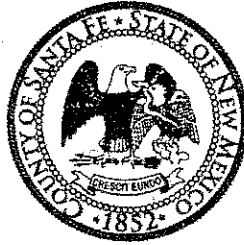


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 15, 2018

TO: Santa Fe County Board of County Commissioners

FROM: Bill Taylor, Procurement Manager, CPO

VIA: Katherine Miller, County Manager
Stephanie S. Clarke, Finance Director
Michael Kelly, Public Works Director

ITEM AND ISSUE: BCC Meeting August 28, 2018

Approval of Amendment No. 3 to the Professional Service Agreement No. 2017-0249-PW/IC Between Santa Fe County and Stantec Consulting Inc. Extending the Term of the Agreement an Additional Year and Increasing the Compensation an Additional \$158,998.00 Inclusive of NM GRT for a Total Agreement Amount of \$407,998.00, and Granting the County Manager Authorization to Sign the Purchase Order. (Bill Taylor, Purchasing Division)

Issue:

The proposed Amendment No. 3 extends the term of the contract for one additional year, from September 1, 2018 to September 1, 2019. Services to be provided include completion of the Operating Agreement between the County and the Pueblos and development of a rate analysis and financial plan. Amendment No. 3 adds an additional \$158,998.00 inclusive of New Mexico gross receipts tax for services bringing the total contract cost to \$407,998.00. Pursuant to County Resolution 2014-143 regarding contract signature authority, to total compensation requires BCC approval.

Background:

Stantec Consulting Inc. provides engineering services to the Santa Fe County Utility Division as its Owner's Agent for the Pojoaque Basin Regional Water System design and construction. The design and construction of the Pojoaque Basin Regional Water System (RWS) by the Bureau of Reclamation (BOR) is a key element of the Aamodt Settlement Agreement. The RWS will deliver up to 4000 afy to Pueblo and non-Pueblo residents of the Pojoaque Basin. Phase 1 will be constructed through a design-build (DB) contract with BOR and includes the diversion project, water treatment, and transmission and tanks for the Pueblos of San Ildefonso and Pojoaque. Phases 2 and 3 will be constructed through design-bid-build (DBB) contracts with BOR and includes the transmission lines and tanks for the Pueblos of Nambe and Tesuque as well as the Village of

Tesuque out to the Bishop's Lodge area. Construction of the RWS is scheduled to be complete in 2024 and then conveyed to the Regional Water Authority (RWA) to own, operate and manage.

In September of 2017 Santa Fe County entered into a Professional Services Agreement No. 2017-0249-PW/IC with Stantec Consulting Inc. for consultation on the design, construction and initial project operation of the Pojoaque Basin Regional Water System. The total cost of the original contract was \$120,000.00 inclusive of New Mexico gross receipts tax.

In January of 2018, Amendment No. 1 to the Professional Services Agreement approved the 60 percent design build review including review of drawings, specifications, design, data/calculations, operations, and maintenance and repair cost estimates. The total cost of Amendment No. 1 was \$68,000.00 inclusive of New Mexico gross receipts tax bringing the total contract cost to \$188,000.00.

In July of 2018, Amendment No. 2 to the Professional Services Agreement approved the 90 percent design build review including review of drawings, specifications, data/calculations, operations, and maintenance and repair cost estimates. The total cost of Amendment No. 2 was \$61,000.00 inclusive of New Mexico gross receipts tax bringing the total contract cost to \$249,000.00.

Recommendation:

The Purchasing Division and the Public Works Department request approval of Amendment No. 3 to Professional Service Agreement No. 2017-0249-PW/IC between Santa Fe County and Stantec Consulting Inc., extending the term an additional year and increasing the compensation an additional \$158,998.00, inclusive of NMGRS for a total contract sum of \$407,998.00 for the service provision of acting as the County's Owner's Agent providing engineering services for the Pojoaque Basin Regional Water System.

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
WITH STANTEC TO PROVIDE OWNER'S REPRESENTATIVE SERVICES**

THIS AMENDMENT is made and entered into this 26th day of July, 2018 by and between Santa Fe County (hereinafter "County"), a political subdivision of the state of New Mexico, and Stantec, whose principal address is 500 Marquette NW, Suite 1200, Albuquerque, NM 87102 (hereinafter referred to as the "Contractor").

