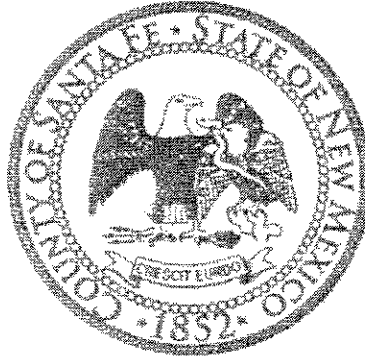


EXHIBIT C
AMENDMENT TO AGREEMENT BETWEEN SANTA FE
COUNTY AND ENGINEER
FOR PROFESSIONAL ENGINEERING
BASIC SERVICES

PROJECT Santa Fe River Trail, Phase 4 Redesign



SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part 2 SCOPE OF WORK and Part 4 ENGINEER'S BASIC SERVICES, 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).

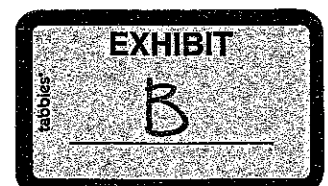
LIST SERVICES:

A. Extension of Construction Management Services (\$53,190):

1. Weekly site meetings and meeting minutes.
2. On-site supervision of rock structure construction.
3. Review and address Submittals, Requests for Information (RFIs), and Change Orders from Contractor.
4. Review, process, and produce monthly Pay Applications submitted by Contractor.

B. Design Modifications during Construction Management Services (\$7,640):

1. Modify shotcrete bank protection design to accommodate existing cars (\$2,640).
2. Replacement of "Keystone" gravity wall with "Redi-Rock" Structural Wall (\$1,490).
3. Prepare design of concrete pad for trash basket (\$1,250).
4. Hydrology and hydraulics design for Nix Property culvert crossing (\$2,260).



C. Flood Damage Assessment (\$11,530):

1. Site Inspections and Damage Inventory (\$4,500).
2. Prepare Damage Assessment Report (\$3,955).
3. Prepare Cost Estimate of Repairs (\$3,075).

D. Construction Management Services during Flood Damage Repairs (\$27,680):

1. Attend Pre-Construction Meeting.
2. Attend weekly site meetings (1 meeting per week, 4 weeks total).
3. Review and address Submittals, Requests for Information (RFIs), and Change Orders from Contractor.
4. Review, process, and produce monthly Pay Applications submitted by Contractor.
5. Oversight of rock structure rebuilding (3 days per week, 4 weeks total).
6. Review plant installation work (1 day per week, 4 weeks total).

Justification for Basic Services (Required):

- A. Construction management services for an additional 17 weeks.
- B. Additional effort for design revisions during construction due to changed site conditions and additions to scope requested by the County.
- C. A large storm event on 7/23/2018 caused damage to the project and Santa Fe County requested that Weston prepare an assessment of the damage and a cost estimate to make repairs.
- D. Construction management services for 4 weeks during construction of the flood damage repairs.

Original Contract Sum	\$ 55,193.00
Total for Amendments No. 1 – 4	\$ 152,149.00
Amendment No. 5 (\$53,190 + \$7,640 + \$11,530 + 27680)	\$ 100,040.00

Total	\$ 307,382.00
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BASIC SERVICES AMENDMENT NO. 5 SIGNATURE PAGE

SANTA FE COUNTY:

Anna Hansen, Chair
Board of County Commissioners

Date: _____

Attestation:

By: _____
Geraldine Salazar
Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:

R. Bruce Frederick
Santa Fe County Attorney

Date: _____

FINANCE DEPARTMENT:

Stephanie Schardin Clarke
Santa Fe County Finance Director

Date: _____

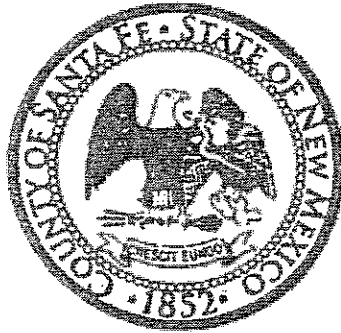
ENGINEER:

David Cooper, P.E.
Project Manager
Weston Solutions, Inc.

