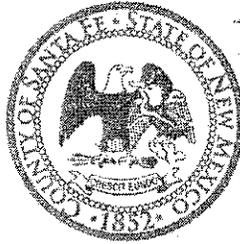


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *December 26, 2018*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Purchasing Manager, CPO*

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

ITEM AND ISSUE: BCC Meeting January 8, 2019

Request Approval of Contract 2019-0003-PW/KE for Engineering Design Services for the NE/SE Road Connector Project between Santa Fe County and Souder Miller and Associates in the Amount of \$1,102,456.38, exclusive of GRT and Authorizing the County Manager to Sign the Purchase Order *(Bill Taylor, Purchasing Division)*

ISSUE:

In July 2018, the Purchasing Division issued a Request for Proposal (RFP) No. 2019-0003-PW/KE for Engineering Design for the North East/ South East (NE/SE) Connector Road Project. Five responses were received by the August 23, 2018 deadline from the following respondents:

Horrocks	Stantec
Bohannon Huston	Souder Miller and Associates
Santa Fe Engineering	

The Evaluation Committee consisted of four voting members. The Committee met on August 30, 2019 to evaluate and selected three most responsive Offerors. At the conclusion of Oral Presentations by the three Firms, the committee selected Souder Miller and Associates as the most advantageous to the County and entered into negotiations.

BACKGROUND:

The NE/SE Connector will provide better connectivity through the roads in the Community College area and will reduce traffic along Richards Avenue and provide additional access to the Community College.

The Northeast Connector is from Dinosaur Trail approximately 300 feet east of Richards Avenue to Richards Avenue and Rabbit Road from Richards Avenue to approximately 5000 feet west of Richards Avenue. The Northeast Connector will parallel northbound I-25 approximately 140 feet south of the northbound I-25 alignment.

The Southeast Connector is from the intersection of Richards Avenue and Avenida Del Sur to approximately 5000 feet due east of Richards Avenue, turn roughly due north to intersect Rabbit Road.

The approximate total study length is 4.4 miles and will include new construction and multimodal improvements.

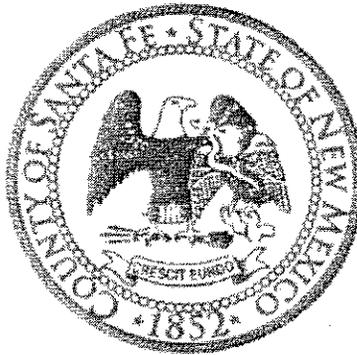
ACTION REQUESTED:

The Purchasing Division and the Public Works Department are requesting BCC approval of Agreement No. 2019-0003-PW/KE between Santa Fe County and Souder Miller and Associates in the amount of \$1,102,456.38, exclusive of GRT for the NE/SE Road Connector Project and request signature authority to be granted for the County Manager to sign the Purchase Order.

**AGREEMENT BETWEEN SANTA FE COUNTY AND
SOUDER, MILLER & ASSOCIATES
FOR PROFESSIONAL ENGINEERING SERVICES**

PROJECT: NE/SE CONNECTOR ROAD PROJECT Contract No. 2019-0003-PW/KE

PROJECT LOCATION Santa Fe, New Mexico. Northeast Connector: Dinosaur Trail east of Richards Avenue to Richards Avenue and Rabbit Road. The Northeast Connector will parallel northbound I-25 approximately 140 feet south of the northbound I-25 alignment. The Southeast Connector will intersect Richards Avenue and Avenida Del Sur east of Richards Avenue and intersect Rabbit Road.



**SANTA FE COUNTY
PURCHASING DIVISION**
2013 EDITION, Part A of Two Parts

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

THIS AGREEMENT is made and entered into on this _____ day of _____, 2019, by and between Santa Fe County, hereinafter the "County", a political subdivision of the state of New Mexico, and Souder Miller and Associates, hereinafter the "Engineer".

County

Engineer:

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

David Wilson, PE
Souder Miller and Associates
2909 Rodeo Park Dr. Bld. 100
Santa Fe, NM 87505
TELEPHONE: 505-473-9211
david.wilson@soudermiller.com

RECITALS

SANTA FE COUNTY
PURCHASING DIVISION
2013 EDITION SFC and Engineer Agreement Part A of Two Parts
PART B TO THIS AGREEMENT IS PART OF AND INSEPARABLE FROM THIS AGREEMENT

WHEREAS, the County needs the services of a professional licensed engineer to design and engineer the NE/SE Road Connector Project to include all basic services from project initiation through close-out; and

WHEREAS, in accordance with Section 13-1-112, NMSA 1978, of the Procurement Code, and the Santa Fe County Purchasing Regulations and Policy Manual, the County issued Request for Proposal (RFP) No. 2019-0003-PW/KE; 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 herein in Parts A and Part B of this Agreement, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

The purpose of the Northeast/Southeast (NE/SE) Connector is to provide better connectivity through the roads in the Community College area. The NE/SE Connector will reduce traffic along Richards Avenue and provide additional access to the Community College.

