

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**

**ENGINEER**

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

\_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FEDERAL TAX NO. 742813756**

**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

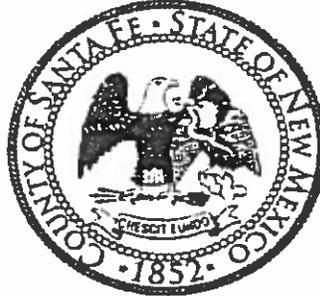
**FINANCE DEPARTMENT APPROVAL**

  
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. APPROPRIATIONS 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 AGREEMENT; 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 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: William J. Miller Engineers, Inc.  
2019 Galisteo Street  
Suite M-4  
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**

<b>BASIC SERVICES</b>			<b>Date to be Completed</b>
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
<hr/>			
Total Basic Services Amount	100%	\$0.00	In lieu of dates duration in weeks may be substituted.
<hr/>			
<b>REIMBURSABLES</b>			
LIST		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Reimbursable Amount (Not to exceed)			
<hr/>			
<b>ADDITIONAL SERVICES</b>			
LIST SERVICES		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Additional Services Amount		\$0.00	
<hr/>			
<b>CONSULTANT SERVICES</b>			
LIST SERVICES	\$0.00		
		\$0.00	
		\$0.00	
<hr/>			
Total Consultant Services Amount		\$0.00	
<hr/>			
<b>TOTAL SERVICES AMOUNT</b>		<b>\$0.00</b>	
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**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	\$	%	\$	\$	\$	
<b>Subtotal</b>	\$	%	\$	\$	\$	
<b>CONTRACT CHANGES</b>						
<b>REIMBURSABLE (if Allowed)*</b>						
Type of Services	\$	%	\$	\$	\$	
Type of Services	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
<b>Subtotal</b>	\$	%	\$	\$	\$	
<b>ADDITIONAL SERVICES (if Allowed)**</b>						
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
<b>Subtotal</b>	\$	%	\$	\$	\$	
<b>Total</b>	\$	%	\$	\$	\$	

\* 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

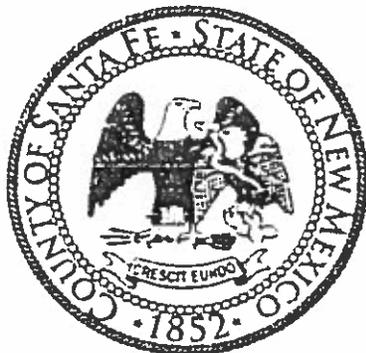
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**EXHIBIT C  
AMENDMENT TO AGREEMENT BETWEEN SANTA FE  
COUNTY AND ENGINEER  
FOR PROFESSIONAL ENGINEERING  
BASIC SERVICES**

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

**BASIC SERVICES AMENDMENT SIGNATURE PAGE**

**SANTA FE COUNTY:**

**ENGINEER:**

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

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: \_\_\_\_\_

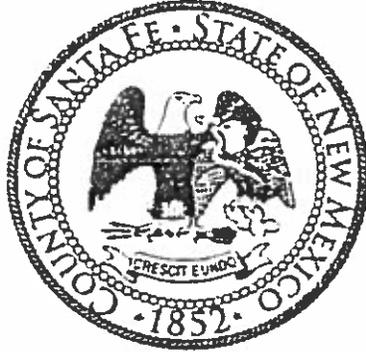
**Department Approval**

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

**EXHIBIT 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
<b>Total</b>	<b>\$0.00</b>

**ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE**

**SANTA FE COUNTY:**

**ENGINEER:**

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

---

<b>Total New Agreement Amount</b>	<b>\$0.00</b>
-----------------------------------	---------------

**CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE**

**SANTA FE COUNTY:**

**ENGINEER:**

\_\_\_\_\_  
Katherine Miller, County Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

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.:** \_\_\_\_\_

<p><b><u>CIVIL ENGINEERING SERVICES</u></b>            Company Name:            Consultant Name:            Address:</p> <p>Ph. No.:            Fax No.:            E-mail:</p>	<p><b><u>TRAIL DESIGN SERVICES</u></b>            Company Name:            Consultant Name:            Address:</p> <p>Ph. No.:            Fax No.:            E-mail:</p>
<p><b><u>ARCHITECTURAL SERVICES</u></b>            Company Name:            Consultant Name:            Address:</p> <p>Ph. No.:            Fax No.:            E-mail:</p>	<p><b><u>SURVEYING SERVICES</u></b>            Company Name:            Consultant Name:            Address:</p> <p>Ph. No.:            Fax No.:            E-mail:</p>
<p><b><u>STRUCTURAL ENGINEERING SERVICES</u></b>            Company Name:            Consultant Name:            Address:</p> <p>Ph. No.:            Fax No.:            E-mail:</p>	<p><b><u>GEOTECHNICAL SERVICES</u></b>            Company Name:            Consultant Name:            Address:</p> <p>Ph. No.:            Fax No.:            E-mail:</p>
<p><b><u>MECHANICAL ENGINEERING SERVICES</u></b>            Company Name:            Consultant Name:            Address:</p> <p>Ph. No.:            Fax No.:            E-mail:</p>	<p><b><u>ESTIMATING SERVICES</u></b>            Company Name:            Consultant Name:            Address:</p> <p>Ph. No.:            Fax No.:            E-mail:</p>



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**



SANTA FE COUNTY

FEE SCHEDULE

Base Year Period of Performance  
From Date of Award Through Twelve Months

RFP #2014-0030-PW/PL On-Call Engineering Services  
William J. Miller Engineers, Inc.

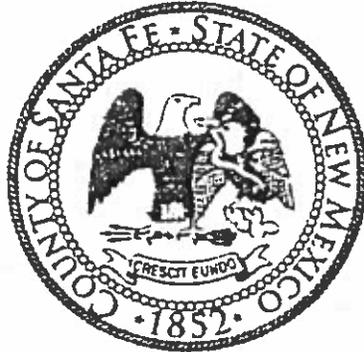
Supplies/Services	Unit	Unit Price
Principal Engineer	Hr	\$122.50
Project Engineer	Hr	\$111.50
Civil/Hydraulic Engineer	Hr	\$93.00
Hydrographic Data Crew Chief	Hr	\$82.00
Survey Crew Chief	Hr	\$75.00
Hydrographic Technician	Hr	\$65.00
Data Collection/Survey Technician	Hr	\$45.00
Engineering Technician	Hr	\$55.00
River Restoration/Water Harvesting Specialist	Hr	\$90.00
Draftsman (CAD)	Hr	\$45.00
Clerical Support	Hr	\$35.00
Boat	Hr	\$25.00
Survey Equipment (Total Station)	Hr	\$10.00
Survey Equipment (Engineering Grade GPS)	Hr	\$35.00
Material Samples, greater than 0.0625 mm	Sample	\$45.00
Sand, Silt and Clay Size Samples, including Hydrometer Analysis	Sample	\$100.00
Water Samples for Suspended Sediment	Sample	\$150.00
Travel - 4-WD Pick-up	Mile	\$0.50
Reproduction (8-1/2"x11", black & white)	Page	\$0.07
Reproduction (8-1/2"x11", color)	Page	\$0.50
Reproduction (11"x17", black & white)	Page	\$0.20
Reproduction (11"x17", color)	Page	\$0.75
Reproduction (24"x36", black & white)	Page	\$3.00
Reproduction (24"x36", color)	Page	\$30.00
New Mexico Gross Receipts Tax @ 8.1875%		



**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 **SULLIVAN DESIGN GROUP, 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":

Sullivan Design Group, Inc.  
227 East Palace Avenue  
P.O. Box 283  
Santa Fe, NM 87504  
TELEPHONE: (505) 982-4481

## 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) Water Transmission and Distribution System Design,
- 3) Wastewater Process/Sanitary Engineering Design,
- 4) Water Treatment System Design,
- 5) 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 construction 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 within 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**

**ENGINEER**

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

\_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

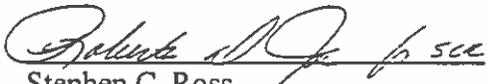
**FEDERAL TAX NO. 850214606**

**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

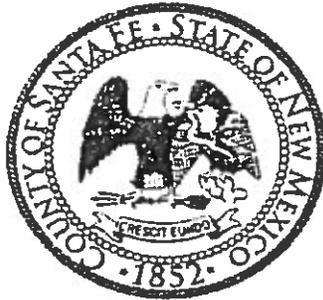
**FINANCE DEPARTMENT APPROVAL**

  
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. APPROPRIATIONS 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 AGREEMENT; 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 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: Sullivan Design Group, Inc.  
227 East Palace Avenue  
P.O. Box 283  
Santa Fe, NM 87504

