Martinez
Finance Director

Department Approval

_____ Date: _____
Name/Title

EXHIBIT D
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING ADDITIONAL SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part A Paragraph 6 and Part B. Paragraph 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Additional Services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

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

ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By:_____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

Finance Department Approval

_____
Teresa C. Martinez
Finance Director

Date: _____

Department Approval

_____
Name/Title

Date: _____

EXHIBIT E
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR CONSULTANT ADDITIONAL SERVICES

PROJECT _____ **PROJECT NO.**_____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with PART B. Section 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Consultant, the Consultant is authorized to provide the following additional services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

Basic Services Compensation Amount	$0.00
Reimbursable Amount (If Applicable)	$0.00
Consultation Services Amount (If Applicable)	$0.00
Additional Services Amount*	$0.00
Total New Agreement Amount	**$0.00**

CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____
Katherine Miller, County Manager

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY:

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL:

_____
Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

DEPARTMENT APPROVAL:

_____
Name/Title

Date: _____

EXHIBIT F
SANTA FE COUNTY
CONSULTANT LIST

PROJECT NAME: _____
CONTRACT NO.:_____

CIVIL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**TRAIL DESIGN SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
ARCHITECTURAL SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**SURVEYING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
STRUCTURAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**GEOTECHNICAL SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
MECHANICAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**ESTIMATING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:

Project Name: _____

ATTACHMENT 1
PROJECT ASSIGNMENT
SCOPE OF WORK AND PROJECT SCHEDULE

SCOPE OF WORK

A. Basic Services

The project includes engineering design and related services to include: (Insert Scope of Work)

B. Additional Services

Additional Services include: (List Services)

C. Project Schedule

BASIC SERVICES	DATE TO BE COMPLETED
Study and Report Phase	Date or Weeks*
Preliminary Design, Study and Report Phase	Date or Weeks
Final Design Phase (Construction Documents)	Date or Weeks
Bidding and Negotiation Phase	Date or Weeks
Construction Phase	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	Date or Weeks

*In lieu of dates duration in weeks may be substituted.

PROJECT: _____

ATTACHMENT 2

AUTHORIZATION TO PROCEED

ATTACHMENT 3

ENGINEER FEE SCHEDULE

Labor Classifications / Rate Schedule	CONSULTING FIRM: HDR Engineering, Inc.	TYPE OF SERVICES:
Santa Fe County, NM		On-Call Engineering Services
On-Call Engineering Services	Project No.: RFP #2014-0030-PW/PL	

Date: October 2, 2013

Multiplier 3.10

NMGRT Not included in these rates

STAFF ALLOCATION FOR LABOR	DIRECT LABOR RATE (HOURLY RATE)	FULLY LOADED RATE VALID THROUGH 12/31/2014
Principal Engineer	$81.96	$254.08
Sr. Project Engineer	$79.53	$246.53
Sr. Project Manager	$67.74	$210.00
Project Manager	$47.99	$148.76
Sr. Roadway Engineer	$64.61	$200.30
Roadway Engineer	$32.35	$100.29
Sr. Traffic Engineer	$53.79	$166.74
Traffic Engineer	$30.00	$93.00
Sr. Structural Engineer	$76.48	$237.08
Structural Project Engineer	$52.99	$164.28
Utility Project Engineer	$51.40	$159.33
Utility Engineer	$40.20	$124.62
Staff Engineer	$32.00	$99.20
Water Resources Project Engineer	$47.99	$148.77
Water Resources Engineer	$29.39	$91.10
Sr. Electrical Engineer	$76.84	$238.20
Operations & Maintenance Specialist	$55.60	$172.36
River Restoration Specialist	$87.20	$270.32
Architect	$45.33	$140.52
Landscape Architecture	$45.07	$139.73
GIS Mapping Specialist	$38.09	$118.08
Environmental Planner	$68.17	$211.31
Environmental Resources Specialist	$31.09	$96.36
Construction Observation	$27.81	$86.21
CADD Technician III	$38.81	$120.31
CADD Technician II	$31.95	$99.05
CADD Technician I	$22.57	$69.96
Project Administrator	$30.46	$94.42
Project Controller	$32.95	$102.14

LEGEND:
DL = Direct Labor Base Rate (Hourly Rate)
FLR = Fully loaded Labor Rate is DL x Multiplier

I hereby attest that the above listed personnel, classifications and direct labor rates are correct. Direct Costs (incl. printing, mileage and other direct expenses) are not included in these rates and will be billed at cost on a task by task basis.