The project is located southeast of Interstate 25 in Santa Fe New Mexico. The existing typical section of Rabbit Road from St Francis Drive west consists of two 11' wide driving lanes with 5' wide shoulders on either either lane. There are multiple drainage features within this section and bicycle traffic is prevalent.

There are two parts to this project:

- A. New construction (extension) of Rabbit Road across Richards Avenue to Dinosaur Trail. The NE Connector will be constructed through undeveloped land southeast of I-25 between the Cerrillos Road and St. Francis Drive interchanges. The NE Connector will extend Dinosaur Trail from approximately 300 feet east of Richards Avenue to Richards Avenue and Rabbit Road from Richards Avenue to approximately 5000 feet west of Richards Avenue.
- B. New construction of the SE connector between the Richards Avenue/Avenida del Sur intersection to Rabbit Road. The SE Connector will be constructed from the intersection of Richards Avenue and Avenida Del Sur to approximately 5000 feet due east of Richards Avenue, turning roughly due north to intersect Rabbit Road.

2. SCOPE OF WORK

The Engineer shall provide Phase I-D and Phase II Design Services to include;

- A. The prepare plans and associated documents required to advertise the project and coordination of all design review meetings.
- B. Conduct a Preliminary Field Review (PFR) to establish detailed project scoping,
- C. Design plans and Contract Book to include survey, pavement cores, intersection layouts, pedestrian curb ramp designed according to Public Right of Way Access Guidelines (PROWAG), and drop inlet re-design.
- D. Prepare preliminary (30% completion) design plans and submit it to County for approval and allow time to acquire the necessary easements for design and construction. The Engineer will not proceed from 30% design to 60% design without written approval from the County.
- E. Prepare pre-final (60% Completion), constructability review.
- F. Prepare final (90% completion).
- G. Prepare plans, specifications and estimate (PS&E) (100% Completion). Each submittal shall be accompanied by an estimate of construction costs. Project plans shall be prepared using NMDOT standards for general content and format.
- H. The Engineer will be responsible for all coordination necessary to accomplish the work required by this contract. This responsibility shall include coordination with all property owners and federal, state, city, county, schools and other agencies or stakeholders having jurisdiction or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be completed by the Engineer including work completed by sub-contractors working under this contract. For any required formal (written) approvals, the Engineer will provide the County with all required data and draft letters of transmittal. The Engineer shall also be responsible for documentation of all coordination efforts and, as required, providing project status presentations to the County, local government or other stakeholders.

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. Costs and expenses will be in accordance with Exhibit A (Compensation and Schedule).
 - 2) The total amount payable to the Engineer shall not exceed \$1,102,456.38, 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 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 (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 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.
- E. The County will provide or make available to the Engineer, at no cost to the Engineer, such GIS data or digital files as are necessary for Engineer to complete the work under this Agreement. Such GIS data files (e.g. shapefile, mosaic, images), if available for the project, will include without limitation GIS data files pertaining to areas within half of a mile on either side of the project reach corridor and any other GIS data or records that the Engineer deems necessary to complete the work under this Agreement. The Engineer agrees to use the GIS data or digital files solely for purposes of completion of the Scope of Work under this Agreement. Engineer agrees to provide the County with, or share, at no cost to the County electronic copies of any digital mapping files (aka GIS data) produced by the Engineer under this Agreement. GIS data, if generated for the project, shall be provided by the Engineer in ESRI feature classes file geodatabase or shapefile formats compatible with ArcGIS 10.3.1. All GIS datasets will reference the New

Mexico State Plane Coordinate System, Central Zone, NAD1983_HARN in units
of U.S. Survey Feet
(NAD_1983_HARN_StatePlane_New_Mexico_FIPS_3002_Feet).

Engineer understands and acknowledges that the County assumes no liability for the accuracy of the GIS data or digital files, or errors associated with the GIS data or digital files, or the use of GIS data or digital files provided by the County. Engineer is solely responsible for confirming the accuracy of GIS data or digital files obtained from the County under this Agreement.

4. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Preliminary Design, Study and Report Phase

- 1) The Engineer will provide preliminary design, 30%, 60%, constructability design files, 90%, PSE, and final design as described under Scope of Services below. In addition the Engineer will coordinate with the County throughout this project.
- 2) The County has already concluded a Phase A/B and C Study for this project. The Engineer will determine the environmental footprint and easement acquisition needs during preliminary design (including easement exhibits) and will coordinate with Santa Fe County, finalize needed environmental clearances, and allow the County to acquire necessary easements.
- 3) The Engineer will provide estimated construction costs, project documentation, and all project specific specifications needed for this project. The Engineer may be required to interact with the public and other agencies to incorporate feedback throughout the design.
- 4) The Engineer will provide easement exhibits at the 30% Design Submittal and will allow the County time to acquire the necessary easements for design and construction. The Engineer shall not proceed from 30% design to 60% design without written approval from the County.
- 5) Convene a meeting with the County and other interested parties to review the project site. Advise the County if additional data, reports, or services are necessary and assist the County in obtaining such data, reports, or services.
- 6) 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.
- 7) 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 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.