## 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**

<b>BASIC SERVICES</b>			<b>Date to be Completed</b>
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
<hr/>			
Total Basic Services Amount	100%	\$0.00	In lieu of dates duration in weeks may be substituted.
<hr/>			
<b>REIMBURSABLES</b>			
LIST		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Reimbursable Amount (Not to exceed)			
<hr/>			
<b>ADDITIONAL SERVICES</b>			
LIST SERVICES		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Additional Services Amount		\$0.00	
<hr/>			
<b>CONSULTANT SERVICES</b>			
LIST SERVICES			
	\$0.00		
		\$0.00	
		\$0.00	
<hr/>			
Total Consultant Services Amount		\$0.00	
<hr/>			
<b>TOTAL SERVICES AMOUNT</b>		<b>\$0.00</b>	
<hr/>			



**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	\$	%	\$	\$	\$	
<b>Subtotal</b>	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	
<b>CONTRACT CHANGES</b>						
<b>REIMBURSABLE (if Allowed)*</b>						
Type of Services	\$	%	\$	\$	\$	
Type of Services	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
<b>Subtotal</b>	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	
<b>ADDITIONAL SERVICES (if Allowed)**</b>						
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%			\$	
<b>Subtotal</b>	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	
<b>Total</b>	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	

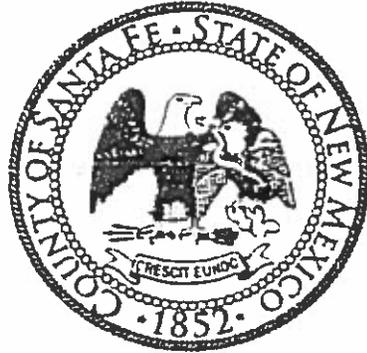
\* As per Paragraph 3, A 1). Compensation, Invoicing, and Set-off and Paragraph 5 Reimbursables of Part A of Agreement

\*\*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
<hr/>	
<b>Total</b>	<b>\$0.00</b>

**BASIC SERVICES AMENDMENT SIGNATURE PAGE**

**SANTA FE COUNTY:**

**ENGINEER:**

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

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: \_\_\_\_\_

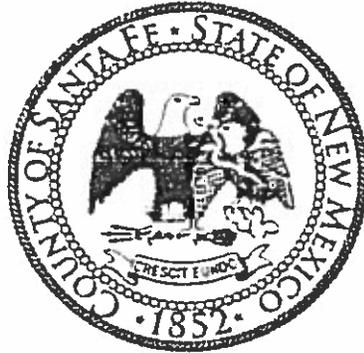
**Department Approval**

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

**EXHIBIT 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

---

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

**ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE**

**SANTA FE COUNTY:**

**ENGINEER:**

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

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 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
<hr/>	
<b>Total New Agreement Amount</b>	<b>\$0.00</b>

**CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE**

**SANTA FE COUNTY:**

**ENGINEER:**

\_\_\_\_\_  
Katherine Miller, County Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

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.: \_\_\_\_\_

<p><b><u>CIVIL ENGINEERING SERVICES</u></b>  Company Name:  Consultant Name:  Address:</p> <p>Ph. No.:  Fax No.:  E-mail:</p>	<p><b><u>TRAIL DESIGN SERVICES</u></b>  Company Name:  Consultant Name:  Address:</p> <p>Ph. No.:  Fax No.:  E-mail:</p>
<p><b><u>ARCHITECTURAL SERVICES</u></b>  Company Name:  Consultant Name:  Address:</p> <p>Ph. No.:  Fax No.:  E-mail:</p>	<p><b><u>SURVEYING SERVICES</u></b>  Company Name:  Consultant Name:  Address:</p> <p>Ph. No.:  Fax No.:  E-mail:</p>
<p><b><u>STRUCTURAL ENGINEERING SERVICES</u></b>  Company Name:  Consultant Name:  Address:</p> <p>Ph. No.:  Fax No.:  E-mail:</p>	<p><b><u>GEOTECHNICAL SERVICES</u></b>  Company Name:  Consultant Name:  Address:</p> <p>Ph. No.:  Fax No.:  E-mail:</p>
<p><b><u>MECHANICAL ENGINEERING SERVICES</u></b>  Company Name:  Consultant Name:  Address:</p> <p>Ph. No.:  Fax No.:  E-mail:</p>	<p><b><u>ESTIMATING SERVICES</u></b>  Company Name:  Consultant Name:  Address:</p> <p>Ph. No.:  Fax No.:  E-mail:</p>



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**

<b>BASIC SERVICES</b>	<b>DATE TO BE COMPLETED</b>
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**



**FEE SCHEDULE  
SANTA FE COUNTY ON-CALL ENGINEERING SERVICES**

**SULLIVAN DESIGN GROUP, INC.  
and DESIGN TEAM MEMBERS**

October 2, 2013

<b>TEAM MEMBER CATEGORY</b>	<b>HOURLY RATE*</b>	<b>YEARS OF EXPERIENCE</b>
Senior CAD Technician	90.00	25+
Resident Project Representative (field)	95.00	30+
Project Engineer (PE)	125.00	20+
Senior Project Engineer (PE)	160.00	40+
Principal Engineer (PE & PS)	165.00	40+
Surveyor (PE & PS)	Fixed fee per job	25+
Geotechnical Engineer (PE)	Fixed fee per job	30+
Electrical Engineer (PE)	Fixed fee per job	30+
Environmental Specialist (PhD)	125.00	30+

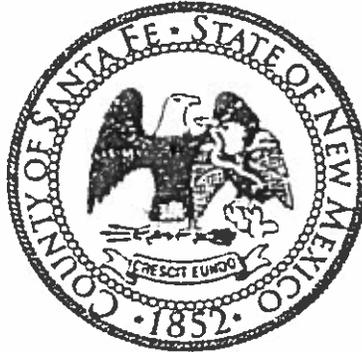
\* Note: Excludes New Mexico Gross Receipts tax



# 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 BOHANNAN HUSTON, 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":

Bohannon Huston, Inc.  
7500 Jefferson Street NE  
Courtyard 1  
Albuquerque, NM 87109  
TELEPHONE: (505) 823-1000

## 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 construction 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 within 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

ENGINEER

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

\_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

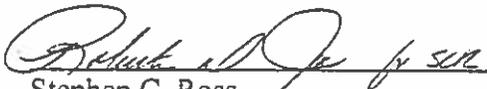
FEDERAL TAX NO. 850202170

ATTEST

\_\_\_\_\_  
Geraldine Salazar,  
Santa Fe County Clerk

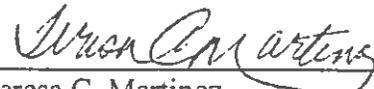
Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

Date: 10/15/13

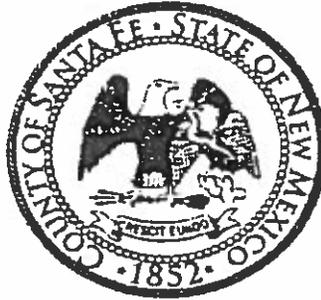
FINANCE DEPARTMENT APPROVAL

  
\_\_\_\_\_  
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. APPROPRIATIONS 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 AGREEMENT; 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 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: Bohannan Huston, Inc.  
7500 Jefferson Street NE  
Courtyard I  
Albuquerque, NM 87109

## 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**

<b>BASIC SERVICES</b>			<b>Date to be Completed</b>
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
<hr/>			
Total Basic Services Amount	100%	\$0.00	In lieu of dates duration in weeks may be substituted.
<hr/>			
<b>REIMBURSABLES</b>			
LIST		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Reimbursable Amount (Not to exceed)			
<hr/>			
<b>ADDITIONAL SERVICES</b>			
LIST SERVICES		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Additional Services Amount		\$0.00	
<hr/>			
<b>CONSULTANT SERVICES</b>			
LIST SERVICES			
	\$0.00	\$0.00	
		\$0.00	
<hr/>			
Total Consultant Services Amount		\$0.00	
<hr/>			
<b>TOTAL SERVICES AMOUNT</b>		<b>\$0.00</b>	
<hr/>			



**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	\$	%	\$	\$	\$	
<b>Subtotal</b>	\$	%	\$	\$	\$	
<b>CONTRACT CHANGES</b>						
<b>REIMBURSABLE (if Allowed)*</b>						
Type of Services	\$	%	\$	\$	\$	
Type of Services	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
<b>Subtotal</b>	\$	%	\$	\$	\$	
<b>ADDITIONAL SERVICES (if Allowed)**</b>						
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$		\$	
<b>Subtotal</b>	\$	%	\$	\$	\$	
<b>Total</b>	\$	%	\$	\$	\$	

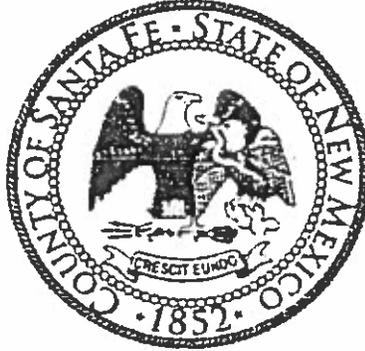
\* As per Paragraph 3, A 1). Compensation, Invoicing, and Set-off and Paragraph 5 Reimbursables of Part A of Agreement