Date: _____

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

PROJECT Santa Fe River Trail, Phase 4 Redesign



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION**

In accordance with Part 6 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:

Task 3 (Update Design Construction Documents)

- A. Replace Rock Vanes with Rock Deflectors (\$2,570.00).
- B. Replace Soil Grade Control Structures with Rock Grade Control Structures (\$4,550.00).
- C. Reduce Grade Control Structure Frequency (\$0, to be covered with remaining funds).
- D. Add Well Capping to Design (\$1,620.00).

Task 5 (Bidding Phase Assistance)

- A. Evaluate Bids Based on Qualifications and Experience (\$1,880.00).

Justification for Additional Services (Required): Updates to the design, as recommended by Riverbend Engineering, LLC, are beyond standard design parameter changes. Changes required are complex and require full re-design of some aspects of the project. Additionally, scope was added in the form of adding a well capping activity, and Bidding Phase assistance changed from "lowest competitive bid" to "qualifications based bids", which added additional scope.

Basic Services Compensation Amount	\$55,193.00
Reimbursable Amount (If Applicable)	\$0.00
Additional Services Amount	\$10,620.00
Consultation Services Amount (If Applicable)	\$0.00
Total	\$65,813.00

ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

Katherine Dye

Date: 12-8-10

Approved as to form:

Gregory S. Shaffer

Gregory S. Shaffer
Santa Fe County Attorney

Date: 12-1-16

Finance Department

Don Moya
Carol H. Jaramillo

Interim Finance Director

Date: 12-1-16

ENGINEER

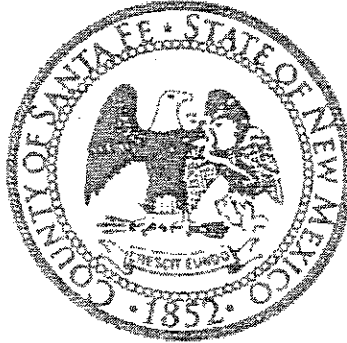
L. Brad Sumrall

Date: 10/24/2016

L. Brad Sumrall Ops Manager
(print name and title)

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

PROJECT Santa Fe River Trail Phase 4 Re-design



SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part A, Article 4(Engineer's Basic Services), Article 6 (Additional Services) and Article 3 (Reimbursables) to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Basic and Additional Services.

I. Basic Services

- | | |
|--|-------------|
| 1) Preconstruction meeting | \$ 1,946.00 |
| 2) Weekly site meetings & meeting minutes | \$26,096.00 |
| 3) Review submittals by the contractor | \$ 4,903.00 |
| 4) Review & address change orders | \$ 3,723.00 |
| 5) Review, process and produce monthly pay apps | \$ 5,768.00 |
| 6) Process & respond to RFIs | \$ 4,953.00 |
| 7) Review materials testing results, inspections, and reports
(Materials testing will be performed by the contractor
as required by the construction contract) | \$ 2,200.00 |
| 8) Perform final inspection or construction & punch list | \$ 1,180.00 |
| 9) Prepare final construction report & Notice of Substantial
Completion | \$ 4,288.00 |
| 10) Produce as-built record drawings
(All as-built survey data will be provided by the contractor
as required by the construction contract) | \$ 6,310.00 |
| 11) Prepare project close out documentation/final acceptance
package including Engineer's Certification, including | \$ 5,268.00 |

Amendment No. 2 to Agreement No. 2016-0173-PW/BT

final paper and electronic as-built drawings.	
12) Attend 11-month construction inspection site visit &	<u>\$ 1,880.00</u>
Prepare an inspection report	<u>\$ 68,515.00</u>

II. Additional Services

1) Provide on-site supervision of rock structure construction	\$23,142.00
2) Attend extemporaneous site visits	\$ 3,740.00
3) Oversee well capping and abandonment effort	\$ 1,255.00
a. Attend well capping	
b. Coordinate with contractor and NM OSE	
(Contractor will prepare documentation for submittal to NM OSE)	
4) Baseline monitoring data and first year report for	<u>\$ 4,893.00</u>
US Army Corps of Engineers (USACE) 404 Permit	<u>\$33,030.00</u>
compliance. (The Preconstruction Notification form has been submitted by the County and approved by USACE)	

III. Reimbursables	<u>\$ 6,813.00</u>
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TOTAL:	<u>\$108,358.00</u>
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Justification for Additional Services: Construction management services were not included in the Engineer's Basic Services or Additional Services in Agreement No. 2016-0173-PW/BT or Amendment No. 1 to Agreement No. 2016-0173-PW/BT.