WHEREAS, the County and the Contractor entered into Agreement No. 2017-0249-PW/IC (Agreement) dated September 1, 2017, to provide owner's representative services for consultation on the design, construction and initial project operation of the Pojoaque Basin Regional Water System; and

WHEREAS, according to Section 15 (No Oral Modification; Written Amendments Required), all amendments and modifications to the Agreement are required to be in writing and signed by the parties; and

WHEREAS, Amendment No. 1 the parties amended the Agreement to include 60% design build (DB) review including review of drawings, specifications, design, data/calculations, operations, maintenance and repair cost estimates for the proposed Pojoaque Basin Regional Water System and increase the compensation payable to the Contractor by \$68,000.00 for a not to exceed amount of \$188,000.00 inclusive of NM grt; and

WHEREAS, by this Amendment No. 2 the parties wish to amend the Agreement to increase the 60% DB review to 90% DB review including review of drawings, specifications, design, data/calculations, operations, maintenance and repair cost estimates for the proposed Pojoaque Basin Regional Water System, and increase the compensation payable to the Contractor by a sum of \$61,000.00 for a not to exceed amount of \$249,000.00 inclusive of NM grt; and

NOW THEREFORE the parties agree as follows:

1. Section 3 (Compensation, Invoicing and Set-Off), subparagraph A.1. a subparagraph b. is inserted to read:
 - b. By Amendment No. 2 to this Agreement, the County shall pay to the Contractor for 90% DB review in accordance with the costs and fees detailed in Exhibit C, attached hereto.
2. Section 3 (Compensation, Invoicing and Set-Off), subparagraph A.2. a subparagraph b. is inserted to read:
 - b. Pursuant to Amendment No. 2 to this Agreement, the compensation payable to the Contractor is increased by \$61,000.00, inclusive of NM grt

in accordance with Exhibit C. The total amount payable to the Contractor under this Agreement shall not exceed \$249,000.00, inclusive of NM grt.

3. All other provisions of this Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of the last signature below.

SANTA FE COUNTY

Katherine Miller,
Santa Fe County Manager

Date

Approved as to form:

R. Bruce Frederick
Santa Fe County Attorney

7-10-18
Date

Finance Department:

Stephanie Schardin Clarke
Santa Fe County Finance Director

Date

CONTRACTOR

By: _____
(Print Name)

Date

As: _____
(Print Title)

in accordance with Exhibit C. The total amount payable to the Contractor under this Agreement shall not exceed \$249,000.00, inclusive of NM grt.

3. All other provisions of this Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

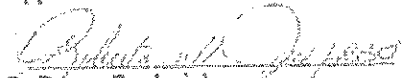
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of the last signature below.

SANTA FE COUNTY


Katherine Miller,
Santa Fe County Manager


7/26/18
Date

Approved as to form:


R. Bruce Frederick
Santa Fe County Attorney


7/26/18
Date

Finance Department:


Stephanie Schardin Clarke
Santa Fe County Finance Director

7/23/18
Date

CONTRACTOR



7/20/18
Date

By: Steve Winder
(Print Name)

Its: Regional Business Leader
(Print Title) Vice President

EXHIBIT C

Owners Representative Services
RFP #2017-0249-PW/IC



Prepared for:
SANTA FE COUNTY

July 11, 2018

EXHIBIT C

Scope of Work

FY 2018 – Amendment No. 2

Stantec's professional services are described herein for the FY 2018 Amendment No. 2 scope of work (Scope) for the Santa Fe County (County) Owners Representative Services Project (Project) under Agreement No. 2017-0249-PW/IC. The Scope has been prepared to include 90% review of the Design Build Project and review of the 90% cost estimates, inclusive of New Mexico Gross Receipts Tax (NMGRS). Project Management tasks associated with the Scope are also included. The term of the agreement is not extended under this Amendment. A separate Scope will be authorized for additional services in FY19, which will extend the term of the agreement.

Task 1: Design Review

Stantec will perform review of the 90% final design provided by others for the Pojoaque Basin Regional Water System (RWS) Design Build (DB), including drawings, specifications, design data/calculations, operations and maintenance plans and cost data (capital costs and Operations/Maintenance and Replacement – OM&R costs) provided by US Bureau of Reclamation (Reclamation). Based on the current status of the project and earlier review workshops at the 60% design phase, Reclamation will likely consider additional design changes and submittals after the 90% design phase to address funding shortfalls, which may involve changes in project scope and phasing. Subsequent design reviews, after the 90% design phase, are not included in the FY 2018 Amendment No. 2 Scope.

Written comments will be provided to County staff and conference calls will be conducted to review comments prior to submittal back to Reclamation. Stantec will review all comments with the County and provide an updated comment log, if necessary, based on internal conference call meetings, prior to County submittal of the compiled set of comments to Reclamation. Internal review and coordination of comments with County staff will be conducted via conference calls and assumes no additional travel costs.

Design reviews will be performed by senior-level engineering staff, experienced in the related engineering disciplines, including: civil, electrical, instrumentation & control (I&C), process mechanical, and treatment process design. When applicable, Stantec will provide technical subject matter experts (SMEs) to review treatment process, operations & maintenance (O&M) and constructability issues.

Stantec will attend a 90% design phase review meeting to support communication and resolution of the County's comments and recommendations to Reclamation and its representatives. A total of two (2) days participation in design review workshops with Reclamation is assumed. Travel is assumed for two staff (treatment and O&M SMEs) attending the design workshops. The Project Manager will be available to meet at the County offices during the internal review conference calls and will also attend the design review workshop with Reclamation.