Peter J. Brakenhoff, PE
Vice President/New Mexico Operations Manager

10/2/13
Date

AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING SERVICES

PROJECT: On-Call Engineering Design and Related Services

PROJECT LOCATION: TO BE DETERMINED

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2013 EDITION, Part A of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

THIS AGREEMENT is made and entered into on this _____day of _____, 2013, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), a New Mexico political subdivision, and SANTA FE ENGINEERING CONSULTANTS, LLC, a Limited Liability Company licensed to do business in the State of New Mexico, (hereinafter referred to as the "Engineer").

Hereinafter "County":

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

Hereinafter "Engineer":

Santa Fe Engineering
Consultants, LLC
1599 St. Francis Drive
Suite B
Santa Fe, NM 87505
TELEPHONE: (505) 982-2845

RECITALS

WHEREAS, the County's Public Works Department requires the services of a professional licensed engineer to perform on-call civil engineering design and related services for projects for the County;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112, competitive sealed proposals were solicited via a formal Request for Proposal, RFP No. 2014-0030-PW/PL, for on-call civil engineering services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purpose of determining the most qualified Offerors, the County has determined the Engineer as one of the most responsive and highest rated Offerors;

WHEREAS, the County agrees to hire the Engineer, and the Engineer agrees to provide professional design and other related engineering services as required hereinafter for the "Project" as defined in Article 1. "Project Description" and in accordance with the terms and conditions set forth in this Agreement;

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

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

The "Project" is to provide on-call design and other related engineering services for a number of projects on an as needed basis determined by the County. The County, at its sole discretion, shall determine what projects are assigned to the Engineer. During the term of the Agreement, Project Assignment (Attachment 1) that includes a detailed Scope of Work and Project Schedule will be issued to the Engineer by the County. Upon receipt of a Project Assignment, the Engineer will be required to submit Exhibit A, Project Cost/Compensation and Schedule form and Exhibit F, Consultant List, if acceptable to the County, the Engineer will receive written Authorization to Proceed (Attachment 2).

2. SCOPE OF WORK

A. The Scope of Work as determined by the County will be included at time of issuance of each written project assignment to the Engineer.

B. Engineering services shall include, without limitation:

1) Roadway Design,
2) Traffic Analysis and Design,
3) Drainage Analysis and Design,
4) Water Transmission and Distribution System Design,
5) Trail Design,
6) Site Analysis and Site Plan Design.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Engineer shall be compensated as follows:

B. County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A Project Cost/Compensation and Schedule.

1) The total amount payable to the Engineer under this Agreement, exclusive of gross receipts tax, shall not exceed Five Hundred Thousand Dollars ($500,000.00) per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.
2) This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.

C. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B Engineer Pay Request Form, when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or

services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

D. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

E. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. TERM

The term of this Agreement shall be one (1) year. The County has the option to extend the term of this Agreement for three (3) additional years not to exceed a total of four (4) years. The County shall provide written notice of an extension to the Engineer at least sixty (60) days prior to the expiration of this Agreement or any extension thereof. An extension of the term of this Agreement shall be made by written amendment to this Agreement.

5. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Study and Report Phase.

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

B. Preliminary Design, Study and Report Phase

1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.

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

C. Final Design Phase

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

1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
2) Prepare a statement that identifies the need for additional data, surveys, or tests.
3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work be to accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.