Original contract sum	\$ 55,193.00
Amendment No. 1	\$ 10,620.00
Amendment No. 2	\$ 108,358.00
 Total Contract Sum:	 <u>\$174,171.00</u>

SIGNATURE PAGE FOR AMENDMENT NO. 2

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

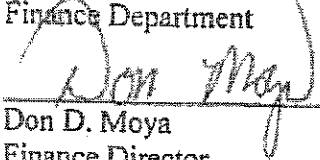
3-16-17
Date

Approval as to form


Gregory S. Shaffer
Santa Fe County Attorney

3-9-17
Date

Finance Department


Don D. Moya
Finance Director

3-16-17
Date

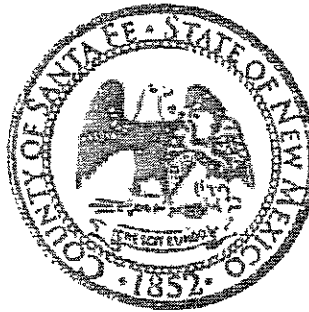
ENGINEER


(signature and title) ABR Ops Manager

3-27-17
Date

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

PROJECT Santa Fe River Trail, Phase 4 Redesign



SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part 6 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:

Task 5 (Bidding Phase Assistance)

- A. Evaluate Contractor's Bids for Alignment with Design Requirements (\$4,682.00).
- B. Investigate Potential Design Modifications to Reduce Specific Bid Item Costs (\$7,667.00).
- C. Correspondence and Meetings to Review Bids and Revise Bid Forms as Needed (\$8,751.00).
- D. Implement Chosen Design Modifications into Project Plans and Specs (\$12,071.00).

Justification for Additional Services (Required): Bids received exceeded the available project budget, requiring negotiations with the lowest responsive bidder(s) to make adjustments to bid items and bid quantities to bring the construction scope of work within the available budget.

Original Contract Sum	\$ 55,193.00
Amendment No. 1	\$ 10,620.00
Amendment No. 2	\$ 108,358.00
Amendment No. 3	\$ 33,171.00
Total	\$ 207,342.00

SIGNATURE PAGE FOR AMENDMENT NO. 3

SANTA FE COUNTY:

Katherine Miller
County Manager

Date: _____

Approved as to form:

Bruce Frederick L. Brown-Greene
Santa Fe County Attorney

Date: 11-22-17

Finance Department

Stephanie Schardin Clarke
Finance Director

Date: 11/29/17

ENGINEER


David Copper

Date: 11/29/2017

David Copper, Project Manager
(print name and title)


SIGNATURE PAGE FOR AMENDMENT NO. 3

SANTA FE COUNTY:


Katherine Miller
County Manager

Date: 11.30.17

Approved as to form:


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

Date: 11-22-17

Finance Department


Stephanie Schardin Clarke
Finance Director

Date: 11/29/17

ENGINEER

Date: _____

(print name and title)



Weston Solutions, Inc.
3840 Commons Ave NE
Albuquerque, NM 87109
(505) 837-6520 • (505) 837-6595 (fax)
www.westonsolutions.com

November 8, 2017

VIA EMAIL

Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
Attn: Scott Kaseman

RE: Amendment Request No. 03 (Revision #1) to Contract No. 2016-0173-PW/BT, Santa Fe River Trail, Phase 4 Redesign – Contractor BAFO Negotiation

Mr. Kaseman:

At your request, Weston Solutions, Inc. (Weston) is providing a fee proposal to provide services in support of contractor negotiation for their Best and Final Offer (BAFO) for the above referenced project for Santa Fe County (County). Weston will evaluate the contractor's submissions and identify means to optimize the design in support of obtaining a construction price within the limits of funding available. The following is a full list of the tasks to be performed:

- | | |
|---|--------------|
| 1. Evaluate contractor's bids for alignment with design requirements. | \$ 4,682.00 |
| 2. Investigate potential design modifications to reduce specific bid item costs. | \$ 7,667.00 |
| 3. Correspondence and meetings to review bids and revise bid forms as needed. | \$ 8,751.00 |
| 4. Implement chosen design modifications into the project plans and specifications. | \$ 12,071.00 |

Weston requests an additional \$33,171.00 (excluding New Mexico Gross Receipts Tax) to perform the above tasks. This amount covers labor, subcontractor costs (with a 5% markup), mileage, and expenses.