- 8) From the approved scope of work the Engineer shall produce a study consisting of drawings and other documents necessary to illustrate the general planning concepts, probable engineering system, types of materials needed and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the project area. The Engineer shall brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
- 9) 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.

B. 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 work to accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
- 4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
- 5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
- 6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.
- 7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
- 8) Provide County with three full size and three 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.

C. 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.

D. Construction Phase

The Engineer shall:

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

E. 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 contraction contractors record drawing. The Engineer shall obtain and deliver to the County a signed receipt for all materials turned over by the construction contractor.
- 2) Eleven Month Inspection and Report. The Engineer shall 11 months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the County with in seven 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.

Attached as Exhibit C is the Amendment form for amendments to Basic Services.

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

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 is the form for amendment to the Engineering's Additional Services.
- B. Additional Services may include without limitation:

- 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) Street lighting analysis & design.
- 5) Drainage plan to determine the amount of runoff/drainage impacting the Project area and make recommendations accordingly.
- 6) Storm water management to provide viable flood control, runoff and drainage conveyance options and recommendations for surface treatment plan(s).
- 7) 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.
- 8) Feasibility study to evaluate and analyze the potential of the proposed project to support recommendations for project implementation.
- 9) Market analysis to determine, develop and recommend conceptual options for future use of the project site.

7. EXHIBITS LIST

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

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY

, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Attorney

Date

Approved as to form:

R. Bruce Frederick
Santa Fe County Attorney

Date

Finance Department:

Stephanie S. Clarke
Finance Director

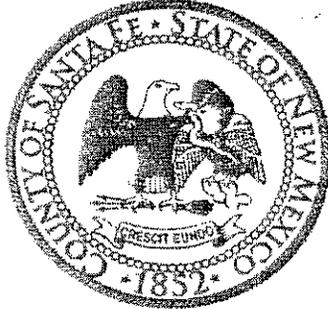
Date

ENGINEER

(print name and title)

Date

**SANTA FE COUNTY
FINANCE DEPARTMENT
PURCHASING DIVISION**



**GENERAL TERMS AND CONDITIONS OF THE
AGREEMENT BETWEEN
SANTA FE COUNTY AND SOUDER,
MILLER & ASSOCIATES FOR
PROFESSIONAL SERVICES**

2013 Edition, Version 1.0, Part B of the
Agreement

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

1. SCOPE OF WORK

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

2. EFFECTIVE DATE AND TERM

The Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties on Part A, and shall terminate four years later, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work) above and Section 4 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in

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

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

4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 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 then non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Engineer written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Engineer's receipt of the notice. The County shall pay the Engineer for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work or service performed after the effective date of termination.

5. APPROPRIATIONS AND AUTHORIZATIONS

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

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

- A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.
- B. Subcontracting. The Engineer shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.
- C. Personnel.
- 1) All work performed under this Agreement shall be performed by the Engineer or under its supervision.
 - 2) The Engineer represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

7. ASSIGNMENT

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

8. RELEASE

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

9. CONFIDENTIALITY

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

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

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

11. CONFLICT OF INTEREST

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

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

13. ENTIRE AGREEMENT; INTEGRATION

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

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Paragraph 7 (Exhibits List) in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

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

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, Engineer shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

18. RECORDS AND INSPECTIONS

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

books and records during the term of the Agreement and for a period of six years from the date of final payment under the subcontract:(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

- A. Engineer shall defend, indemnify, and hold harmless County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Engineer's performance or non-performance of its obligations under this Agreement, including but not limited to Engineer's breach of any representation or warranty made herein.
- B. County shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Engineer agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If in County's judgment, a conflict exists between the interests of County and Engineer such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Engineer.
- C. Engineer's obligations under this section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

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

21. NOTICES

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

To the County: Santa Fe County
 Attn: Diego Gomez, Projects Engineer
 Public Works Department/Projects Division
 901 W. Alameda
 Santa Fe, New Mexico 87501

To the Engineer: Souder, Miller & Associates
 Attention: David Wilson
 2904 Rodeo Park Drive East, Bldg. 100
 Santa Fe, NM 87505

22. ENGINEER'S REPRESENTATIONS AND WARRANTIES

- A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.
- B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.
- C. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer for filed with the NM Secretary of State.