\*\* 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
<hr/>	
<b>Total</b>	<b>\$0.00</b>

**BASIC SERVICES AMENDMENT SIGNATURE PAGE**

**SANTA FE COUNTY:**

**ENGINEER:**

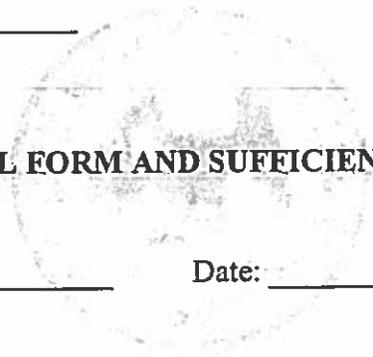
\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

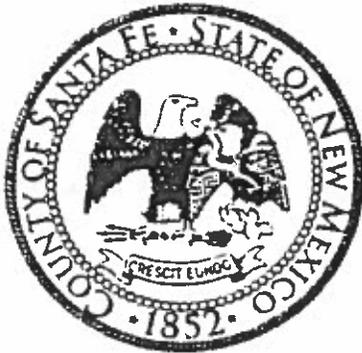
**Department Approval**

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

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

**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: \_\_\_\_\_

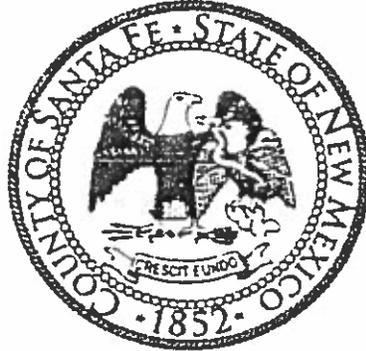
**Department Approval**

\_\_\_\_\_  
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
<hr/>	
<b>Total New Agreement Amount</b>	<b>\$0.00</b>

**CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE**

**SANTA FE COUNTY:**

**ENGINEER:**

\_\_\_\_\_  
Katherine Miller, County Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

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.:** \_\_\_\_\_

<p><b><u>CIVIL ENGINEERING SERVICES</u></b> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>	<p><b><u>TRAIL DESIGN SERVICES</u></b> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>
<p><b><u>ARCHITECTURAL SERVICES</u></b> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>	<p><b><u>SURVEYING SERVICES</u></b> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>
<p><b><u>STRUCTURAL ENGINEERING SERVICES</u></b> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>	<p><b><u>GEOTECHNICAL SERVICES</u></b> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>
<p><b><u>MECHANICAL ENGINEERING SERVICES</u></b> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>	<p><b><u>ESTIMATING SERVICES</u></b> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>



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**

<b>BASIC SERVICES</b>	<b>DATE TO BE COMPLETED</b>
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**



**APPENDIX A  
BOHANNAN HUSTON, INC.  
FEE SCHEDULE  
JUNE 1, 2013**

PROFESSIONAL	HOURLY RATES / LEVEL						
	1	2	3	4	5	6	7
Engineer	\$90.00	\$100.00	\$120.00	\$135.00	\$150.00	\$195.00	\$225.00
Surveyor	\$90.00	\$100.00	\$120.00	\$135.00	\$150.00	\$195.00	\$225.00
Photogrammetrist	\$90.00	\$100.00	\$120.00	\$135.00	\$150.00	\$195.00	\$225.00
Programmer/Analyst	\$110.00	\$120.00	\$130.00	\$145.00	\$160.00	\$195.00	\$225.00
Systems & Technical Manager Computer, CADD, Spatial Data, Photogrammetric, Multi-Media	\$105.00	\$115.00	\$125.00	\$140.00	\$155.00	\$195.00	\$225.00
Architect / Planner	\$85.00	\$90.00	\$105.00	\$115.00	\$130.00	\$150.00	\$190.00
Systems/Technical Analyst Computer Systems, Help Desk Support	\$65.00	\$75.00	\$90.00	\$105.00	\$125.00	\$145.00	\$180.00
Engineering Technician Engineering Designer, CADD Consultants	\$65.00	\$70.00	\$75.00	\$85.00	\$95.00	\$105.00	\$125.00
Construction Observer	\$85.00	\$70.00	\$75.00	\$85.00	\$95.00	\$105.00	\$125.00
Graphics Specialist Multimedia, animation, visualization specialist	\$65.00	\$70.00	\$75.00	\$85.00	\$95.00	\$105.00	\$125.00
Geospatial Analyst Mapping, Photogrammetry, GIS Specialist	\$65.00	\$70.00	\$75.00	\$85.00	\$95.00	\$105.00	\$125.00
Survey Technician Party Chief, Instrument Person, Survey Specialist	\$65.00	\$70.00	\$75.00	\$85.00	\$95.00	\$105.00	\$125.00
Administrative Professional/Manager Marketing Coordinator, Technical Writer, HR Professional, Accountant	\$85.00	\$105.00	\$120.00	\$130.00	\$145.00	\$195.00	\$225.00
Administrative Assistants Clerical, Administrative Assistants	\$55.00	\$60.00	\$70.00	\$80.00	\$90.00	\$100.00	\$120.00

**MATERIALS AND REIMBURSABLE EXPENSES**

Plotting, Printing and Binding – Invoiced at cost of labor and materials

Overnight Courier - As invoiced by Courier

Mileage – \$0.585/Mile for 2 Wheel Drive Vehicle [Or in Accordance with the IRS Standard Mileage Rates]  
\$0.685/Mile for 4 Wheel Drive Vehicle.

Per Diem - Per Survey Crew Member in accordance with the latest GSA Schedule, based on location of service. Travel costs, meals and lodging for professional staff will be billed at cost, or a fixed rate may be negotiated for each contract.

Survey Equipment Charge - \$25.00/Hour

Expert Witness - Rates shall be \$300.00/Hour with a minimum of four hours while in court.

Other Direct Project Expenses - At Cost

Overtime - Performed upon request of the client will be invoiced at 1.30 times the standard hourly rate.

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services, unless they are exempt and official documentation is on file with Bohannon Huston, Inc.



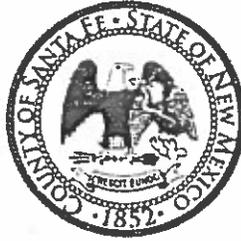




**Danny "Daniel" Mayfield**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## **MEMORANDUM**

**Date:** October 15, 2013

**To:** Board of County Commissioners

**From:** Bill Taylor, Procurement Manager

**Via:** Katherine Miller, County Manager  
Pablo Sedillo III, Public Safety Director  
Mark S. Gallegos, Warden  
Mark Caldwell, Corrections Manager  
Tino Alva, Program Manager

**ITEM AND ISSUE:** BCC Meeting October 29, 2013

**REQUEST APPROVAL OF BI, INC. AGREEMENT NO. 2013-0115-CORR/PL AMENDMENT NO. 1 FOR ELECTRONIC MONITORING SERVICES TO EXTEND TERM, ADD NEW EQUIPMENT AND INCREASE COMPENSATION TO \$780,000, EXCLUSIVE OF GRT, AND REQUEST SIGNATURE AUTHORITY FOR COUNTY MANAGER TO EXECUTE THE PURCHASE ORDER**

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**Issue:**

The BI, Inc. Agreement No. 2013-0115-CORR/PL for electronic monitoring services was approved by the Board on November 28, 2013. Amendment No. 1 to the Agreement extends the term of the agreement an additional year and increases compensation by \$360,000 for a total contract amount of \$780,000, exclusive of GRT. The contract amount for the first year of service was \$420,000 but due to cost savings that amount has been reduced to \$360,000 for the second year.

This Amendment also includes the addition of "SOBERLINK" to the equipment listing. SOBERLINK is an alcohol monitoring device that is priced lower than the current equipment being utilized for alcohol monitoring and should result in further cost savings.

***Background:***

The Corrections Department offers electronic monitoring services for those County residents who are court-ordered to be monitored electronically while on probation, prior to being adjudicated, or nearing the end of a minor drug, alcohol or misdemeanor sentence. Participants may also include juveniles and first-time misdemeanor offenders. The program offers an alternative to incarceration and assists in alleviating over-crowding at the jail. There is also substantial savings and decreased liability when compared to housing offenders in a jail setting.

For the past six months, staff has been working on controlling electronic monitoring costs by instituting guidelines for "indigent" clients, determining the most cost-effective equipment to use, and controlling on-site inventory. These efforts have resulted in substantial cost savings for the program.

***Action Requested:***

The Purchasing Division is requesting approval of Amendment No. 1 to BI, Inc. Agreement No. 2013-0115-CORR/PL that extends the term for an additional year, adds SOBERLINK to the equipment listing and increases compensation to \$780,000, exclusive of GRT and requests signature authority for the County Manager to execute the purchase order.

**SANTA FE COUNTY  
AMENDMENT NO. 1 TO THE AGREEMENT  
WITH BI, INCORPORATED  
TO PROVIDE ELECTRONIC MONITORING SERVICES**

**THIS AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between **Santa Fe County**, hereinafter referred to as "County", a New Mexico political subdivision, and **BI, Incorporated**, hereafter referred to as "the Contractor."