If approved, the new budget for the Santa Fe River Trail, Phase 4 Redesign Project would be modified as follows:

Original Project Budget	\$ 55,193.00
<i>Amendment No. 01 (Design Engineering SOW Additions)</i>	<i>\$ 10,620.00</i>
<i>Amendment No. 2 (Construction Phase Services)</i>	<i>\$ 108,358.00</i>
Current Approved Budget	\$ 174,171.00
<i>Amount Requested for Amendment No. 03</i>	<i>\$ 33,171.00</i>
New Project Budget, exclusive of New Mexico Gross Receipts Tax	\$ 207,342.00

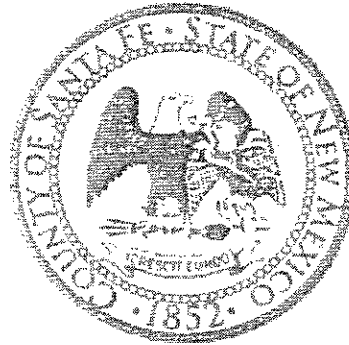
We greatly appreciate the opportunity to continue to support the County of Santa Fe on this project and look forward to moving into construction phase. Please call me at (505) 837-6524 if you require any additional information.

Respectfully submitted,
Weston Solutions, Inc.

David "Sonny" Cooper, P.E.
Project Manager

EXHIBIT C
AMENDMENT NO. 4 TO AGREEMENT BETWEEN
SANTA FE COUNTY AND WESTON SOLUTIONS, LLC
FOR ENGINEERING SERVICES

PROJECT: Santa Fe River Trail



SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part B Paragraph 12 (No Oral Modifications; Written Amendment Required) and Paragraph 2 (Effective Date and Term) of Agreement No. 2016-0173-PW/BT between the County and Engineer, the parties agree to make the following amendment to Agreement No. 2016-0173-PW/BT.

1. Part B, General Terms and Conditions, Paragraph 2 (Effective Date and Term), the second sentence is deleted in its entirety. The parties agree that by this Amendment No. 4, the term of Agreement No. 2016-0173-PW/BT is extended for two years from April 4, 2018 to April 4, 2020.

2. All provisions of Agreement No. 2016-0173-PW/BT not specifically amended or modified by Amendment Nos. 1 -3, and the Procurement Manager's administrative determination of December 8, 2017, shall remain in full force and effect.

3. Summary of contract sum for Agreement No. 2016-0173-PW/BT:

Basic Services Compensation Amount	\$ 55,193.00
Total for Amendment Nos. 1 - 3: (Amendments to Engineer's Basic and Additional Services)	\$152,149.00
Total Contract Sum	\$207,342.00

AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

Katherine Miller
County Manager

Date

Approval as to form:




R. Bruce Frederick
Santa Fe County Attorney

4-2-18

Date

Finance Department:



Stephanie S. Clarke
Finance Director

4/4/18

Date

ENGINEER

(Signature and title)

Date

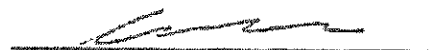
AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:


Katherine Miller
County Manager

4.5.18
Date

Approval as to form:


R. Bruce Frederick
Santa Fe County Attorney


4.2.18
Date

Finance Department:


Stephanie S. Clarke
Finance Director

4/4/18
Date

ENGINEER


(Signature and title)
Operations Manager

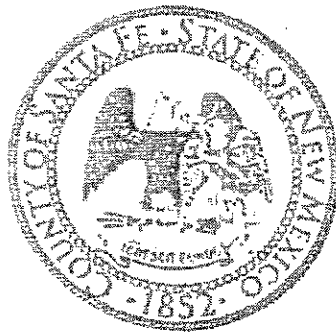
April 4, 2018
Date

**AGREEMENT BETWEEN SANTA FE COUNTY AND
ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES**

PROJECT Santa Fe River Trail, Phase 4 (Update Design and Construction Documents,
and provide Bidding and Construction Phase Services)

Contract No. 2016-0173-PW/BT

PROJECT LOCATION Santa Fe River Trail from Camino Real to Siler Road



**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 DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

THIS AGREEMENT is made and entered into on this 22nd day of February, 2016, by and between SANTA FE COUNTY (hereinafter referred to as the "(County)"), a New Mexico political subdivision, and Weston Solutions, Inc., a corporation licensed to do business in the State of New Mexico, hereinafter referred to as the "Engineer".