7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
8) Provide County with three (3) full sized and three (3) half size sets of the 100% construction plan, electronic copy of the Project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
2) Attend pre-bid conference and assist in preparing addenda.
3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
4) Identify any changes during the bidding or proposal process that may require addenda.
5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
6) Assist the County to issue addenda as required to all bidders or offerors.
7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

1) Participate in a pre-construction conference.
2) Provide a minimum of one (1) weekly or one (1) monthly on site observation(s) during the Construction Phase to protect the County against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the Scope of Work. The results of all on site observations shall be documented in field reports submitted to the County within seven (7) days of each site visit.
3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
4) Assist the County in reviewing change orders.

5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
6) Finalize "As-Built" plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

1) General. The Engineer shall submit to the County recommendations regarding the completion of the construction. The Engineer shall obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any contraction contractors record drawing. The Engineer shall obtain and deliver to the County a signed receipt for all materials turned over by the Contractor.
2) Eleven Month Inspection and Report. The Engineer shall eleven (11) months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the County with in seven (7) calendar days. The County through the Engineer shall notify the construction contractor of any corrective action noted in the report. The Engineer shall obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

6. REIMBURSABLES

A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the Project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in Exhibit A, Project Cost/Compensation and Schedule.

B. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

7. ADDITIONAL SERVICES

A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the County, and shall be paid for by the County as provided in paragraph 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.

B. Additional Services may include but are limited to the following.

1) Project Representative,
2) Life Cost,
3) Post Construction Analysis and Report,
4) Preliminary Engineering Report,
5) Special Testing,
6) Special Inspections,
7) Surveying,
8) Geotechnical,
9) Environmental Assessments,
10) Archaeological Studies,
11) Feasibility Studies.

8. EXHIBITS LIST

Exhibit A	Project Cost/Compensation, Schedule and Reimbursables
Exhibit B	Engineer Pay Request
Exhibit C	Amendment for Basic Services
Exhibit D	Amendment for Additional Services
Exhibit E	Amendment for Consultant Services
Exhibit F	Consultant List

9. ATTACHMENTS LIST

Attachment 1	Project Assignment - Scope of Work and Project Schedule
Attachment 2	Authorization to Proceed
Attachment 3	Fee Schedule (submitted by the Engineer)

SIGNATURE PAGE

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

SANTA FE COUNTY

_____
Kathleen S. Holian, Chair
Santa Fe County Board of Commissioners

Date: _____

ENGINEER

_____

Date: _____

FEDERAL TAX NO. 202124774

ATTEST

_____
Geraldine Salazar
Santa Fe County Clerk

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Stephen C. Ross
Santa Fe County Attorney

Date: 10/15/13

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Finance Director

Date: 10/15/13

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN SANTA FE COUNTY and ENGINEER FOR PROFESSIONAL SERVICES

2013 Edition, Part B of the Agreement

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.

1. SCOPE OF WORK

Engineer shall provide the services set forth in Part A Section 2 (Scope of Work) of this Agreement and as provided in Exhibit A.

2. EFFECTIVE DATE AND TERM

The Agreement shall, upon due execution by all parties, become effective as of the date first written in Part A and shall terminate one (1) year later with an option to renew an additional three (3) years, for a total of no more than four (4) years, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1, (Scope of Work) above and Section 5 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in

Section 3 (Compensation, Invoicing, and Set-Off) of Part A of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Engineer, shall be incorporated in written amendments to this Agreement.

4. TERMINATION

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

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

5. APPRORIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Engineer. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Engineer for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this

Agreement shall be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

B. Subcontracting. The Engineer shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

C. Personnel.

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

7. ASSIGNMENT

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

8. RELEASE

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

9. CONFIDENTIALITY

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

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

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

11. CONFLICT OF INTEREST

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

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

13. ENTIRE AGREEEMENT; INTEGRATION

The Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into the written Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Paragraph 8 EXHIBITS LIST and Paragraph 9 ATTACHMENTS LIST, in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes felony penalties for bribes, gratuities, and kickbacks.