**WHEREAS**, in accordance with Section 13-1-112 NMSA 1978, the County issued Request for Proposal (RFP) No. 2013-0115-CORR/PL for electronic monitoring services for the Corrections Department;

**WHEREAS**, on November 28, 2012 the County and Contractor entered into Agreement No. 2013-0115-CORR/PL to provide for the Contractor to provide electronic monitoring equipment and services for a contract sum of \$420,000.00;

**WHEREAS**, Article 4 "ADDITIONAL SERVICES" of the Agreement allows the parties to make changes in the Contractor's scope of services including increases in the compensation; Article 15 "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties;

**WHEREAS**, the County wishes to extend the term of the Agreement to November 28, 2014, increase the compensation by \$360,000.00 for a total contract sum of \$780,000.00, and include new Alcohol Technologies equipment known as "SOBERLINK" to Exhibit A of the Agreement;

**WHEREAS**, both parties desire to enter into this Amendment No. 1.

**NOW THEREFORE**, both parties agree to Amend the Agreement as follows:

1. ARTICLE 2 "COMPENSATION, INVOICING AND SET-OFF" replace "Exhibit A" referenced in 2.A.1 of the Agreement with the "Exhibit A" attached hereto which includes the Alcohol Technologies equipment "SOBERLINK."
2. ARTICLE 2 "COMPENSATION, INVOICING AND SET-OFF" insert a new subparagraph "A.2.a" to read as follows:
  - a. By Amendment No. 1, the County exercised its first option to extend this Agreement from November 28, 2013 to November 28, 2014. The total amount payable to the Contractor for the term of November 28, 2013 to November 28, 2014 shall not exceed three hundred sixty thousand dollars (\$360,000.00), exclusive of NM gross receipts tax. The total amount payable to the Contractor

under this Agreement, as amended and extended, shall not exceed seven hundred eighty thousand dollars (\$780,000.00), exclusive of NM gross receipts tax.

3. ARTICLE 3 "EFFECTIVE DATE AND TERM" insert a new subparagraph "3.a" to read as follows:
  - a. By Amendment No. 1, the County notified Contractor and exercised the County's first option to extend the term of this Agreement for one (1) year from November 28, 2013, to November 28, 2014.
4. All other provisions of Agreement No. 2013-0115-CORR/PL not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

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

**SANTA FE COUNTY:**

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

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

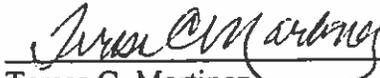
\_\_\_\_\_  
Date

**Approved as to Form**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

9/18/13  
\_\_\_\_\_  
Date

**Finance Department**

  
\_\_\_\_\_  
Teresa C. Martinez  
Finance Department Director

9/18/13  
\_\_\_\_\_  
Date

**CONTRACTOR:**

  
(Signature)

10-1-13  
Date

Michael Pharris  
(Print Name)

Asst Controller  
(Print Title)

**FEDERAL TAX I.D. NUMBER:** 84-0769926



## EXHIBIT A

### FEE SCHEDULE FOR ELECTRONIC MONITORING SERVICES

#### SERVICES

##### ***HOME CURFEW TECHNOLOGY:***

###### **HOMEGUARD 200:**

Rental: \$1.29 unit rental charge per day.  
Monitoring: \$1.05 monitoring service charge per day.  
Total HG200: \$2.34 per unit per day.

##### ***ETONE GPS SERVICE PLAN:*** (One RF beacon per unit included with ETONES)

###### **ETONE 1.30.A30.ZX:**

Rental: \$3.95 rental charge per day.  
Monitoring: \$2.05 monitoring service charge per day.  
Total ET1 1.30.A30.ZX: \$6.00 per unit per day.

##### ***ALCOHOL TECHNOLOGIES:***

###### **BI SOBRIETOR:**

Rental: \$1.55 unit rental charge per day.  
Monitoring: \$1.22 monitoring service charge per day.  
Total Sobrietor: \$2.77 per unit per day.

###### **BI TAD with alcohol and curfew monitoring:**

Rental: \$5.61 unit rental charge per day.  
Monitoring: \$2.64 monitoring service charge per day.  
Total TAD w/RF: \$8.25 per unit per day.

#### ADDITIONAL SERVICES

##### ***HOME CURFEW TECHNOLOGY:***

###### **BI HOMEGUARD 206:**

Rental: \$3.45 unit rental charge per day.  
Monitoring: \$1.05 monitoring service charge per day.  
Total HG206: \$4.50 per unit per day.

##### ***ETONE GPS SERVICE PLANS:*** (One RF beacon per unit included with ETONES)

###### **ETONE 3.270.A0 NZ:**

Rental: \$3.95 rental charge per day.

Monitoring: \$0.55 monitoring service charge per day.  
Total ET1 3.270.A0 NZ: \$4.50 per unit per day.

ETOne 1.60.A0 ZX:  
Rental: \$3.95 unit rental charge per day.  
Monitoring: \$1.50 monitoring service charge per day.  
Total ET1 1.60.A0 ZX: \$5.45 per unit per day.

***ALCOHOL TECHNOLOGIES:***

BI TAD – Alcohol only:  
Rental: \$5.61 unit rental charge per day.  
Monitoring: \$1.88 monitoring service charge per day.  
Total TAD: \$7.49 per unit per day.

BI TAD cellular – Alcohol only:  
Rental: \$5.61 unit rental charge per day.  
Monitoring: \$1.88 monitoring service charge per day.  
Cellular: \$1.75  
Total TAD with cellular: \$9.24 per unit per day.

BI TAD cellular with alcohol and curfew monitoring:  
Rental: \$5.61 unit rental charge per day.  
Monitoring: \$2.64 monitoring service charge per day.  
Cellular: \$1.75  
Total TAD w/RF: \$10.00 per unit per day.

SOBERLINK:  
Rental: \$4.00 unit rental charge per day.  
Monitoring: \$3.00 monitoring service charge per day.  
Total Soberlink: \$7.00 per unit per day.

**LOST OR DAMAGED:** For all equipment above 100% replacement insurance costs due to loss or damage.

**SPARES:** 20% spare equipment allowance for each equipment type. This no-charge spare allowance is based on the total number of active days per month for each equipment type. Any inactive units in excess of the specified spare allowance will incur a spare unit charge per inactive day, per unit.

**SHIPPING:** BI pays shipping costs from BI to agency sites and back. Replacement equipment will be shipped back to the County within 5 days of request or by promised delivery date. Equipment can be shipped within 24 hours in emergencies. Equipment will be shipped via ground transportation, with expedited shipping in emergencies.

**PROFESSIONAL SERVICES AGREEMENT  
WITH BI, INCORPORATED  
TO PROVIDE ELECTRONIC MONITORING SERVICES**

**THIS AGREEMENT** is made and entered into on this 28<sup>th</sup> day of November, 2012, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **BI INCORPORATED**, a \_\_\_\_\_ corporation with a principal address located at 6400 Lookout Road, Boulder, Colorado 80301, (hereinafter referred to as the "Contractor").

**WHEREAS**, the Santa Fe County Corrections Department requires electronic monitoring services for offenders, who may include juveniles and first-time misdemeanor offenders, who are court-ordered to be monitored electronically while on probation, prior to being adjudicated, or while nearing the end of a minor drug, alcohol, or misdemeanor sentence;

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2013-0115-CORR/PL for the provision of electronic monitoring services;

**WHEREAS**, based upon the evaluation criteria of the RFP, the County has determined the Contractor as the most responsive and highly rated offeror;

**WHEREAS**, the County requires the services of the Contractor, and the Contractor 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. SCOPE OF WORK**

**A. The Contractor shall:**

- a) Provide an electronic monitoring system which will monitor, check and verify a person's presence or absence at a particular location during specified time periods.
- b) Report unauthorized absences, late returns, equipment malfunctions and tampering to a central computer system that will alert the Corrections Department of such occurrences.
- c) Provide a breath alcohol and/or transdermal alcohol monitoring system which detects the presence of alcohol consumed by offenders
- d) Report the presence of alcohol, equipment malfunctions and tampering to a central computer system that will alert the Corrections Department of such occurrences.