Task 2: Cost Estimate Review

Stantec will perform a cost estimate review under the FY 2019 Scope that accompanies the 90% final design deliverables, including capital and OM&R costs. It is assumed that the cost data, assumptions, detailed breakdown, unit prices, quantities and tabulations of costs will be made available by Reclamation in electronic format. For the OM&R cost evaluation, it is assumed that

EXHIBIT C

the operations (Operating Plan) will be defined in sufficient detail to validate assumptions and costs.

Cost estimate reviews will be performed by Stantec construction estimating staff and O&M SMEs. Written comments will be provided to County staff and conference calls will be conducted to review comments prior to submittal back to Reclamation. Stantec will review all comments with the County and provide an updated comment log, if necessary, based on internal conference call meetings, prior to the County submittal of the compiled set of comments to Reclamation.

Stantec will attend a 90% cost review workshop to support communication and resolution of the County's comments and recommendations to Reclamation and its representatives. A total of one (1) day participation in the cost review workshops is assumed. Travel is assumed for one staff (O&M SMEs) attending the design workshops.

Task 3: Operating Agreement

Not included in Amendment No. 2. Additional services will be authorized as part of the FY 2019 Scope.

Task 4: Meeting and Workshop Participation

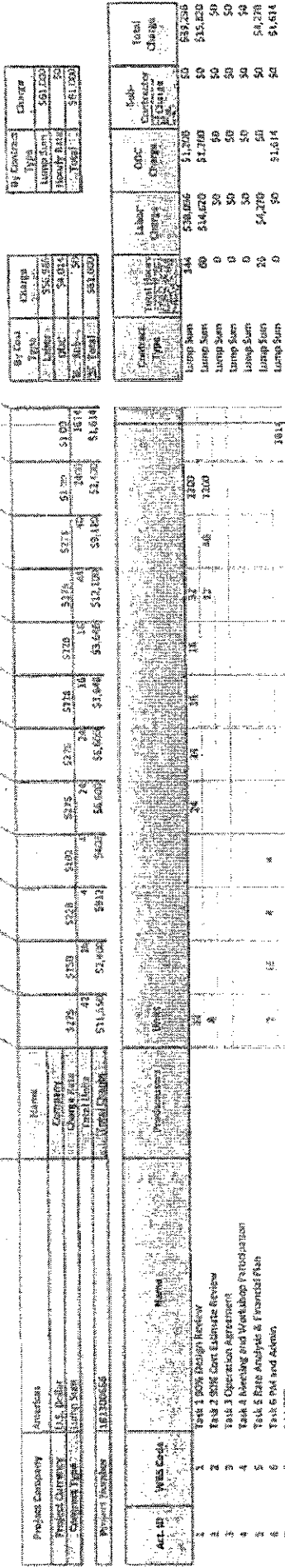
Not included in Amendment No. 2. Additional services will be authorized as part of the FY 2019 Scope.

Task 5: Rate Analysis & Financial Plan

Not included in Amendment No. 2. Additional services will be authorized as part of the FY 2019 Scope.

Task 6: Project Management

The Stantec Project Manager will provide regular project status updates to the County Project Manager throughout the duration of the project. One-hour conference calls will be scheduled on a monthly basis to update the County Project Manager. Other related project management activities include project controls, team coordination, document management and invoicing. The Stantec Contract Manager / Principal in Charge will work closely with the County and the Stantec Project Manager to ensure quality management oversight and quality assurance checks throughout the project.



**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH STANTEC TO PROVIDE OWNER'S REPRESENTATIVE SERVICES**

THIS AMENDMENT is made and entered into this 17th day of January, 2018 by and between Santa Fe County (hereinafter "County"), a political subdivision of the state of New Mexico, and Stantec, whose principal address is 500 Marquette NW, Suite 1200, Albuquerque, NM 87102 (hereinafter referred to as the "Contractor").

WHEREAS, the County and the Contractor entered into Agreement No. 2017-0249-PW/IC (Agreement) dated September 1, 2017, to provide owner's representative services for consultation on the design, construction and initial project operation of the Pojoaque Basin Regional Water System; and

WHEREAS, according to Section 15 (No Oral Modification; Written Amendments Required), all amendments and modifications to the Agreement are required to be in writing and signed by the parties; and

WHEREAS, the parties wish to amend the Agreement to include 60% design build (DB) review including review of drawings, specifications, design, data/calculations, operations, maintenance and repair cost estimates for the proposed Pojoaque Basin Regional Water System and increase the compensation payable to the Contractor by \$68,000.00 for a not to exceed amount of \$188,000.00 inclusive of NM grt.