Hereinafter "County":

Katherine Miller, County Manager
Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
Telephone: 505-986-6200
Fax: 505-985-2740

Hereinafter "Engineer":

David "Sonny" Cooper, PE
Weston Solutions, Inc.
3840 Commons Avenue, NE
Albuquerque, New Mexico 87109
Telephone: 505-883-6520
Fax: 505-837-6595

RECITALS

WHEREAS, the County needs the services of a professional licensed engineer to update the design and construction drawings for Phase 4 of the Santa Fe River Trail from Camino Rael to Siler Road; provide engineering services during the bidding phase, and perform construction administration services; and

WHEREAS, in 2004 the County and the City of Santa Fe entered into a Memorandum of Agreement to provide for joint participation of the City and the County to complete the planning, design and construction of a recreational trail known as the "Santa Fe River Trail" that extends from Camino Alire to NM 599; and

WHEREAS, in 2006 the City of Santa Fe procured and entered into a contract with a design engineer who in 2013 completed the construction drawings for the portion of the Santa Fe River Trail from Camino Alire to Siler Road; and

WHEREAS, in 2010 the County entered into Agreement 2011-0080-CSD/PL with Weston Solutions, Inc. for the design of the Santa Fe River Trail within the County; and

WHEREAS, Weston Solutions completed the construction drawing in 2013, but the river channel and flows have changed significantly and the engineer's design and construction documents need to be updated before the construction services for Phase 4 of the Santa Fe River Trail can be put out for bid; and

WHEREAS, the County wishes to secure the services of the same engineer who completed the construction drawings in 2013 to update its design for Phase 4 of the Santa Fe River Trail (Camino Rael to Siler Road), update its construction drawings, as well as provide engineering services during bidding and negotiations and perform construction contract oversight and administration services; and

WHEREAS, in accordance with Section 13-1-126, NMSA 1978, of the Procurement Code the County Purchasing Agent made a sole source determination for the procurement of design services to be provided by the Weston Solutions who completed the construction drawings in 2013; and

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 of this Agreement, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

The County needs to complete the construction of Phase 4 of the Santa Fe River Trail and the design and construction plans completed in 2013 need to be updated due to changes in the Santa Fe River. The County also needs an engineer to provide engineering services during the bidding and negotiation phases and perform construction administration services during the construction of Phase 4 of the Santa Fe River Trail. The Engineer will subcontract with Riverbend Engineering, LLC, (Riverbend) who will provide independent design review and daily construction inspection services as provided herein.

2. SCOPE OF WORK

This project includes engineering design and related services to include:

Task 1: Update Topographic Data. Engineer will subcontract for surveying services. An aerial survey augmented with ground survey controls will be performed and a one-foot contour topographic data will be provided to update the current design surface.

Task 2: Review Previous Design. Engineer and its subcontractor Riverbend will review the 2013 design and modify any design basis parameters. Riverbend will provide unique expertise in natural riverine channels, hydraulics and erosion control.

Task 3: Update Design Construction Documents. Based on the update topographic data and modified design parameters from Riverbend, Engineer will update the current design drawings (65 sheets), specifications, hydraulic and scour calculations, and design report. It is expected that one site visit will be required during the design update.

Task 4: Update Quantities and Cost Estimate. Once the 2013 design is updated, Engineer will update the quantity takeoffs and the Engineer's Estimate of Probable Construction Cost. Extra effort will be put toward the extensive demolition and removal work that will be required during construction.

Task 5: Bidding Phase Assistance. During the Bidding Phase, Engineer will assist with the preparation of the Invitation For Bids, attend the pre-bid conference, respond to bidder questions, assist the County with issuing Addenda, review bids received, prepare a bid tabulation, and provide the County with a recommendation of award.

Task 6: Contract Administration. Engineer will assist the County with negotiating and executing a construction contract with the contractor.

Task 7B: Construction Phase Services with daily inspections. During construction, Engineer will provide construction program oversight while Engineer's subcontractor Riverbend will perform daily construction oversight.