- d) Report the presence of alcohol, equipment malfunctions and tampering to a central computer system that will alert the Corrections Department of such occurrences.
- e) Supply a system with continuous signaling, RF and GPS based transmitter and receiver monitoring, random calling monitoring capability, text messaging, beeper, fax, email, and/or telephone notification capability.
- f) Provide a system that utilizes RF land line and/or GPS equipment to communicate between individual transmitters/receivers and the central computer. All monitoring equipment and accessories will be specifically designed for electronic monitoring house arrest and alcohol monitoring and will not be an adaptation of readily and commercially available products.
- g) Supply monitoring equipment that can be easily attached to each offender, and easily installed on a land or cellular line.
- h) Provide a central computer system located at a secure facility, capable of receiving, storing and disseminating the data generated by the monitoring equipment. It will also provide a reliable and secure means of transmitting data between the central computer and the offender's monitoring equipment.
- i) Provide staffing at its monitoring center to continuously monitor the computer system twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year in order to promptly detect unauthorized absences, late arrivals, alcohol violations, equipment malfunctions and tampering, and to respond promptly to inquiries from the Corrections Department.
- j) Provide all necessary on-site training and manuals for equipment and systems operations, as well as on-going support to Corrections Department employees and follow-up training and support as requested.
- k) Maintain equipment and inventory in proper working condition.
- l) Inform the County of new technologies and equipment as it becomes available on the market.

## B. CONTRACTOR'S EQUIPMENT

Contractor's equipment must meet the following minimum specifications.

- a) Central computer system-The central computer system shall be capable of automatically initiating and receiving alerts to/from the offender's location to communicate with the offender and the monitoring equipment.

- i. The computer system will be located at a secure office location.
- ii. The computer system will have an uninterruptible back up power-supply, which will enable the computer to continue running in the event of a power outage. (Indicate memory loss that occurs).
- iii. The system will provide for an orderly back up of data on (at least) on a daily basis to prevent data loss due to system failure.
- iv. The computer system will be capable of continuously initiating, receiving and storing all alerts, breath analysis results and voice responses of the offender and data sent by the receiver dialer, together with the date and time of each occurrence. All voice responses will be permanently recorded on tape for later playback and analysis for substance abuse, unusual responses and additional identification. All data shall be continuously stored electronically, printed out on line in real time and later shall be printable in various report formats as required.
- v. The computer system will have the ability to perform random calling within at least six (6) different curfew periods per day on a customized schedule for each offender. In the event an offender's unauthorized absence is reported by the RF and/or GPS portion of the system, the computer system must have an automatic call back feature and provide immediate 100% accurate verification that the offender is or is not present.
- vi. The computer system will be capable of retaining relevant information for each offender, including name, address, phone number, equipment serial numbers, case name, and other pertinent information.
- vii. The computer system will have an alert system so that the Contractor's monitoring center will notify the Corrections Department by text messaging, telephone, beeper, email, fax of any unauthorized absences, late arrivals, equipment malfunctions or tampering upon its occurrence indicating the offender's name or unit number and violation type as agreed to and arranged by the Corrections Department.

b) Transmitter worn by an offender must:

- i. Be small, lightweight and easily installed on the offender's ankle or wrist with minimal training and experience of the installer.
- ii. Comply with all applicable Federal Communications Commission (FCC) rules and regulations and be registered with the FCC.
- iii. Send an individually coded signal that has a range of approximately 150 feet.
- iv. Be shock resistant, water and moisture proof, and function reliable under normal atmospheric and environmental conditions.
- v. Not pose a safety hazard or unduly restrict the activities of the offender.
- vi. The transmitter and band must be hypoallergenic.

- vii. Be field programmable.
  - viii. Have a totally passive offender's identifier unit which will be used to automatically, immediately and accurately confirm its presence when a telephone call to the location is initiated by the central computer system.
  - ix. Be battery powered and have a one (1) year minimum continuous operating life without need for battery recharging or replacement.
  - x. The transmitter operating RF and/or GPS shall not interfere with or be interfered with by use of radio transmitters normally used by police/corrections officials, electronic security systems, or other radio devices.
  - xi. The transmitter coded radio signal will not be the same as any commercially available product and will be designed to discourage tracing and duplication of the signal by an offender or an accomplice.
  - xii. The batteries powering the transmitter will be easily replaced in the field and will not require replacement of either the transmitter or the receiver/monitor in the home.
  - xiii. The strap and any required fasteners must not be available to the general public either commercially or through any mail order outlet.
  - xiv. Capable of being securely attached to the offender in such a manner in which efforts to tamper with or remove the device are detectable, and the strap and circuitry within the transmitter must enable the transmitter to immediately notify the central computer (when in range of the receiver) of any tamper attempt or removal from the offender, including severing the strap or removal of the transmitter without severing the strap.
  - xv. Tamper Resistant Features
    - The transmitter must transmit a specific "Tamper" signal immediately when it has been tampered with.
    - If tampered with out of range of the receiver, the tamper signal will still be present and recorded by the receiver when the transmitter returns within range of the receiver. If GPS, the unit should call out tamper within five (5) minutes.
    - The tamper signal will continue to be transmitted to the central computer until reset by authorized agency personnel.
- c) Receiver/Dialer/Monitor must:
- i. Comply with all applicable FCC rules including, but not limited to, 47 CFR Parts 15 and 68 and will be registered with the FCC. The Contractor will provide the FCC registration number.
  - ii. Be capable of being easily attached to the offender's telephone and telephone outlet using standard RJ11-C modular telephone connector

- jack or plug.
- iii. Accept and activate reporting activities only from the unique signal of the corresponding transmitter attached to that one offender.
  - iv. Detect attempts to simulate or duplicate the offender's transmitter signal and immediately report this to the central computer system.
  - v. Will be powered by 100 volt AC line current, with an internal battery back-up capable of providing a minimum of 48 hours of continuous operating power in the event of a 110 AC power loss.
  - vi. Contain an internal clock and a memory to store and time stamp data in the event that telephone communication with the central computer is disrupted.
  - vii. Will be capable of seizing a telephone line when not in use, and deliver courtesy "alert beeping tones" on a line in use in order to initiate communications with the central computer system.
  - viii. Be capable of receiving the radio signal from the offender's transmitter within the specified range of approximately 150 feet without undue obstruction from metallic objects or interference from household electronic equipment.
  - ix. Not pose any health or safety hazard to the offender or others and shall function reliably under normal environmental and atmospheric conditions.
  - x. Surge protectors will be built-in or provided for incoming power and telephone lines which are designed in accordance with the receiver/dialer's manufacturer's recommendations to be fully compatible with the proposed receiver/dialer equipment.
  - xi. Be capable of being easily installed within 20 minutes or less on average and made operational by Corrections Officers following the training and instructions provided by the Contractor.
  - xii. Detect the following events and immediately communicate them to the central computer with the time of occurrence:
    - arrival of transmitter within range of the receiver/dialer,
    - departure of transmitter out of range of the receiver/dialer (subject to a present time interval),
    - cutting or removal of the transmitter attachment strap from the offender,
    - loss or restoration of 110 AC power,
    - tampering with receiver/dialer including attempts to gain unauthorized access to the internal mechanism,
    - disconnection and restoration of telephone service (disconnection must be communicated as soon as service is restore and any other alerts that occur during disconnection), and
    - attempts to simulate or duplicate the radio signal by a device other than offender's own transmitter.
  - xiii. Automatically communicate with the central computer at preset intervals with a maximum of six (6) hours or less, if no offender

activity is detected. This will present status reports and indicate that it is connected and functioning properly.

d) Contractor's Maintenance, Repair and Service:

- i. Contractor will maintain all equipment and spares in good operating condition and will provide prompt repair, replacement and service.
- ii. Contractor will provide remote service and diagnostics from its service facility on the Corrections Department monitoring system as required while the system is in full monitoring operation.
- iii. Contractor will provide a free telephone hot line support/service center. Each service/support location must have the ability to electronically access the system for the purposes of performing remote diagnostics.
- iv. Contractor must be able to ship equipment within five days of request or within five days of promised delivery date. Contractor must be able to ship equipment overnight in emergency cases.
- v. The equipment must be under warranty and maintenance agreement with the manufacturer. The County must receive all revisions to equipment, as they become available, at no additional cost.
- vi. At no additional cost, Contractor shall supply a 20% spare level of equipment to be maintained at the County's office for use as immediate replacements when needed.
- vii. Contractor must supply a reasonable amount of consumables, such as straps and batteries at no additional charge, while equipment is under a lease or maintenance contract.

C. CUSTOMER SUPPORT

Contractor shall supply an account manager who is trained, certified, and periodically re-certified by the Original Equipment Manufacturer (OEM) of the equipment provided for this program. The account manager will provide, at a minimum, the following services:

- i. Assistance with inventory management, including ordering, returning, and repairing/upgrading equipment. On-site initial training and refresher training at local offices as requested by the County.
- ii. Trouble shooting assistance, including on-site installation assistance as requested by the County, and emergency on-site assistance
- iii. Liaison between the County and the monitoring center or internal account representative, engineering, corporate headquarters.

**D. CUSTOMER TRAINING**

Contractor must provide to County personnel, at no additional cost, all training necessary to implement and manage the program successfully. Training must include hands-on training and reference materials.

Contractor must provide initial field equipment training at County site, at no charge, along with follow up trainings as requested by Corrections staff. Regular software application trainings must be available via the Internet, and on-site if requested.

**E. INSURANCE REQUIREMENTS ON EQUIPMENT**

The Contractor's equipment costs to County will include pricing for 100% insurance coverage for loss or missing equipment or the cost of repairs necessitated by County's negligence or the damage or destruction of the equipment by parties other than Contractor.