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

1. Section 3 (Compensation, Invoicing and Set-Off), subparagraph A.1. a new subparagraph a. is inserted to read:
 2.
 - a. Pursuant to Amendment No. 1 to this Agreement, the County shall pay to the Contractor for 60% DB review in accordance with the costs and fees detailed in Exhibit B, attached hereto.
3. Section 3 (Compensation, Invoicing and Set-Off), subparagraph A.2. a new subparagraph a. is inserted to read:
 - a. Pursuant to Amendment No. 1 to this Agreement, the compensation payable to the Contractor is increased by \$68,000.00, inclusive of NM grt in accordance with Exhibit B. The total amount payable to the Contractor under this Agreement shall not exceed \$188,000.00, inclusive of NM grt.

3. All other provisions of this Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date of the last signature below.

SANTA FE COUNTY

Katherine Miller
Katherine Miller,
Santa Fe County Manager

1/17/18
Date

Approved as to form:

R. Bruce Frederick
R. Bruce Frederick
Santa Fe County Attorney

12-30-17
Date

Finance Department:

Stephanie Schardin Clarke
Stephanie Schardin Clarke
Finance Director

12/21/17
Date

CONTRACTOR

Date

By: _____
(Print Name)

Its: _____
(Print Title)

3. All other provisions of this Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date of the last signature below.

SANTA FE COUNTY

Katherine Miller,
Santa Fe County Manager

Date

Approved as to form:

R. Bruce Frederick
R. Bruce Frederick
Santa Fe County Attorney

12-30-17

Date

Finance Department:

Stephanie Schardin Clarke
Stephanie Schardin Clarke
Finance Director

12/21/17

Date

CONTRACTOR

Steven P. Weber

01/05/2018

Date

By: Steven P. Weber, PhD
(Print Name)

Its: Vice President & Regional Manager
(Print Title)

EXHIBIT B

Scope of Work

1 FY 2018 – Year 1

Additional services for design review of the 60% Design Build submittal are anticipated. This scope of work is to be executed under Stantec's professional services as described herein (FY 2018 Scope of Work) for the Santa Fe County (County) Owners Representative Services Project.

The 60% design review task outlined below will be separately authorized by the County based on a description of the work below and the estimated hours, which are attached, to complete the work.

1.1.1 60% DESIGN REVIEW

Stantec will perform reviews of the 60% design provided by others for the Pojoaque Basin Regional Water System (RWS) Design Build (DB), including drawings, specifications, design data/calculations and operations, maintenance and replacement (OM&R) cost estimates provided. The design review effort (60% level) will focus on design detail presented and will build upon value engineering concepts and alternatives previously evaluated under the 30% design review effort with the goal of enhancing project performance and reducing overall capital and OM&R costs for the project.

Written comments will be provided to County staff and a conference call will be conducted to review comments prior to submittal. Stantec will review all comments with the County and provide an updated comment log, if necessary, based on internal conference call meetings, prior to their submission to the Bureau of Reclamation (BOR) and their representative(s).

Design reviews will be performed by senior-level engineering staff, experienced in the related engineering disciplines, which may include civil, electrical, hydraulics, instrumentation & control (I&C), mechanical (plumbing/HVAC), process mechanical, treatment process design and operations. When applicable, Stantec will provide technical subject matter experts (SMEs) to review treatment process, operations & maintenance (O&M) and constructability issues.

Stantec will attend a 60% design phase review meeting to support communication and resolution of the County's comments and recommendations to Reclamation and its representatives. A total of two (2) days participation in design review workshops is assumed. Travel is assumed for two staff (treatment and operations SMEs) attending the design workshops. Internal reviews of comments with County staff will be performed remotely and coordination of comments with the County will be accomplished using conference calls and assumes no additional travel costs. The Project Manager will be available to meet at the County offices during these conference calls and will also attend the design review workshop.

Tentative dates for the 60% design reviews are shown below, but are subject to change.

Design Review Schedule

Activity	Phase 1 (Design-Build)
60% Design	12/1/17
Written Comments Due	12/22/17
Workshop	1/3/18-1/4/18

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
STANTEC
FOR OWNERS REPRESENTATIVE SERVICES**

THIS AGREEMENT is made and entered into this 1st day of September 2017, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **STANTEC**, whose principal address is **500 MARQUETTE AVE SW, SUITE 1200, ALBUQUERQUE, NM 87102** hereinafter referred to as the "Contractor".

WHEREAS, pursuant to NMSA 1978 Section 13-1-112, Santa Fe County issued Request for Proposals (RFP) No. 2017-0249-PW/IC; and

WHEREAS, the Santa Fe County Public Works Utility Department requires the services of an Owners Representative for consultation on the design, construction and initial project operation of the Pojoaque Basin Regional Water System; and

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, it is agreed between the parties:

I. SCOPE OF WORK

The Contractor shall provide, without limitation, the following services.