23. LIMITATION OF LIABILITY

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

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

- A. General Conditions. Engineer shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,050,000.00 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on

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

- C. Workers' Compensation Insurance. Engineer shall comply with the provisions of the Workers' Compensation Act.
- D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.
- E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29), Engineer shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

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

27. FACSIMILE SIGNATURES

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

28. NEW MEXICO TORT CLAIMS ACT

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

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

30. SURVIVAL

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



Exhibit A

December 14, 2018

Ms. Karen K. Emery
Senior Procurement Specialist
Santa Fe County Purchasing Division
142 W. Palace Avenue
Santa Fe, NM 87501

*Re: Engineering Services Scope of Work/Fee Proposal for the NE / SE Connector Road Project
Contract No. 2019-0003-PW/KE*

Dear Ms. Emery:

This letter is our scope of work proposal to provide civil engineering services for Phase I-D and Phase II for the above referenced project in response to our pre-scoping meeting held on October 19, 2018 and our review meetings held on November 14, 2018 and November 30, 2018. Our scope of Work is based on the recommendations cited in the NE and SE Connectors Alignment and Corridor Study – Phase A/B Initial and Detailed Evaluation of Alternatives, prepared by OCCAM/EC Consulting Engineers Inc., dated November 12, 2015 and revised May 2017, in addition to the Programmatic Categorical Exclusion prepared by Marron and Associates, authorized by NMDOT and FHWA, dated April 16, 2018.

The following outlines our proposed scope of work:

I. ENGINEER'S BASIC SERVICES:

A. STUDY AND REPORT PHASE SCOPE OF WORK:

Primary Tasks: All work related to this task has been deleted from the scope of work as requested by Santa Fe County.

B. PRELIMINARY DESIGN (Phase ID) SCOPE OF WORK:

1. Coordination –

Primary Tasks: This work shall consist of the coordination efforts necessary to accomplish the work required by this contract. These duties during this phase are anticipated to include:

- a. Being the focal point for the flow of all project activity with project support staff, subconsultants, Santa Fe County (SFC) representatives, and local entities;
- b. Organize a project kickoff meeting, also referred to as Preliminary Field Review (PFR), followed by a project walk through. The NMDOT standard specification year to be used on this project will be determined during this meeting.

- c. Schedule, and document design review meetings and other associated project meetings;
- d. Distribution of preliminary design plans and documents; and
- e. Provide monthly project status reports.

2. Public Involvement –

Primary Tasks: This work will include one (1) public involvement meeting. Santa Fe County shall be responsible for advertising, hosting, and documenting a public information meeting for the project. SMA will collaborate and assist SFC representatives plan a presentation, prepare visual displays and attend the meeting. It is anticipated that the public meeting will be held to present the draft design concepts, findings of the environmental investigations, and will provide a means to exchange information and get feedback from the community on or before 30% plan submittal is completed.

3. Preliminary Design Plans –

Primary Tasks: Construction drawings shall be generated utilizing Autocad Land Desktop Software (Civil 3D). The construction documents shall be prepared in accordance with current NMDOT standards for general content and shall include the following services:

- a) Create Typical Section Assemblies
- b) Establish proposed horizontal alignment(s)
- c) Define proposed vertical profile(s)
- d) Design 3D Model
- e) Generate Preliminary Design Plan Sheets to include the following:
 - Cover Sheet
 - Vicinity map
 - Drawing Index
 - Summary of Quantities
 - General Notes
 - Typical Sections
 - Miscellaneous Details
 - Surfacing Schedules
 - Estimates Structure Quantities (ESQ's)
 - Miscellaneous Quantities
 - Plan & Profile Sheets
 - Turnout Profiles
 - Permanent Signing & Striping
 - Structure Placement Sections
 - Cross-Sections and Earthwork Runs

- f) Preliminary Engineers' Opinion of Probable Construction Cost
- g) Schedule and host Preliminary Design Inspection
- h) Generate Preliminary Design Inspection Meeting Minutes

Note: As requested by Santa Fe County, detailed ADA drawings will not be developed. Santa Fe County expects the Construction Contractor to be capable of constructing ADA/PROWAG project elements to current standards. The extents of any ADA/PROWAG details included in the plans are anticipated to be standard drawings.

4. Preliminary Maintenance of Traffic and Access (MOTA) Control Plans

Construction Traffic Control Management Plans will not be developed for this project. SMA will develop a MOTA Special Provision for inclusion in the final contract documents. This task is defined further under Final Design Scope of Work.

5. Drainage Technical Memos:

Review of Previous Studies - SMA will review the Alignment and Corridor Study as well as the FEMA Flood Insurance Study (FIS) for information on the hydrology of the contributing basins. To the extent possible, SMA will use the results of those studies to support final hydrologic analysis to be used in the design.

NE/SE Connectors Alignment and Corridor Study - The NE/SE Connectors Alignment and Corridor Study provided preliminary hydrology and structure recommendations for the proposed alignments. There are four segments identified in the study that are included in the design of the project.

- The NE North Alignment is adjacent to I-25 and does not cross any defined arroyos.
- The SE Connector is a combination of the SE PNM and SE SFCCD alignments. This connector crosses the North Arroyo, Arroyo Hondo, Canada del Rancho and South Rancho Canada.
- The Avenida Del Sur Connection Crosses the South Santa Fe Community College Basin and the Canada del Rancho.