- a) Engineer will review and respond to submittals, requests for information, change order requests, and pay applications from the contractor. Engineer will also attend milestone construction inspections, review daily construction reports prepared by Riverbend, prepare weekly construction reports, prepare as-built record drawings based on information from the contractor and Riverbend, and assist with all closeout documentation.
- b) Riverbend will conduct daily construction inspections and oversight, prepare daily construction reports and review and provide comments to Engineer regarding submittals, requests for information, change order requests, and pay applications from the contractor. Riverbend will provide on-site instruction to the contractor regarding best practices for construction in-stream rock structures, for both grade control and bank stabilization. Riverbend will conduct construction inspections during construction of rock grade control and erosion protection structures. Riverbend will also prepare a final construction report, assist with project closeout, and supplement the as-built record documentation provided by the contractor. Following construction, Riverbend will provide baseline monitoring data and prepare the first year report for the U.S. Army Corps of Engineers Section 404 Permit.

During the Bidding Phase, the County will distribute bid documents and maintain the list of bidders. During the Construction Phase, the County will complete daily construction inspections, prepare the daily construction reports, review and provide comments to the Engineer regarding submittals, requests for information, change order requests, and pay applications from the contractor. The County will also prepare a final construction report, assist with project closeout, and supplement as-built record documentation provided by the contractor.

3. COMPENSATION, INVOICING, AND SET-OFF

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

- 1) 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 (Compensation).
- 2) The total amount payable to the Engineer under this Agreement, exclusive of New Mexico gross receipts tax shall not exceed one hundred sixty five thousand nine hundred thirty one dollars (\$165,931.00), exclusive of New Mexico gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.
- 3) 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

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

EXHIBIT C - ADDITION SPEC and Engineer Agreement Part A of Two Parts
PART B: THE AGREEMENT IS PART OF AND INCORPORATED FROM THIS AGREEMENT

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.

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

4. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services to the extent necessary to update its design and construction drawings completed in 2013 under Agreement 2011-0080-CSD/PL:

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 draft Study and Report and brief and obtain the written approval of the County for the draft Study and Report, before commencing work on the Preliminary Design, Study and Report 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 as applicable 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 and/or subcontractor Riverbend shall:

- 1) Participate in a pre-construction conference.

- 2) Provide daily 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 Engineer 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 to 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.

G. 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 (Compensation).
- 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.

6. 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 not limited to the following.

- 1) Subservice geotechnical investigation with associated laboratory testing to include soil borings to determine subsurface profiles, relative strengths, compressibility and other characteristics of the surface layer(s).
- 2) Survey services for mapping, construction layout and/or to determine Project and surrounding area boundaries.
- 3) Traffic study that may include volume, movement counts, accident crash data, pedestrian traffic, and parking, sidewalk and walk/bike trail considerations.
- 4) Drainage Plan to determine the amount of runoff/drainage impacting the Project area and make recommendations accordingly.
- 5) Storm water management to provide viable flood control, runoff and drainage conveyance options and recommendations for surface treatment plan(s).
- 6) Environmental Review and as applicable Cultural Resource Study, to include preparation of documentation regarding the mandatory evaluation of physical, social, and economic impacts of the proposed Project area to ensure compliance with environmental laws and authorities and as required obtain environmental clearance(s) from governmental agencies.
- 7) Feasibility Study to evaluate and analyze the potential of the proposed Project to support recommendations for project implementation.
- 8) Market analysis to determine, develop and recommend conceptual options for future use of the Project site.

7. EXHIBITS LIST

Exhibit A	Compensation
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 and Subcontractor List

SIGNATURE PAGE

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

SANTA FE COUNTY:

[Signature]
Katherine Miller
County Manager

2/11/16
Date

Approved as to form

[Signature]
Gregory S. Shaffer
Santa Fe County Attorney

2/9/16
Date

Finance Department Approval

[Signature]
Carole H. Jaramillo
Finance Director

2/18/16
Date

ENGINEER

(Signature and title)

Date

SIGNATURE PAGE

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

SANTA FE COUNTY:

(Signature)
Katharine Miller
County Manager

2/16/16
Date

Approved as to form

(Signature)
Gregory S. Shaffer
Santa Fe County Attorney

2/9/16
Date

Finance Department Approval

(Signature)
Carole H. Jaramillo
Finance Director

2/14/16
Date

ENGINEER

(Signature)
(Signature and title)
Principal Engineer
NM PE #14086

2/22/2016
Date