A. Design Review

- Develop design criteria for issuance to the DB and DBB firms
- Assist the County in evaluating DBB contract selections
- Conduct or review life-cycle cost /value engineering analyses
- Identify opportunities for possible future expansion after completion of RWS in 2024
- Conduct cost/benefit analysis to help determine the size of the County system and the extent of fire protection
- Ensure sufficiency of and incorporation of County design standards into the RWS
- Assist with development of uniform standards for all aspects of project delivery
- Ensure that County priorities are adequately incorporated into the project schedule
- Conduct milestone reviews and quality assurance throughout the design process
- Recommend material, systems and process alternatives
- Conduct constructability and sustainability reviews

B. Cost Control

1. Develop or review milestone cost estimates so that design complies with the budget
2. Develop strategies to maximize the value of County infrastructure using available funding sources

3. Assist the County in securing financing for the program/project as needed
4. Provide recommended controls of the project's scope of the work
5. Develop strategies to avoid delays, changes and claims
6. Analyze costs attributed to the CWU to ensure consistency with current agreements

C. Contracts and Agreements

1. Assist the County in development of the Operating Agreement, the System Operator Agreement and the Fiscal Services Agreement between the County and the RWA
2. Assist the County in developing other related contracts and agreements as needed

D. Construction Observation and Regulatory Compliance

1. Periodic field observation of all phases of construction to support and verify proper execution of the contract documents and compliance with all applicable regulations and requirements
2. Establish and document compliance with performance standards and specifications
3. Provide a digital photo log of construction progress at each stage
4. Attend regular construction progress meetings and select technical and stakeholder project meetings.

E. Acquiring Professional Services

1. Assist the County with procuring a variety of services or products including surveying and hydrogeological reports
2. Assist the County in managing land acquisition and environmental service providers

F. Project Close Out

- Assist in establishing an operator training program and/or in procurement of contract operations services
- Participate in commissioning of the water treatment plant
- Perform forensic engineering and analysis as may be required
- Support project close out services as needed

G. Other Services

1. Prepare to serve as a consultant or witness in any litigation, arbitration or dispute resolution

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (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 a written amendment to this Agreement.

3. 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 to the Contractor in full payment for services satisfactorily performed in accordance with the costs and fees detailed in Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed \$120,000 inclusive of New Mexico gross receipts tax.
- 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 deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **Michael Kelley, Public Works, Director** or such other individual as may be designated in the absence of the County representative.
- 2) 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 services or deliverables.
- 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 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.

4. 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 year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one year increments not to exceed four years in total.

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 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 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 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 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. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. 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 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 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 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
Attn: Public Works Director
P.O. Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor: Stantec
Attention: William Landin
500 Marquette Ave SW, Suite 1200
Albuquerque, NM 87102

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 New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

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 \$2,000,000.00 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. Santa Fe County shall be a named additional insured on the policy.

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

D. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance not less than \$1,000,000.

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), 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.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; 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.

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

SANTA FE COUNTY:



Katherine Miller.
Santa Fe County Manager

Date

9-1-17

Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

Date

8-31-17

Finance Department:



Don D. Moya
Finance Director

Date

8-31-17

CONTRACTOR:

(Signature)

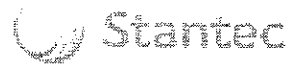
(Print Name)

(Print Title)

Date

EXHIBIT A

Owners Representative Services
RFP #2017-0249-PW/IC



Prepared for:
SANTA FE COUNTY

August 30, 2017

Stantec's professional services are described herein (FY 2018 Scope of Work) for the Santa Fe County (County) Owners Representative Services Project. The scope of work has been tailored to fit the County's initial budget of \$120,000 in FY 2018, inclusive of New Mexico Gross Receipts Tax (NMGR). The FY 2018 scope of work provides a more detailed description of the work required under Tasks 1-4, as provided by the County. Task 5 provides a description of the Project Management tasks associated with the project. Tasks 1-5 represent the basis services authorized by the County for FY 2018. The Notice to Proceed (NTP) for this work is assumed to begin on September 7, 2017.

Task 6 provides a general description of the additional services that may be authorized by the County under this contract, if budget is available, either in FY 2018, or in subsequent years. Any work beyond the basic services described herein (Tasks 1-5) will be separately authorized by the County based on a description of the work and the estimated hours to complete the work. The additional services would be performed on an hourly rate basis as authorized by the County. Rates will be escalated by 3% in each subsequent year of the contract.

Stantec will perform reviews of the 30% preliminary design provided by others for the Pajoaque Basin Regional Water System (RWS) Design Build (DB), including drawings, specifications and design data/calculations provided. The initial design review effort (30% level) will focus on value engineering concepts and alternatives for the DB preliminary designs in an effort to reduce overall capital and operations and maintenance (O&M) costs for the project. This phase of the design is considered to be the most critical review in terms of identifying options and alternatives to reduce operations & maintenance (O&M) costs and overall project life-cycle costs.