Runoff results and recommendations provided in the study will be reviewed. Initial Phase 1-D assessments will be based on final analysis to be completed by SMA. Final analysis will be used to verify and/or update the structure recommendations provided in the Alignment and Corridor Study. A summary of the recommendations in that report is provided below.

NE/SE Connectors Alignment and Corridor Study Stormwater Runoff and Recommendations					
Alignment	Sub Basin 1W North Arroyo	Sub Basin 2W Arroyo Hondo	Sub Basin 4W SSFCC	Sub Basin 5W Canada del Rancho	Sub Basin 6W S. Canada del Rancho
100-year Flow	552 cfs	1102 cfs	208 cfs	808 cfs	304 cfs
NE Connector	NA	NA	NA	NA	NA
SE Connector	447 cfs 9-36" CMP	4460 cfs 8-6'x8'CBC	NA	860 cfs 4-4'x6' CBC	279 cfs 6-36" CMP
Avenida Del Sur	NA	NA	208 cfs 4-36" CMP	860 cfs 4-4'x6' CBC	

FEMA Flood Insurance Study - The FEMA Flood Insurance Study (FIS) Report for Santa Fe County and Incorporated Areas, dated December 4, 2012 includes the project area and the Arroyo Hondo. The project area is included in FEMA FIRM Panels 35049c0507e and 35049c0526e. These maps show that the Arroyo Hondo is Zoned AE, which indicates the 1% chance (100-year) annual flood risk and that detailed information is available.

SMA will review this study for relevant flow information in the arroyo and will request a copy of the HEC-RAS modeling that was done. The results of this model will be utilized to determine the impacts to the existing floodplains by the proposed roadway improvements.

Drainage Design Guideline - It is SMA's understanding that the NE/SE Connectors Alignment and Corridor Study was completed per the processes and procedures outlined in the NMDOT *Drainage Manual, Volume 1, Hydrology*, dated 1995. The NMDOT has since released a new drainage manual. The *Drainage Design Manual*, dated July 2018 was released by the NMDOT to update the drainage criteria, drainage analysis methods and related references. SMA intends to follow this manual for final analysis and design of the NE/SE Connector project.

Hydrologic Analysis - SMA will complete the Hydrologic Analysis as described in Additional Services.

Hydraulic Analysis - SMA will complete the Hydraulic Analysis as described in Additional Services.

Preliminary and Final Drainage Technical Memos: SMA will prepare a preliminary and final drainage report in accordance with the new NMDOT Drainage Manual. The Preliminary Drainage Memo will utilize the NMDOT Drainage Manual's Drainage Report Preparation Checklist. SMA will meet with the County's Project Manager to review the report checklist to confirm County requirements are met. Three bound, hard copies of the report and one electronic PDF file will be provided to the County for review. At a minimum, the memo will include the following:

- A summary of the review of the Alignment and Corridor Study
- A summary of the HEC-HMS models
- Specific data inputs
 - Rainfall
 - Discussion of soil types
 - Vegetation and land use distribution
 - Curve number or rational formula "C" calculations
 - Time of concentration calculations
- Drainage area topographic map with final basin delineations
- Results of existing hydrology for offsite basins
- Results of proposed hydrology of onsite (roadway) basins
- Summary table of recommended drainage structure sizes and types as well as roadside swale sizes, and identification of sources used in the analysis
- Recommendations for detention (if any)

The report will include recommendations for permanent erosion protection measures based on the hydraulic analysis completed.

One meeting will be held with County staff to review the Preliminary Drainage Technical Memorandum. Meeting minutes will be provided to all attendees after the meeting.

SMA will address review comments provided by County staff and prepare the Final Drainage Technical Memorandum.

6. Preliminary Drainage Design Plans:

SMA will prepare preliminary structure section details for each of the culvert crossings. The structure sections details will include:

- Structure number
- Station, offset, and skew angle for placement of the structures
- Proposed roadway section over the top of the structure
- Slope information and invert elevations at upstream and downstream ends
- Inlet and outlet end treatments
- Peak 100-year flow rates, flow velocities and headwater elevation

7. Determination of Right-of-Way –

Primary Tasks: SMA will research existing plats, deeds and right-of-way documents and complete necessary field surveys to identify property corners or right-of-way monuments. Based on this document research and field findings, analysis will be performed and determination of existing right-of-way will be made. Existing Right-of-Way will be surveyed and determined within the stated project limits.

SMA will determine the requirements for easements along the NE / SE Connector alignments. The identification of requirements associated with Drainage Structure improvements, including inlet and outlet requirements and storage needs along with the determination of preliminary requirements for temporary construction permits for the detouring of traffic during construction will be completed, but it understood that these easements are not needed for the Preliminary Design submittal. Coordinate with surveyor to initiate Easement Exhibit mapping activities.