**F. TELEPHONE SERVICE**

Offenders in the program will be responsible for maintaining telephone service at their monitored location.

**G. CONTRACTOR'S SECURITY PROCEDURES**

Security procedures must ensure system integrity. Contractor must provide the following information to the County upon contract award:

- i. Staff selection, background investigation and training procedures
- ii. Procedures for the prevention of unauthorized access to computer terminal and restriction on access to or modification of data, and
- iii. Safeguards for preventing unauthorized access by lines or modems.

**2. COMPENSATION, INVOICING, AND SET-OFF**

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

- 1) County shall pay Contractor in accordance with Exhibit A fee schedule attached hereto for services performed.
- 2) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax shall not exceed four hundred twenty thousand dollars (\$420,000) per year, exclusive of NM GRT. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the

services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County 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 Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it 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.

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

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

### **3. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of three (3) additional years, on a year-to-year basis, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the Agreement or any extension thereof.

### **4. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2 (Compensation, Invoicing, and Set-Off), 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 Contractor, shall be incorporated in written amendments to this Agreement.

## 5. 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 the 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 Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor 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 performed after the effective date of termination.

## 6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County 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 Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor 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 Contractor in any way or forum, including a lawsuit.

## 7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor 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 Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

**8. ASSIGNMENT**

The Contractor 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 the County's advance written approval shall be null and void and without any legal effect.

**9. SUBCONTRACTING**

The Contractor 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.

**10. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor 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.

**11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**12. CONFIDENTIALITY**

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

**13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The 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.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent

that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

**14. CONFLICT OF INTEREST**

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

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

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

**16. ENTIRE AGREEMENT; INTEGRATION**

This 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 this 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 this Agreement.

**17. NOTICE OF PENALTIES**

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

**18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor 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. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

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

A. In performing its obligations hereunder, the Contractor 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. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

## **20. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the 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 its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor 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 this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the 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 GAAP.

## **21. INDEMNIFICATION**

A. The Contractor shall defend, indemnify, and hold harmless the 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 the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the 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 that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

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

**22. SEVERABILITY**

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

**23. NOTICES**

Any notice required to be given to either party by this 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 Legal Department  
102 Grant Avenue  
Santa Fe, New Mexico 87501

To the Contractor: BI, Incorporated  
Attn: Michael Pharris  
6400 Lookout Road  
Boulder, CO 80301

**24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

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

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

D. It will maintain throughout the life of this Agreement, its registration, licensure to conduct business in the State of New Mexico, and its status of "good standing" with the New Mexico Public Regulation Commission.

**25. FACSIMILE SIGNATURES**

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

**26. NO THIRD-PARTY BENEFICIARIES**

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

**27. INSURANCE**

A. General Conditions. The Contractor 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. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; 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. The County of Santa Fe shall be a named additional insured on the policy.

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

D. 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), the Contractor shall increase the maximum limits of any insurance required herein.

**28. PERMITS, FEES, AND LICENSES**

Contractor 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.

**29. NEW MEXICO TORT CLAIMS ACT**

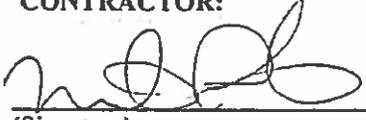
No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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



**CONTRACTOR:**

  
(Signature)

11/26/12  
Date

By: Michael Pharris  
(Print Name)

Its: Assistant Corporate Controller  
(Print Title)

**FEDERAL TAX I.D. NUMBER**

84-0769926

## EXHIBIT A

### FEE SCHEDULE FOR ELECTRONIC MONITORING SERVICES

#### SERVICES

##### ***HOME CURFEW TECHNOLOGY:***

###### **HOMEGUARD 200:**

Rental: \$1.29 unit rental charge per day.  
Monitoring: \$1.05 monitoring service charge per day.  
Total HG200: \$2.34 per unit per day.

##### ***ETONE GPS SERVICE PLAN: (One RF beacon per unit included with ETONES)***

###### **ETONE 1.30.A30.ZX:**

Rental: \$3.95 rental charge per day.  
Monitoring: \$2.05 monitoring service charge per day.  
Total ET1 1.30.A30.ZX: \$6.00 per unit per day.

##### ***ALCOHOL TECHNOLOGIES:***

###### **BI SOBRIETOR:**

Rental: \$1.55 unit rental charge per day.  
Monitoring: \$1.22 monitoring service charge per day.  
Total Sobrietor: \$2.77 per unit per day.

###### **BI TAD with alcohol and curfew monitoring:**

Rental: \$5.61 unit rental charge per day.  
Monitoring: \$2.64 monitoring service charge per day.  
Total TAD w/RF: \$8.25 per unit per day.

#### ADDITIONAL SERVICES

##### ***HOME CURFEW TECHNOLOGY:***

###### **BI HOMEGUARD 206:**

Rental: \$3.45 unit rental charge per day.  
Monitoring: \$1.05 monitoring service charge per day.  
Total HG206: \$4.50 per unit per day.

**ETONE GPS SERVICE PLANS:** (One RF beacon per unit included with ETONES)

**ETONE 3.270.A0 NZ:**

Rental: \$3.95 rental charge per day.  
Monitoring: \$0.55 monitoring service charge per day.  
Total ET1 3.270.A0 NZ: \$4.50 per unit per day.

**ETOne 1.60.A0 ZX:**

Rental: \$3.95 unit rental charge per day.  
Monitoring: \$1.50 monitoring service charge per day.  
Total ET1 1.60.A0 ZX: \$5.45 per unit per day.

**ALCOHOL TECHNOLOGIES:**

**BI TAD – Alcohol only:**

Rental: \$5.61 unit rental charge per day.  
Monitoring: \$1.88 monitoring service charge per day.  
Total TAD: \$7.49 per unit per day.

**BI TAD cellular – Alcohol only:**

Rental: \$5.61 unit rental charge per day.  
Monitoring: \$1.88 monitoring service charge per day.  
Cellular: \$1.75  
Total TAD with cellular: \$9.24 per unit per day.

**BI TAD cellular with alcohol and curfew monitoring:**

Rental: \$5.61 unit rental charge per day.  
Monitoring: \$2.64 monitoring service charge per day.  
Cellular: \$1.75  
Total TAD w/RF: \$10.00 per unit per day.

**LOST OR DAMAGED:** For all equipment above 100% replacement insurance costs due to loss or damage.

**SPARES:** 20% spare equipment allowance for each equipment type. This no-charge spare allowance is based on the total number of active days per month for each equipment type. Any inactive units in excess of the specified spare allowance will incur a spare unit charge per inactive day, per unit.

**SHIPPING:** BI pays shipping costs from BI to agency sites and back. Replacement equipment will be shipped back to the County within 5 days of request or by promised delivery date. Equipment can be shipped within 24 hours in emergencies. Equipment will be shipped via ground transportation, with expedited shipping in emergencies.





**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

**Date:** October 21, 2013

**To:** Board of County Commissioners

**From:** Penny Ellis-Green, Growth Management Director *PEG*

**Via:** Katherine Miller, County Manager

**Re:** Acknowledgement of the schedule to adopt and incorporate the Tesuque Community Plan into the Sustainable Growth Management Plan as amended.