Written comments will be provided to County staff and conference calls will be conducted to review comments prior to submittal. Stantec will review all comments with the County and provide an updated comment log, if necessary, based on internal conference call meetings, prior to their submission to the Bureau of Reclamation (BOR) and their representative(s).

Design reviews will be performed by senior-level engineering staff, experienced in the related engineering disciplines, which may include civil, electrical, hydraulics, instrumentation & control (I&C), mechanical (plumbing/HVAC), process mechanical, structural and treatment process design. When applicable, Stantec will provide technical subject matter experts (SMEs) to review treatment process, operations & maintenance (O&M) and constructability issues.

Stantec will attend a total of three (3) 30% design phase review meetings and/or value engineering workshops to support communication and resolution of the County's comments and recommendations to Reclamation and its representatives. A total of six (6) days participation in design review/value engineering workshops is assumed as some of the meetings are scheduled over a two day period. Travel is assumed for staff attending the design workshops. Internal reviews of comments with County staff will be performed remotely and coordination of comments with the County will be accomplished using conference calls and assumes no additional travel costs. The Project Manager will be available to meet at the County offices during these conference calls.

EXHIBIT A CONTINUED pg 3 of 8

Design reviews for the 60%, 90% and final design DB deliverables and any reviews for the Phases 2 and 3 are not included in the scope of work due to budget limitations. Design Review milestones scheduled in FY 2018 are based on the preliminary schedule shown below.

Design Review Schedule

Activity	Phase 1 (Design-Build)	Phases 2 and 3 (Design-Bid-Build)
Design Reviews		
30% Design		
Written Comments Due	9/1/17	Not in FY 2018 Scope
Technical Review Workshop	9/6/17 and 9/7/17	Not in FY 2018 Scope
DB Workshop	9/19/17 and 9/20/17	Not in FY 2018 Scope
Value Engineering Workshop	9/26/17 and 9/27/17	Not in FY 2018 Scope
Not Included in FY 2018 Scope of Work		
60% Design		
Written Comments Due	12/1/17	11/9/17
Workshop	12/22/17	12/1/17
	1/3/18-1/4/18	12/8/17
90% Design		
Written Comments Due	3/5/18	4/16/18
Workshop	3/23/17	5/11/18
	4/3/18-4/4/18	5/22/18
Final Design		
	6/30/18	TBD
Cost Estimate Reviews		
30% Cost Estimates		
	TBD	TBD
60% Cost Estimates		
	12/1/17	11/9/17
90% Cost Estimates		
	3/5/18	4/16/18
Construction Costs		
	4/10/18	TBD

Cost estimate reviews for the 30%, 60%, 90% and final design deliverables are not included in the scope of work due to budget limitations.

Stantec will work with County staff to prepare the basis for an Operating Agreement (OA) that meets the requirements of the Aarodt Settlement Agreement, the Cost Sharing and System Integration Agreement and the Aarodt Litigation Act. Stantec will provide County staff with a draft outline of the OA for their review. The OA is required to be delivered to the Secretary of Interior within 180 days after final design of the RWS in accordance with the conditions of the settlement. It is estimated that the work under this task could take as long as 12 – 18 months to complete, therefore Task 3 is assumed to start immediately upon NTP in an effort to meet the imposed schedule deadlines in the settlement.

In order to expedite development of the Draft OA, Stantec proposes to perform the following tasks:

- Data collection and review of similar or relevant OAs. Analysis and assessment of similar OAs lessons learned and to avoid pitfalls and guide the basis for the OA.

- Prepare for and conduct an initial full-day OA Scoping Workshop with the County. Identify key operating variables, using PESTLE (Political, Environmental, Social, Technical, Legal and Economic) evaluation approach, in conjunction with County staff.
 - The purpose of the OA Scoping Workshop is to identify possible operating scenarios (alternatives), describing factors, attributes, advantages and importance of each – using a Choosing by Advantages (CBA) decision support approach. This is assumed to be a full day workshop that will cover the following elements:
 - Identify and describe County's desired outcome. Evaluate other Parties desired outcomes, if known.
 - Evaluate Party positions legally, economically, technically; and identify potential deal points and trade-offs.
 - Prepare a draft memorandum summarizing the results of the CBA workshop. A follow up meeting will be conducted at County offices for discussion of comments. A final memorandum will be provided to address comments received at the meeting.
- Prepare a draft outline and basis for development of the OA
- Prepare a draft Basis of Negotiations document
- Prepare for and conduct a second full-day workshop with County staff to review the Basis of Negotiations and Draft Outline of the OA. Summary minutes of the workshop will be prepared to document issues, considerations and decisions.
- Prepare a draft Next Steps Plan and Schedule

Evaluation of conjunctive use wells, water quality compatibility studies and sources(s) of supply and the hydraulic operational considerations that arise from a blended supply are not included in the scope of work due to budget limitations.