Santa Fe County shall be responsible to secure Right-of-Way Easements and coordinate alignments and intersection locations with Property owners to address access and construction issues. SMA will collaborate and assist SFC representatives prepare exhibits and provided design related information relative to each of the four (4) parcel owners understood to be affected by the project.

8. Preliminary Design (30% Submittal) –

SMA will provide the County with three (3) black & white 11"x17" printed bound sets of the preliminary plans along with the Engineer's Opinion of Probable Construction Cost.

C. **FINAL DESIGN (PHASE II) SCOPE OF WORK:**

1. Utility Coordination and Conflict Analysis –

Primary Tasks: Upon completion of necessary research and designating services, SMA will determine to what extent the proposed improvements will impact the existing utilities and outline potential conflict points and recommended test hole locations.

Test Holes will be completed at locations specified by SMA and based on the Utility Conflict Analysis. For each requested test hole, Cardno will use its vacuum excavation trucks to remove material at each test hole location and record the utility type, size, material, depth to top, general condition and configuration. Each test hole is then backfilled and surface material repaired. For each completed test hole, Cardno will set a reference point and tie the vertical and horizontal location to this point. This information will be surveyed and Cardno will develop a test hole data form and update the existing utility composite drawing. A total of up to 8 Test Holes are included in this scope of work as well as mobilization expenses.

SMA in collaboration with our subconsultant Cardno will work with SFC representatives during the utility coordination process to obtain utility verification letters from each of the affected utility owners. This scope of work includes two (2)

group meetings with utility owners and the design team. Cardno's scope of work is as defined in their letter of November 20, 2018, as amended for eight (8) Level A test holes, which is attached and incorporated by reference.

2. Pre-Final & Final Waterline Design Plans –

Pre-Design Conference - The Owner will provide data necessary to incorporate into the waterline design including direction regarding future connections and any restrictions or requirements regarding the placement of the waterline within the corridor, regarding equipment necessary for flushing the proposed waterline and regarding the connection to the existing waterline.

Design of Waterline Plan - SMA will prepare a pre-final horizontal alignment design for the waterline(s) incorporating the data from the as-built research, the utility coordination and the property and easement research. SMA will submit the proposed alignment to the Owner for review prior to moving forward with the preliminary design. Any revisions to the alignment made after the initial alignment review and concurrence may require an additional fee.

Design of Waterline Profile - SMA will prepare the pre-final design of the profile for the waterline(s). This profile will consider the known underground utilities and drainage structures and will account for depth of bury if that information was relayed by the utility companies and attempt to minimize high points in the waterline.

Design Water Connection - SMA will prepare the pre-final design of the connection to the proposed waterline. SMA will design the connection to the existing system and any branch lines. Design of service lines connections will not be included in this task because this work is covered in the standard details, and the location of the service lines will be field coordinated by the construction observer during construction.

Engineer's Opinion of Probable Construction Cost (EOPCC) - Once the pre-final design of the waterline(s) is complete, SMA will estimate the quantities for proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.

Prepare Bid Form and Specifications - SMA will prepare a bid form for the water related bid items. SMA will also prepare technical specifications to cover work included in the project.

Design Review with Owner – SMA's utility engineer will not conduct a meeting with the Owner's representative to review the pre-final design. The Owner will review the pre-final design and provide comments to the engineer for incorporation into the final plans. The purpose of this review will be to identify any issues with the profiles and connections for the waterline(s) and to help ensure that the profiles and locations of the connection(s) are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey. The review is also intended to get Owner input on the standard details and any identify any Owner concerns related to operation and maintenance.

3. Pre-Final and Final Erosion Control Plans -

SMA will prepare Final Stabilization Temporary Erosion and Sediment Control Plans for permanent stabilization of disturbed areas at completion of construction to comply with the NPDES requirements. The plans will show limits of disturbed areas, seeding, slope protection, and permanent erosion control for culverts and channels.

Preparation of temporary erosion and sediment control plans during construction operations and a Storm Water Pollution Prevention Plan (SWPPP) will be the responsibility of the Construction Contractor.

4. Pre-Final & Final Drainage Design Plans -

Drainage Structure Final Design - SMA will revise the structure section drawings as necessary for the 90% and Final design level for each of the culvert crossings identified in the drainage report. The structure sections will include:

- Structure number
- Station, offset, skew angle and coordinate data for placement of the structures
- Proposed roadway section over the top of the structure
- Slope information and invert elevations at upstream and downstream ends
- Peak 100-year flow rate, flow velocity and headwater elevation
- Reference to relevant NMDOT standard drawings for culverts

5. Pre-Final & Final Maintenance of Traffic and Access (MOTA) Plans -

Construction Traffic Control Management Plans and associated details will not be developed for this project. SMA will develop a MOTA Special Provision for inclusion in the final contract documents. The MOTA Special Provision will require specific construction phasing requirements that are identified during the project design and development. Lane, speed, and working restrictions will be identified as applicable. The Construction Contractor will be required to develop their own MOTA plans and have them sealed by an independent Registered Professional Engineer. The bid item associated with this work will require the Contractor to provide applicable construction traffic control devices and SMA will not estimate or provide schedules for such devices. As the Contractor's MOTA plans will be sealed by a professional engineer, SMA has not included time to review the MOTA plans.