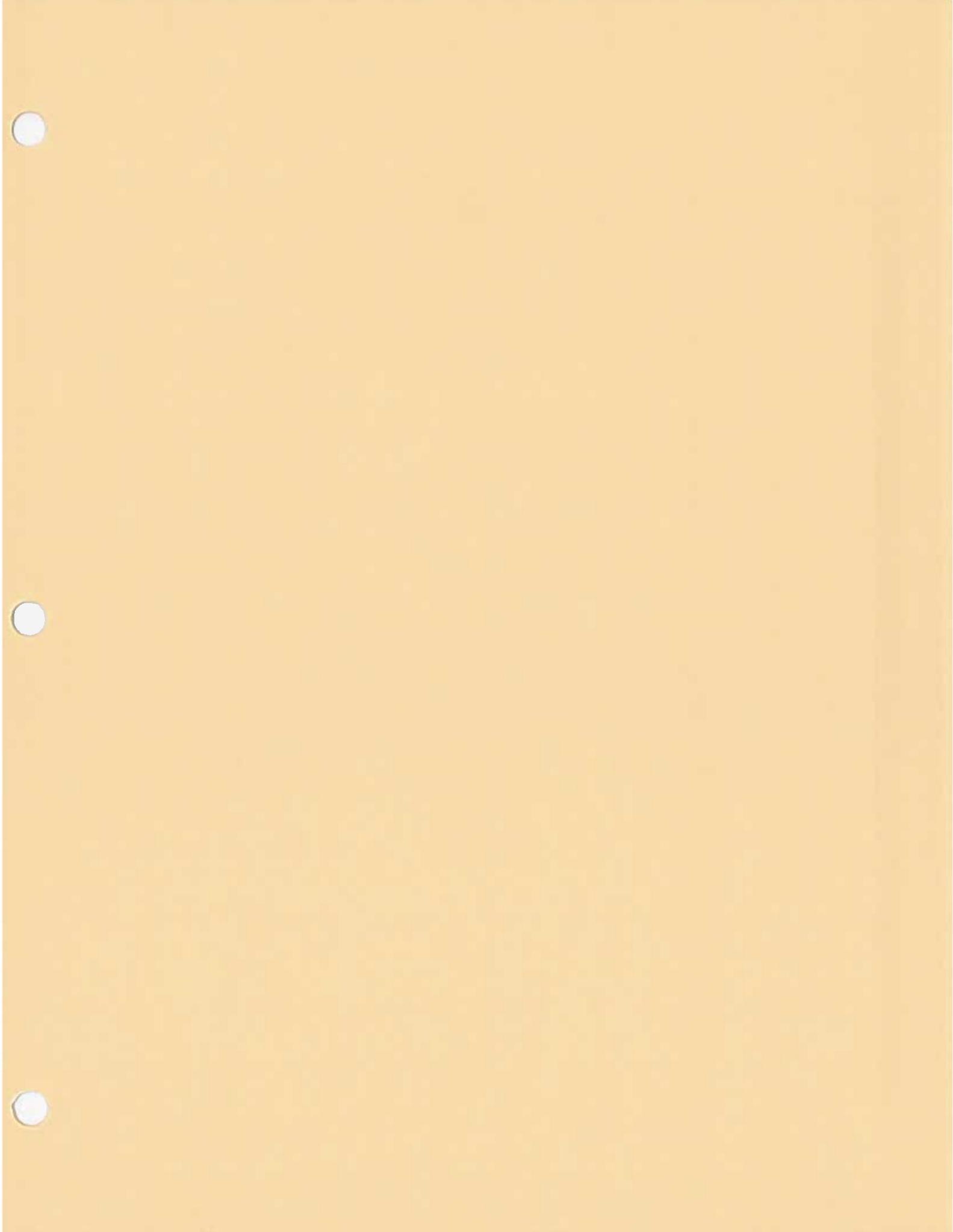
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The Tesuque Community Plan is in its final phase and is currently being reviewed by the Legal Department; the Resolution to adopt the plan is currently being drafted.

This agenda item is to acknowledge that a Resolution to adopt the Tesuque Community Plan will be on the BCC agenda to be heard on November 26, 2013 and December 10, 2013.

No action is requested, this is an informational item only.



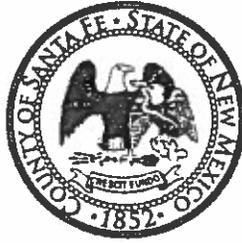




**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## ***MEMORANDUM***

**DATE:** *October 11, 2013*

**TO:** *Board of County Commissioners*

**FROM:** *Katherine Miller, Santa Fe County Manager*

**ITEM AND ISSUE:** *BCC Meeting October 29, 2013*

INTRODUCTION AND DISCUSSION OF A RESOLUTION AMENDING PROCEDURES FOR RESOLUTIONS WITH A FISCAL IMPACT; REQUIRING FISCAL IMPACT REPORTS; PRESCRIBING UNIFORMITY OF FISCAL IMPACT REPORTS; ENSURING PUBLIC INPUT ON RESOLUTIONS; RESCINDING RESOLUTIONS NO. 2012-056 AND NO. 2013-026

---

### **BACKGROUND AND SUMMARY:**

Resolutions #2012-56 and #2013-26 were introduced and passed by the Santa Fe County Board of County Commissioners in an effort to create more transparency, to provide more information on policy making resolutions and encourage more public comment and participation on policy matters before the Board. While both resolutions have resulted in accomplishing these objectives they have at times created unintended consequences of process delays and confusion. As a result the sponsors of the resolutions requested a revision of the two resolutions into one restated resolution that accomplishes the original objectives while streamlining the process for administrative and policy making resolutions.

In order to make improvements to the procedures associated with the adoption of resolutions, this proposed resolution would:

- Encourage public comment on each resolution at the time the resolution is being considered for action
- Delineate when a fiscal impact report will be included with a resolution and the extent of fiscal impacts to be included in such report
- Provides a sample of the fiscal impact report form
- Rescind and replace the requirements described in Resolutions 2012-56 and 2013-26

In concert with this resolution, staff is developing a modified format for Fiscal Impact Reports that will more clearly present the fiscal analysis.

**ACTION REQUESTED:**

This item is for discussion and no action is contemplated.

**THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY**

**RESOLUTION 2013-\_\_**

**A RESOLUTION AMENDING PROCEDURES FOR RESOLUTIONS WITH A FISCAL  
IMPACT; REQUIRING FISCAL IMPACT REPORTS; PRESCRIBING UNIFORMITY  
OF FISCAL IMPACT REPORTS; ENSURING PUBLIC INPUT ON RESOLUTIONS;  
RESCINDING RESOLUTIONS NO. 2012-056 AND NO. 2013-026  
(Introduced by Commissioner Mayfield and Commissioner Chavez)**

---

**WHEREAS**, the Board of County Commissioners of Santa Fe County (“the Board”) passed Resolutions 2012-056 and 2013-026 to increase public input on resolutions and to improve transparency and fiscal reporting on Board decisions;

**WHEREAS**, the Board desires to combine the two resolutions and streamline the process for introducing and approving resolutions;

**WHEREAS**, in combining the two resolutions, the Board desires to retain the qualities of public input, transparency, fiscal reporting and accountability in its decision-making process;

**WHEREAS**, the Board recognizes the importance of developing a uniform procedure for determining the fiscal impact of resolutions, including those creating new programs or policies, amending existing programs or policies, or for one-time expenditures including real property acquisition and construction or acquisition of County facilities;

**WHEREAS**, fiscal impact reports would be useful if they provided cost and revenue projections and a cumulative forecast of the fiscal impact over at least four years following action;

**WHEREAS**, fiscal impact reports are most beneficial if they are provided in a uniform format, contain quantifiable fiscal information, and objectively analyze the proposed action;

**WHEREAS**, input from the citizens of Santa Fe County that informs the Board of public opinion is always useful to help make informed decisions; and

**WHEREAS**, the Board desires to implement a policy of fiscal impact reports as described, to invite public input on all of its proposed resolutions, and to rescind prior resolutions that are not consistent with this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SANTA FE COUNTY, AS FOLLOWS:**

1. Public comment shall be invited individually or collectively on each resolution appearing on the agenda for action. Public comment on items not on the agenda shall be

heard during the agenda item entitled "Matters of Public Concern," and public comment on resolutions appearing on the agenda may be heard during the relevant item or at the call of the Board Chair. Failure to solicit public comment during any item of a Board Meeting shall not affect the legal validity of any action taken on the item.

2. Each policy resolution considered for action that has a fiscal impact shall be accompanied by a fiscal impact report. The fiscal impact report shall be prepared prior to the meeting during which approval is expected. The report shall analyze the immediate impact of the resolution under consideration; if subsequent action will be required to implement the resolution under consideration, only the immediate impacts of the resolution under consideration shall be analyzed. The report shall detail the expected costs and revenues over the first four years following adoption of the proposed resolution, and the fiscal impact report shall be included as part of the packet material for the BCC meeting during which action is expected. A proposed resolution that states a position but that does not make an expenditure or direct staff action shall be deemed to have no known fiscal impact and no fiscal impact report shall be required.

3. If a proposed resolution is changed significantly during the meeting so that the fiscal impact of the resulting program, policy, or acquisition is changed, or if the preparation of a fiscal impact report is warranted and not provided, the Board may vote to table action on the resolution to the following meeting.

4. Because Resolution No. 2009-02 ("The Rules of Order") already permits items to be tabled, withdrawn, postponed or subjected to multiple hearings, multiple hearings of resolutions are not specifically required and Resolution No. 2013-026 is not needed and shall be rescinded. Resolution No. 2012-56 is superseded by the public input provisions of this resolution and shall also be rescinded.

**PASSED, APPROVED, and ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Kathy Holian, Chair**

**Attest:**

\_\_\_\_\_  
**Geraldine Salazar, County Clerk**

**Approved as to form:**

\_\_\_\_\_  
**Stephen C. Ross, County Attorney**

## DRAFT

# SANTA FE COUNTY INSTRUCTIONS FOR THE FISCAL IMPACT REPORT (FIR'S)

### GENERAL:

The following are guidelines to be used when completing the fiscal impact report (FIR).

1. The FIR analyses are to be factual and should address all information requested on the form. The primary emphasis of FIR's is the immediate and apparent long-range direct impact upon the County's operating budget of a given proposed program/service or newly imposed statute. Any administrative, programmatic and technical issues should also be identified and analyzed for the Board of County Commissioner's (BCC) consideration before discussion and action.
2. Statements of opinion as to whether a proposed item is good or bad are not to be included in the analysis. Technical or substantive problems and areas of concern should be noted in the analysis in the form of suggestions and questions.
3. Deadlines for analysis should be adhered to.
4. Resolutions with a fiscal impact must be reviewed by the Department Director and the finance director and/or budget administrator prior to BCC consideration.