The Stantec Project Manager will provide regular project status updates to the County Project Manager throughout the duration of the project. One-hour conference calls will be scheduled on a monthly basis to update the County Project Manager. Stantec will prepare a project execution plan and schedule and will report progress based on the accepted project schedule. Other related project management activities include project controls, team coordination, document management and invoicing. The Stantec Contract Manager / Principal in Charge will work closely with the County and the Stantec Project Manager to ensure quality management oversight and quality assurance checks throughout the project.

Stantec may be authorized by the County to perform the following additional services under this contract upon request based on the scope of the work negotiated, the attached hourly rates and the funding available for the additional work.

ADDITIONAL TASK 1 SERVICES NOT INCLUDED, BUT MAY BE AUTHORIZED WITH ADDITIONAL BUDGET UPON REQUEST:

- Provide design reviews for 60%, 90% and final design deliverables for Phase 1 (DB) and Phases 2 and 3 (DBB) of the project.
- Participate in additional value engineering or design review workshops conducted by BOR.
- Participate in field reviews of DBB pipeline locations, or storage tank, pumping facilities and radio communications sites.

ADDITIONAL TASK 2 SERVICES NOT INCLUDED, BUT MAY BE AUTHORIZED WITH ADDITIONAL BUDGET UPON REQUEST:

- Review of capital and O&M cost estimates, with special consideration for lifecycle costs, at the 30% preliminary design phase for Phase 1 (DB) and Phases 2 and 3 (DBB) of the RWS project.
- Evaluation of cost estimates prepared by Reclamation for a) inclusion of fire protection for County residents, and b) upsizing of water system components to prepare for the construction of a water line after June, 2024 which will deliver water outside the Pojoaque Basin.
- Review of costs allocated to the federal and nonfederal share of the RWS using the HKM Engineering Report and the Cost Sharing Agreement as guidance for the appropriate percentages. The review will be summarized in letter memorandum and provided to the County.
- Provide a detailed validation or check estimate to compare with construction cost estimates provided by others, including detailed basis of estimate documentation and unit price estimating for comparison.

ADDITIONAL TASK 3 SERVICES NOT INCLUDED, BUT MAY BE AUTHORIZED WITH ADDITIONAL BUDGET UPON REQUEST:

- Prepare a draft of the OA, based on the input received from County staff in the workshop. Legal terms of the OA will be supported by the County Attorney and County legal representatives. The OA may include such elements as:
 - Term of Agreement
 - Definition of Terms
 - Relevant state and federal laws and reference documents.
 - Plan for Dispute Resolution
 - Role, jurisdiction, limitation of liability, and compensation for mediator.
 - Contingency Planning (e.g. extended drought)
 - Force Majeure
 - Incorporation of Operations "manual" from DB Contractor, including phasing of operations, SOPs, maintenance and asset management plans and implementation schedule(s) prepared by others.
- Provide support to County staff during internal County Aamodt coordination meetings that occur every two weeks. Assistance may include progress updates, support for OA negotiations and/or briefings to County management.
- Attend meetings or workshops in support of County staff for presentation of the Draft OA to the Board of County Commissioners.
- Assist the County to plan for and conduct additional OA review or negotiation meetings.

- Conduct a second CBA workshop with representation from the five parties to the OA, including the four Pueblos.
- Prepare communications strategies for the OA Plan, messaging, and organizing targeted communications to insulate OA from outside parties and detractors, and so that outside parties can't leverage an outside issue against terms (i.e. easements and rights-of-way).
- Support County staff in negotiations and facilitation with the Cost Sharing and Systems Integration Agreements.

ADDITIONAL TASK 4 SERVICES NOT INCLUDED, BUT MAY BE AUTHORIZED WITH ADDITIONAL BUDGET UPON REQUEST:

- Evaluation of water quality compatibility studies between the conjunctive use wells and Rio Grande surface water are currently being conducted by BOR and are anticipated to be released with the Final EIS. Provide review and comment on the study data released by BOR, including the hydraulic and operational considerations that arise from a blended supply.

ADDITIONAL TASK 5 SERVICES NOT INCLUDED, BUT MAY BE AUTHORIZED WITH ADDITIONAL BUDGET UPON REQUEST:

- Prepare a SharePoint site for access by County staff and project team members. Work will include a workshop to define document management needs and to tailor the site to meet long-term project goals.
- Develop agendas, attend meetings, and prepare meeting minute records, policy papers, fact sheets, public information, communications plans and other materials for project meetings and briefings.
- Support County staff in preparations for and attendance at meetings, presentations, and potential negotiations with other parties, such as the NM Legislature, Reclamation, and community groups, etc.
- Costs for travel associated with meetings, presentations, briefings with other parties - such as travel to Salt Lake City, UT, or Washington, DC that may be required.
- Prepare, track, and present (with County staff) supplemental funding applications (ex. Water Trust Board, WaterSmart, EPA, EDA, etc.)