6. Intersection Street Lighting Analysis and Design -

SMA will prepare intersection street lighting plans for the following intersections:

- The Northeast Connector at Richards Road
- Avenida Del Sur at Richards Road
- Avenida Del Sur at the Southeast Connector
- The Southeast Connector at Rabbit Road/Northeast Connector

Plan sheets will include lighting notes, estimated quantities, layout sheets, schedule of conduits cables, and details. Luminaire spacing will be modeled using industry accepted software. Voltage drop calculations will also be prepared. It is assumed that all lighting can be serviced by existing electrical infrastructure. High voltage transformer design, electrical service extension design, and solar lighting are not included as part of this scope. Corridor lighting, trail lighting, and lighting at other locations are also not included as part of this scope.

7. Constructability Review -

As requested by Santa Fe County, a Constructability Review will not be held for this project and is not included in the scope of work.

8. Pre-Final (60%) & Final (90%) Roadway Design Plans & Cost Estimates -

Primary Tasks: This task involves developing the Final Roadway Design (60% and 90%) Plans following established NMDOT policies and procedures, to include the following: Plan & Profile Sheets, Geometric Sheets, Typical Sections, Quantity Schedules, Turnout Profiles, Permanent Signing and Pavement Marking Plans, General Notes, Summary of Quantities, and other sheets identified in the scope of work. This task will also include the incorporation the Final Engineer's Opinion of Probable Construction Costs. This task will also include updating the standard drawings list, cross sections and earthwork runs. This task is for one pavement option only. An alternative bid scenario for a second pavement requirement will require a contract amendment. SMA will provide the Santa Fe County with three (3) bound black & white 11" x 17" printed plan sets at both the Pre-Final and Final submittals.

9. Production Submittal -

Primary Tasks: Plan sheets as noted in the paragraph above will be finalized and sealed as appropriate. SMA will provide three (3) bound black & white 11" x 17" printed copies of the final plans. SMA will have the 11" x 17" originals scanned and printed providing three (3) black & white copies printed to 24" x 36" bond (actual borders will be 22" x 34"). SMA will provide the County with a copy of the plan set in electronic PDF format.

Santa Fe County will be responsible for preparing the contract book for this project. However, SMA will assist the County by providing Special Provisions and the bid form. A production level Engineer's Opinion of Probable Costs will also be provided.

10. Quality Control Plan -

Primary Tasks: This task will involve the development, review and approval of the project specific Quality Control Plan for the study phase of the project, in compliance with SMA's Project Management and Quality Guidelines.

D. BIDDING AND NEGOTIATION SCOPE OF WORK:

1. Contract Advertisement, letting, and Award - This work will include the following services during the bidding and negotiation phase:

- a) Attend Pre-Bid Conference
- b) Assist SFC prepare Addenda, if necessary
- c) Assist SFC respond to Contractor requests for information or clarification
- d) Review Contractor bids and generate Bid Tabulation Spreadsheet
- e) Provide recommendation to award letter

E. CONSTRUCTION PHASE SCOPE OF WORK:

1. Construction Phase – This work shall include the following services during the construction phase:

- a) Participate in the Pre-Construction Conference
- b) Participate in monthly site observations (not to exceed 18 observations)
- c) Shop Drawing / Contractor material(s) submittal review
- d) Evaluate Contractor suggested material substitutions
- e) Consider Contractor's suggestions for modification(s) to the construction plan and notify County of decisions made
- f) Issue clarifications and interpretations of the contract documents as appropriate to maintain orderly completion of the Contractor's work.

F. PROJECT CLOSE-OUT AND 11 MONTH WARRANTY INSPECTION PHASE:

1. Close-Out Phase – This work shall include the following services during the close-out phase:

- a) 11 Month Project Observation
- b) Prepare Findings Letter to the County
- c) Project Close-Out

II. REIMBURSABLES:

NOTE: All reimbursables shall be compensated at direct costs.

- Up to \$6,750 for FEMA CLOMR Application Fee

III. ADDITIONAL SERVICES:

A. GEOTECHNICAL INVESTIGATIONS SCOPE OF WORK –

NOTE: Geotechnical Investigations and reporting within the proposed project corridor will be conducted by Geo-Test, Inc., as a subconsultant to SMA, in accordance with their scope of work proposal, dated October 30, 2018, attached hereto.