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

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

18. RECORDS AND INSPECTIONS

A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer agrees to (i) maintain such books and records during the term of the Agreement for a period of six (6) years from the date of final payment under the Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer also agrees to require any subcontractor

it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six (6) years from the date of final payment under the subcontract:(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

A. Engineer shall defend, indemnify, and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Engineer's performance or non-performance of its obligations under this Agreement, including but not limited to Engineer's breach of any representation or warranty made herein.

B. County shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Engineer agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If in County's judgment, a conflict exists between the interests of County and Engineer such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Engineer.

C. Engineer's obligations under this section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

21. NOTICES

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

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Engineer: Santa Fe Engineering Consultants, LLC.
1599 St. Francis Drive
Suite B
Santa Fe, NM 87505

22. ENGINEER'S REPRESENTATIONS AND WARRANTIES

A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.

B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.

C. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer.

23. LIMITATION OF LIABILITY

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

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

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

B. General Liability Insurance, Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than $1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work;

and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be named additional insured on the policy.

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

D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than $1,000,000.00 per occurrence, $2,000,000.00 per aggregate.

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Engineer shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

Engineer shall procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

27. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

28. NEW MEXICO TORT CLAIMS ACT

No provision of the Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees: at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Engineer agrees to compute and submit simultaneous and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

30. SURVIVAL

The provisions of following sections shall survive termination of the Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

PROJECT: _____

EXHIBIT A
PROJECT COST/COMPENSATION AND SCHEDULE

BASIC SERVICES			Date to be Completed
Study and Report Phase	10%	$0.00	Date or Weeks
Preliminary Design, Study and Report Phase	20%	$0.00	Date or Weeks
Final Design Phase (Construction Documents)	40%	$0.00	Date or Weeks
Bidding and Negotiation Phase	5%	$0.00	Date or Weeks
Construction Phase	20%	$0.00	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	5%	$0.00	Date or Weeks
Total Basic Services Amount	100%	$0.00	In lieu of dates duration in weeks may be substituted.

REIMBURSABLES	
LIST	$0.00
	$0.00
	$0.00
Total Reimbursable Amount (Not to exceed)	

ADDITIONAL SERVICES	
LIST SERVICES	$0.00
	$0.00
	$0.00
Total Additional Services Amount	$0.00

CONSULTANT SERVICES		
LIST SERVICES		
	$0.00	
		$0.00
		$0.00
Total Consultant Services Amount		$0.00

TOTAL SERVICES AMOUNT	**$0.00**

EXHIBIT B
ENGINEER PAY REQUEST FORM
SANTA FE COUNTY 102 GRANT AVENUE
P.O. BOX 276 SANTA FE NEW MEXICO 87504-0276

Engineer: _____ **Pay Request Statement No.**_____
Date: _____ **Work Order No.:**_____
SFC Construction Contract No.:_____ **Project Name:** _____

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Study and Report Phase	$	%	$	$	$	
Preliminary Design Phase	$	%	$	$	$	
Study and Report Phase		%	$	$	$	
Final Design Phase	$	%	$	$	$	
Bidding and Negotiation Phase	$	%	$	$	$	
Project Closeout and 11 Month Warranty Inspection	$	%	$	$	$	
Subtotal	$	%	$	$	$	
CONTRACT CHANGES						
REIMBURSABLE (If Allowed)*						
Type of Services	$	%	$	$	$	
Type of Services	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Subtotal	$	%	$	$		
ADDITIONAL SERVICES (If Allowed)**						
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%			$	
Subtotal	$	%	$	$	$	
Total	$	%	$	$	$	

* As per Paragraph 3, A 1). Compensation, Invoicing, and Set-off and Paragraph 5 Reimbursables of Part A of Agreement
**As per Paragraph 6 of Part A of the Agreement and Paragraph B,. Part B of Agreement - Additional Services

EXHIBIT C
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING BASIC SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

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

Justification for Basic Services (Required):

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

BASIC SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____ Date: _____

Stephen C. Ross
Santa Fe County Attorney

Finance Department Approval

_____ Date: _____

Teresa C. Martinez
Finance Director

Department Approval

_____ Date: _____

Name/Title

EXHIBIT D
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING ADDITIONAL SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part A Paragraph 6 and Part B. Paragraph 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Additional Services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