FY 2019

1. **Operating Agreement.** Continue work on and finalize the OA.
2. **Construction Inspection.** Beginning in July 2018, have staff in the field to attend construction meetings and view inspection activities as needed. Consolidate and review inspection reports.
3. **Easement Acquisition.** Easement acquisition may be part of the County's obligation to help reduce the overall costs of the project. The County has not decided if they will acquire easements or whether BOR will do this work. If easement acquisition is a County responsibility, the Contractor would assist in this endeavor.
4. **Fiscal Services Agreement.** If the County decides to become the Fiscal Agent for the RWA, the Contractor will help develop the fiscal services agreement between Santa Fe County and Pojoaque Basin Regional Water Authority (Authority).

FY 2020

1. **Operating Agreement.** If the County decides to become the Systems Operator after Phase 1 completion in 2021, the Contractor would work with County staff to develop an agreement between Santa Fe County and the Authority. This decision could be delayed and the County could decide to operate the RWS after conveyance to the RWA in 2024.
2. **Preparing for System Operations.** If the County decides to become the System Operator, the Contractor will develop a training program for new Operators and assist in hiring staff.
3. **Service Connections.** Residents that elect to connect to the RWS as soon as it is available will have funds available to them to cover the cost of the connection from the meter box to the home. The Contractor will assist in drafting policies for accessing these funds including determining whether residents will be reimbursed for constructing the connection or whether a County contractor will do the work.
4. **Construction Observation Continued.**

FY 2021

1. Construction Observation Continued.
2. Preparing for System Operations Continued.
3. Provide oversight to the Commissioning of Phase 1 of the RWS in June 2021.
4. Substantially Complete. Assess whether system will be substantially complete by June 2024 as required by the Act

FY 2022

1. Continue oversight to the six month commissioning of Phase 1.
2. Construction Observation Continued for Phases 2 and 3.

FY 2023

1. Construction Observation Continued for Phases 2 and 3.
2. Prepare for Conveyance of the RWS to the RWA.

FY 2024

1. Construction Observation Continued for Phases 2 and 3.
2. Commissioning of Phases 2 and 3.
3. **Determination of Substantial Completion.** Determination of whether the RWS is substantially complete as defined in the Act.
4. Conveyance of the RWS to the RWA Continued.
5. Project Completion

1. *Introduction*
 2. *Method*
 3. *Results*
 4. *Discussion*
 5. *Conclusion*
 6. *References*
 7. *Appendix*
 8. *Notes*
 9. *Tables*
 10. *Figures*
 11. *Tables*
 12. *Figures*
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Project Company	Client/Contracting Agency, Inc.	By Cost Type	Charge	Hours	By Contract Type	Charge
Project Company	U.S. Bellco	1000	\$67,348.00	262.00	1000-9000	\$67,348.00
Contract Type	Security Rate	9000	\$6,827.00		Hourly Rate	\$119,605.00
Total Hours					Total	\$175,450.00
						\$175,450.00

Project Number	LAW & CDC T0208
Project Name	Contract Representative Services
Client Name	Santa Fe County
Business Unit	181F
Project Manager	Will Kande
Contract Manager	Steve Weber

Contract Manager		Steve Weber		Name		Units		Total Hours	1.25 or 2.00	ODC Charge	Sub-Contract Charge	Total Charge
Est. ID	WBS Code											
1	1	3/2018						20.2	\$27,262.00	\$0.432.00	\$41,500.00	\$140,000.00
2	1.1	Design Review		6				120	\$36,556.00	\$0.00	\$0.00	\$36,556.00
3	1.1.1	Design Milestone - Discipline Reviews		24	2			88	\$15,856.00	\$0.00	\$0.00	\$15,856.00
4	1.1.2	Design Milestone - Internal Review with Client		8		8		16	\$4,800.00	\$0.00	\$0.00	\$4,800.00
5	1.1.3	Design Milestone - Workshop Participation		32	32			96	\$16,800.00	\$0.00	\$0.00	\$16,800.00
6	2	Cost Estimate and Allocation						0	\$0.00	\$0.00	\$0.00	\$0.00
7	2.1	Cost Estimate Reviews						0	\$0.00	\$0.00	\$0.00	\$0.00
8	2.2	Cost Allocation Reviews						0	\$0.00	\$0.00	\$0.00	\$0.00
9	3	Operating Agreement						32	\$8,000.00	\$0.00	\$44,000.00	\$52,000.00
10	3.1	Operating Agreement Support		32		40,000		32	\$8,000.00	\$0.00	\$44,000.00	\$52,000.00
11	4	Completion Use Wells						0	\$0.00	\$0.00	\$0.00	\$0.00
12	4.1	Comparability Study Review						0	\$0.00	\$0.00	\$0.00	\$0.00
13	5	Project Management						60	\$11,952.00	\$0.00	\$0.00	\$11,952.00
14	5.1	Project Management		4	40			60	\$11,952.00	\$0.00	\$0.00	\$11,952.00