### FORM COMPLETION:

The following procedures and formats are to be used when completing an FIR. The FIR is divided into four sections, and are as follows:

#### Section A – General Information

Section A provides general information about the proposed ordinance/resolution. Under Short Title, use the title of the resolution or simply provide a brief description.

#### Section B-Summary

Section B provides a brief overview of the fiscal impact.

#### Section C – Fiscal Impact

Important Note: Financial information on the FIR does not directly translate into an automatic budget increase or approval of additional personnel. These increase action items must be requested at budget preparation or mid-year and the appropriate request forms must be completed.

#### 1. PROJECTED EXPENDITURES:

##### Column 1 – Expenditure Classifications

This describes the type of expenditure appropriation needed to fund the proposed item. For calculating salary and benefits contact the Finance Division. Other



## DRAFT

# SANTA FE COUNTY INSTRUCTIONS FOR THE FISCAL IMPACT REPORT (FIR'S)

### GENERAL:

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#### 1. PROJECTED EXPENDITURES:

##### Column 1 – Expenditure Classifications

This describes the type of expenditure appropriation needed to fund the proposed item. For calculating salary and benefits contact the Finance Division. Other

## DRAFT

operating costs should include those items which do not fall under the other categories.

Any values noted in expenditure classification of salaries and benefits requires detailed forms attached as to range, salary, and benefit allocation and must be signed by the Human Resources Division for each new position(s) requested (prorated for period to be employed by fiscal year). Any indication that additional staffing would be required must be reviewed and approved in advance by the County Manager by attached memo before the FIR is presented to the BCC.

### Column 2 and 3 – Projected Expenditures

Indicate fiscal year(s) affected – usually the current fiscal year and the next fiscal year. Please provide additional information, if necessary, for fiscal impact in years three and four in the Expenditure/Revenue Narrative.

Indicate:            “A” if current budget and level of staffing will absorb the costs  
                              “N” if new, additional, or increased budget or staffing will be  
                              required

If the proposed ordinance/resolution *increases* expenditures, please use the number without parentheses.

If the proposed ordinance/resolution *decreases* expenditures, place the number in parentheses.

### Column 4 – Recurring and Non-recurring Costs

If the proposed ordinance/resolution provides for a one-time capital expense (e.g., construction of a building), the expense is considered to be non-recurring. The term non-recurring should be used when this one-time impact affects the General Fund, appropriate Special Revenue funds or bond proceeds.

However, in the case of the proposed ordinance/resolution appropriating funds to construct a building, the hidden costs of utilities, maintenance and so forth are recurring expenses. A proposed ordinance/resolution may appropriate funds to implement a certain program. This would be considered a recurring expense since further appropriations would more than likely be called for.

Indicate:    “R” if recurring annual costs  
                  “NR” if one-time, non-recurring costs, such as start-up, contract or  
                  equipment costs

## DRAFT

### Column 5 through 7 – Future Years Recurring and Non-recurring Costs

Same instructions as Column 2, 3 and 4 above. Please provide additional information relative to fiscal impact for years three and four in the Expenditure/Revenue Narrative.

Attach additional projection schedules if four years does not adequately project revenue and costs patterns.

### Column 8 – Fund Affected

In this column, insert the fund to be debited with the expense (e.g., General Fund, Special Revenue Fund, CIP Fund, Enterprise Fund, etc.).

## 2. REVENUE SOURCES

This portion must be filled out to indicate new revenues and/or required for costs which new expenditure budget is proposed in projected expenditures.

### Column 1 – Type of Revenue

This describes the type of revenue source being considered.

### Column 2 – Estimated Revenue

Under the appropriate fiscal year, insert the estimated revenue impact.

If the proposed ordinance/resolution will *reduce* revenues, place the number in parentheses.

If the proposed ordinance/resolution will *increase* revenues, do not use parentheses.

### Column 3, 4 and 5 – Recurring and Non-recurring

If the proposed ordinance/resolution relates to revenue and the estimated revenue impacts will occur in fiscal years beyond the years in column 2 and 3, please insert figures in the remaining columns. Relative information for fiscal impact in years three and four should be noted in the Expenditure/Revenue Narrative. If a proposed ordinance/resolution provides for a one-time revenue impact, the revenue is considered to be non-recurring or from surplus. The term non-recurring is to be used when bonds or other one-time revenue sources are involved.

### Column 6 – Fund Affected

In this column, insert the fund name affected by the revenue increase or decrease.

## 3. EXPENDITURE/REVENUE NARRATIVE

Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary). Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of

## DRAFT

receipt of revenues/grants, etc. Include additional details for financial impact for fiscal years three and four.

### Section D –General Narrative

1. Conflicts:

Does this proposed ordinance/resolution duplicate/conflict with/companion to/relate to any existing County ordinance/resolution or other adopted policies? If so include details of county adopted ordinance/resolution and dates. Summarize the relationships, conflicts or overlaps.

2. Consequences of Not Enacting this Ordinance/Resolution:

If there are any consequences of not enacting this ordinance/resolution please describe.

3. Technical Issues”

If there are any incorrect citations of law, drafting errors or other problems, amendments that should be considered or any other alternatives which should be considered in enacting this ordinance/resolution please describe.

4. Community Impact:

Briefly describe the major positive or negative effects the ordinance/resolution might have on the community including, but not limited to, businesses, neighborhoods, families, social service provider and other institutions such as schools, churches, etc.

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SANTA FE COUNTY  
FISCAL IMPACT REPORT (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed ordinance or resolution as to its direct impact upon the County's operating budget and is intended for use by staff of the Human Resources and Finance Divisions, the County Manager and the governing body of Santa Fe County. Ordinances/resolutions with no fiscal impact still require a completed FIR. Ordinances/resolutions with a fiscal impact must be reviewed by the Finance Division Director or the Budget Administrator. Ordinances/resolutions with proposed staffing increases must be reviewed and approved by the Human Resources staff and approved by the County Manager before presentation to the Board of County Commissioners (BCC).

**Section A. General Information**

(Check) Ordinance: \_\_\_\_\_ Resolution: \_\_\_\_\_

A single FIR may be used for related ordinances and/or resolutions.

Short Title(s): \_\_\_\_\_

Reviewing Division(s): \_\_\_\_\_

Person Completing FIR: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Reviewed by Department Director: \_\_\_\_\_

Date: \_\_\_\_\_ (Signature)

Reviewed by Finance Director: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

**Section B. Summary**

Briefly explain the purpose and major provisions of the ordinance/resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

=====  
**Section C. Fiscal Impact**

NOTE: Financial information on this FIR does not directly translate into a Santa Fe County budget increase.

- a. The item must be presented to the Finance Division for analysis and recommendation as a potential request to increase the existing budget for the county.

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- b. Detailed budget information must be included, such as funding source, amounts and justification.
- c. Detailed salary and benefit for new full-time equivalents (FTE's) must be included. The request must be approved by the staff of the Human Resources Division for each new FTE request.
- 1. **Projected Expenditures:**
  - a. Indicate Fiscal Year(s) affected – the current fiscal year and the following three fiscal years, where applicable
  - b. Indicate: "A" if current budget and level of staffing will absorb the costs  
"N" if new, additional, or increased budget or staffing will be required
  - c. Indicate: "R" if recurring annual costs  
Indicate: "NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
  - d. Attach additional projection schedules if four years does not adequately project revenue and costs patterns
  - e. Costs may be netted or show as an offset if some cost savings are projected (please explain further in Section 3 Narrative)
  - f. Please provide additional fiscal impact information for years 3 and 4 in the Expenditure/Revenue Narrative.

Column#:            1                            2                            3                            4                            5                            6                            7                            8

Exp. Classification	FY____	"A" or "N"	"R" or "NR"	FY____	"A" or "N"	"R" or "NR"	Fund Affected
Salary and Benefits	\$			\$			
Maintenance	\$			\$			
Other Operating	\$			\$			
Contractual Services	\$			\$			
Capital Requirements	\$			\$			
<b>TOTAL</b>	\$			\$			

\*Any indication that additional staffing would be required must be reviewed and approved in advance by the County Manager by attached memo before release of FIR to the Board of County Commissioners (BCC).

\*\* For salary and benefit information contact the Finance Division.



DRAFT

**Section D. General Narrative**

- 1. Conflicts:** Does this proposed ordinance/resolution duplicate/conflict with/companion to/relate to any County code, approved ordinance or resolution, other adopted policies and legislation? Include details of county adopted ordinances/resolutions and dates. Summarize the relationships, conflicts or overlaps.

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- 2. Consequences of Not Enacting This Ordinance/Resolution:**

Are there consequences of not enacting this ordinance/resolution? If so, describe.

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- 3. Technical Issues:**

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

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- 4. Community Impact:**

Briefly describe the major positive or negative effects the ordinance/resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

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