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

ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By:_____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

Finance Department Approval

_____
Teresa C. Martinez
Finance Director

Date: _____

Department Approval

_____
Name/Title

Date: _____

EXHIBIT E
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR CONSULTANT ADDITIONAL SERVICES

PROJECT _____ **PROJECT NO.**_____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with PART B. Section 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Consultant, the Consultant is authorized to provide the following additional services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

Basic Services Compensation Amount	$0.00
Reimbursable Amount (If Applicable)	$0.00
Consultation Services Amount (If Applicable)	$0.00
Additional Services Amount*	$0.00
Total New Agreement Amount	**$0.00**

CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____
Katherine Miller, County Manager

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY:

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL:

_____
Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

DEPARTMENT APPROVAL:

_____
Name/Title

Date: _____

EXHIBIT F
SANTA FE COUNTY
CONSULTANT LIST

PROJECT NAME: _____
CONTRACT NO.:_____

CIVIL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**TRAIL DESIGN SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
ARCHITECTURAL SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**SURVEYING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
STRUCTURAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**GEOTECHNICAL SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
MECHANICAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**ESTIMATING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:

Project Name: _____

ATTACHMENT 1
PROJECT ASSIGNMENT
SCOPE OF WORK AND PROJECT SCHEDULE

SCOPE OF WORK

A. Basic Services

The project includes engineering design and related services to include: (Insert Scope of Work)

B. Additional Services

Additional Services include: (List Services)

C. Project Schedule

BASIC SERVICES	DATE TO BE COMPLETED
Study and Report Phase	Date or Weeks*
Preliminary Design, Study and Report Phase	Date or Weeks
Final Design Phase (Construction Documents)	Date or Weeks
Bidding and Negotiation Phase	Date or Weeks
Construction Phase	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	Date or Weeks

*In lieu of dates duration in weeks may be substituted.

PROJECT: _____

ATTACHMENT 2

AUTHORIZATION TO PROCEED

ATTACHMENT 3

ENGINEER FEE SCHEDULE

TABLE 1
NEGOTIATED HOURLY RATES
SANTA FE ENGINEERING CONSULTANTS
ON CALL ENGINEERING SERVICES
RFP #2014-0030-PW/PL
CIVIL ENGINEERING

CLASSIFICATION	DIRECT LABOR	157% OVERHEAD	08% PROFIT	FULLY LOADED RATE
SENIOR ENGINEER	$47.90	$75.20	$9.85	$132.95
PROJECT ENGINEER	$30.00	$47.10	$6.17	$83.27
ENGINEER-IN-TRAINING	$29.00	$45.53	$5.96	$80.49
SENIOR ENGINEERING TECHNICIAN	$23.75	$37.29	$4.88	$65.92
CADD DRAFTER	$19.00	$29.83	$3.91	$52.74
CONSTRUCTION INSPECTOR	$22.05	$34.62	$4.53	$61.20
PROJECT ASSISTANT / PUBLIC INVOLVEMENT	$17.50	$27.48	$3.60	$48.57

TABLE-2
NEGOTIATED HOURLY RATES
DAWSON SURVEYS, INC.
ON CALL ENGINEERING SERVICES
RFP #2014-0030-PW/PL
SURVEYING SERVICES

CLASSIFICATION	DIRECT LABOR	125% OVERHEAD	08% PROFIT	FULLY LOADED RATE
LICENSED SURVEY	N/A	N/A	N/A	$90.00
CAD DRAFTER	N/A	N/A	N/A	$65.00
OFFICE TECHNICIAN	N/A	N/A	N/A	$65.00
FIELD CREW - 2 MAN	N/A	N/A	N/A	$130.00
FIELD CREW - 1 MAN	N/A	N/A	N/A	$70.00

Note: Current Negotiated Rates with Santa Fe County

TABLE 3
NEGOTIATED HOURLY RATES
GEO-TEST, INC.
ON CALL ENGINEERING SERVICES
RFP #2014-0030-PW/PL
GEOTECHNICAL SERVICES

CLASSIFICATION	DIRECT LABOR	175.53% OVERHEAD	08% PROFIT	FULLY LOADED RATE
PRINCIPAL	$50.51	$88.66	$11.13	$150.30
STAFF ENGINEER/DRILL CREW	$48.82	$85.69	$10.76	$145.27
ENGINEERING TECHNICIAN	$18.52	$32.51	$4.08	$55.11
ADMINISTRATIVE	$17.50	$30.72	$3.86	$52.08

TABLE 4
NEGOTIATED HOURLY RATES
SURROUNDINGS
ON CALL ENGINEERING SERVICES
RFP #2014-0030-PW/PL
LANDSCAPING

CLASSIFICATION	DIRECT LABOR	146% OVERHEAD	08% PROFIT	FULLY LOADED RATE
PRINCIPAL P1	$45.00	$65.70	$8.86	$119.56
PRINCIPAL P2	$40.00	$58.40	$7.87	$106.27
STAFF/LANDSCAPE ARCHITECT	$35.00	$51.10	$6.89	$92.99
STAFF/LANDSCAPE DESIGNER	$33.00	$48.18	$6.49	$87.67
STAFF/LANDSCAPE 1	$29.00	$42.34	$5.71	$77.05
PROJECT ADMINISTRATION	$27.50	$40.15	$5.41	$73.06

TABLE 5
NEGOTIATED HOURLY RATES
LORIS AND ASSOCIATES
ON CALL ENGINEERING SERVICES
RFP #2014-0030-PW/PL
TRAILS DESIGN

CLASSIFICATION	DIRECT LABOR	163% OVERHEAD	08% PROFIT	FULLY LOADED RATE
PRINCIPAL	$56.39	$91.92	$11.86	$160.17
ASSOCIATE PRINCIPAL	$49.53	$80.73	$10.42	$140.69
ASSOCIATE	$45.11	$73.53	$9.49	$128.13
SENIOR ENGINEER	$39.84	$64.94	$8.38	$113.16
ENGINEER	$33.84	$55.16	$7.12	$96.12
DETAILER	$28.45	$46.37	$5.99	$80.81
PROJECT ADMINISTRATION	$26.97	$43.96	$5.67	$76.61

TABLE 6
NEGOTIATED HOURLY RATES
SITES SOUTHWEST
ON CALL ENGINEERING SERVICES
RFP #2014-0030-PW/PL
ENVIRONMENTAL DOCUMENTATION

CLASSIFICATION	DIRECT LABOR	OVERHEAD	08% PROFIT	FULLY LOADED RATE
ENVIRONMENTAL MANAGER	N/A	N/A	N/A	$105.00
ENVIRONMENTAL PLANNER 2	N/A	N/A	N/A	$105.00
ENVIRONMENTAL PLANNER 1	N/A	N/A	N/A	$90.00
PUBLIC INVOLVEMENT SPECIALIST	N/A	N/A	N/A	$85.00
WATER QUALITY SPECIALIST	N/A	N/A	N/A	$75.00
WILDLIFE BIOLOGIST	N/A	N/A	N/A	$65.00
ARCHITECTURAL HISTORIAN	N/A	N/A	N/A	$85.00
ARCHAEOLOGIST	N/A	N/A	N/A	$85.00
GRAPHICS SPECIALIST	N/A	N/A	N/A	$70.00
GIS SPECIALIST	N/A	N/A	N/A	$70.00
ADMINISTRATIVE ASSITANCE	N/A	N/A	N/A	$65.00

AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING SERVICES

PROJECT: On-Call Engineering Design and Related Services

PROJECT LOCATION: TO BE DETERMINED

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2013 EDITION, Part A of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

THIS AGREEMENT is made and entered into on this _____day of _____, 2013, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), a New Mexico political subdivision, and WILLIAM J. MILLER ENGINEERS, INC., an incorporated company licensed to do business in the State of New Mexico, (hereinafter referred to as the "Engineer").

Hereinafter "County":

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

Hereinafter "Engineer":

William J. Miller Engineers, Inc.
2019 Galisteo Street
Suite M-4
Santa Fe, NM 87505
TELEPHONE: (505) 983-7694

RECITALS

WHEREAS, the County's Public Works Department requires the services of a professional licensed engineer to perform on-call civil engineering design and related services for projects for the County;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112, competitive sealed proposals were solicited via a formal Request for Proposal, RFP No. 2014-0030-PW/PL, for on-call civil engineering services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purpose of determining the most qualified Offerors, the County has determined the Engineer as one of the most responsive and highest rated Offerors;

WHEREAS, the County agrees to hire the Engineer, and the Engineer agrees to provide professional design and other related engineering services as required hereinafter for the "Project" as defined in Article 1. "Project Description" and in accordance with the terms and conditions set forth in this Agreement;

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

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

The "Project" is to provide on-call design and other related engineering services for a number of projects on an as needed basis determined by the County. The County, at its sole discretion, shall determine what projects are assigned to the Engineer. During the term of the Agreement, Project Assignment (Attachment I) that includes a detailed Scope of Work and Project Schedule will be issued to the Engineer by the County. Upon receipt of a Project Assignment, the Engineer will be required to submit Exhibit A, Project Cost/Compensation and Schedule form and Exhibit F, Consultant List, if acceptable to the County, the Engineer will receive written Authorization to Proceed (Attachment 2).

2. SCOPE OF WORK

A. The Scope of Work as determined by the County will be included at time of issuance of each written project assignment to the Engineer.

B. Engineering services shall include, without limitation:

1) Drainage Analysis and Design,

2) River Restoration.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Engineer shall be compensated as follows:

B. County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A Project Cost/Compensation and Schedule.

1) The total amount payable to the Engineer under this Agreement, exclusive of gross receipts tax, shall not exceed Five Hundred Thousand Dollars ($500,000.00) per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.

2) This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.

C. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B Engineer Pay Request Form, when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

D. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

E. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. TERM

The term of this Agreement shall be one (1) year. The County has the option to extend the term of this Agreement for three (3) additional years not to exceed a total of four (4) years. The County shall provide written notice of an extension to the Engineer at least sixty (60) days prior to the expiration of this Agreement or any extension thereof. An extension of the term of this Agreement shall be made by written amendment to this Agreement.

5. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Study and Report Phase.

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

B. Preliminary Design, Study and Report Phase

1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.
2) Develop and complete a Development Plan for the area in schematic form for review with County. The plans shall allow for phased construction if necessary.
3) Upon approval of the schematic Development Plan documents by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within thirty (30) days of authorization to proceed and review with the County. If necessary,

revise Preliminary Design Phase documents in response to the County's comments.

4) From the approved Scope of Work, the Engineer shall produce a study consisting of drawings and other documents necessary to illustrate the general planning concepts, probable Engineering system, types of materials needed and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the project area. The Engineer shall brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
5) The Engineer shall obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing work on the Final Design Phase.

C. Final Design Phase

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

1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
2) Prepare a statement that identifies the need for additional data, surveys, or tests.
3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to be accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.
7) Assist the County at all regulatory review meetings, present design. respond to review questions, revise plans if necessary to obtain approvals.
8) Provide County with three (3) full sized and three (3) half size sets of the 100% construction plan, electronic copy of the Project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
2) Attend pre-bid conference and assist in preparing addenda.
3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
4) Identify any changes during the bidding or proposal process that may require addenda.
5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
6) Assist the County to issue addenda as required to all bidders or offerors.
7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

1) Participate in a pre-construction conference.
2) Provide a minimum of one (1) weekly or one (1) monthly on site observation(s) during the Construction Phase to protect the County against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the Scope of Work. The results of all on site observations shall be documented in field reports submitted to the County within seven (7) days of each site visit.
3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
4) Assist the County in reviewing change orders.
5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
6) Finalize "As-Built" plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

1) General. The Engineer shall submit to the County recommendations regarding the completion of the construction. The Engineer shall obtain