B. SURVEYING SERVICES SCOPE OF WORK -

Primary Tasks of the project surveying services are as follows:

1. Perform a control survey to establish New Mexico State Plane Coordinates (NAD 83) and NAVD 88 vertical datum tied to the Santa Fe County GIS network.
2. Submit NM 811 utility locating requests.
3. Ground survey / cross sections of all proposed corridors, 150 feet in width based on proposed centerlines for Richards, NE Connector, Rabbit Road, SE Connector and Avenida del Sur with an estimated total length of 21,300 LF.
4. Ground survey / cross sections of all crossing streets (Dinosaur Trail, Oshara Village, Meador Road, College Drive and Richards Avenue)
5. Ground survey / cross sections of all existing and proposed drainage structures to include the Arroyo Hondo and Canada del Rancho.
6. Perform a UAS (drone) survey of the corridors for high resolution imagery and supplemental mapping to obtain:
 - a. Any features or ground surface beyond the 150-foot corridor
 - b. Detailed imagery of a proposed new connections with Dinosaur Trail or I-25 in the northwest quadrant and for the planned roundabouts at multiple intersections.
 - c. Detailed imagery for presentations and public meetings
7. Perform existing right-of-way and boundary location surveys of four (4) parcels of land for easement acquisition.
8. Prepare legal descriptions, with exhibits, of said four easements above.
9. Stake proposed new connector roads preliminary alignments every 100' along centerline for purpose of field identification
10. Survey bore hole locations for geotechnical sampling
11. Survey underground utility locations for SUE subconsultant

Note: The County has indicated that survey grade GIS data is available for imagery and topographic mapping. SMA has not had the opportunity to review this information. SMA will use the County's information to the extent possible. SMA may fully rely upon any information provided by the County without liability to SMA.

C. SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES –

The SUE services will be conducted by CARDNO, Inc., as a subconsultant to SMA, in accordance with their scope of work proposal, dated November 20, 2018 and revised for eight (8) level A test holes, attached hereto.

D. TRAFFIC STUDY SCOPE OF WORK –

Provide traffic related information and operational analysis with regards to the existing and proposed site conditions evaluation. The information will include: balanced traffic volumes, based on the traffic data (average weekday roadway traffic and intersection turn movement volumes) collected and provided by our subconsultant Mike Henderson Consulting, LLC, for existing conditions, speed data, vehicle classifications, pedestrians, and bicycles; identification of functional classifications and mile post designations; inventory of existing traffic signs and striping configurations for the mainline and side streets; identify existing lane configurations for roadway segments and intersections; measure existing turn bay lane lengths; inventory of traffic signal, roadway lighting, and ITS devices present; request current traffic signal timing plans; and obtain crash data for the most current previous three (3) years. Conduct a traffic operational analysis for project limit intersections and roadways for existing, 2040 horizon year no-build, 2028 design year proposed alternative, and 2040 horizon year proposed alternative scenarios using Highway Capacity Software (HCS) V7, Synchro 10 and Sidra Intersection. The information will be included and summarized as part of the Traffic Analysis Update Study document.

As part of the Traffic Study effort the Travel Demand Model will be updated by Eco Resource Management Systems, Inc. (eRMSi), as a subconsultant to SMA, as described in their scope of work proposal dated November 19, 2018, attached hereto.

Services for this traffic analysis do not include: detailed crash analysis or road safety audits, warrant analyses for all-way stop control (AWSC), traffic signals, high intensity activated crosswalks (HAWK), or roadway corridor or intersection lighting; pedestrian accessibility or mid-block crossings; corridor progression analysis; or systems engineering.

Items or Data required from the client:

- Traffic signal timing data for Richards Avenue & Dinosaur Trail.
- Crash Data available for the most current previous 3 years

E. ALLOWANCE FOR STRUCTURAL SYSTEMS –

Final project requirements may necessitate retaining walls or other structural systems not otherwise addressed by NMDOT Standard Drawings. This task is established to provide an allowance for developing of such details. If required, it is assumed that most of this work would be performed by LOUIS BERGER, as a subconsultant to SMA. The allowance could also be used by GEO-TEST, as a subconsultant to SMA, for necessary testing and foundation recommendations, including street lighting foundations and similar structures. The allowance may be applied during any phases of the contract. NMDOT bridge number requests (for structures longer than 20') could also be included in this allowance. The allowance amount is established at \$60,000 to be invoiced on a time and materials basis.

F. HYDROLOGIC ANALYSIS and HYDRAULIC ANALYSIS SCOPE OF WORK –

Hydrologic Analysis - SMA will utilize the analysis from the previous studies to the extent possible. It is SMA's understanding that a study-level drainage analysis was completed, and that verification of the analysis is necessary for final drainage structure recommendations and design.

SMA will develop a HEC-HMS model to assess runoff from offsite basins. Model inputs for rainfall, soil types and runoff curve number, time of concentration and loss calculations will be collected. SMA will make edits as required based on changed field conditions in consultation with the County. SMA will also refine the basin delineations for assessment of specific crossing structures for the roadway. The results of this revised model will be the basis for final hydraulic analysis.

Hydraulic Analysis - SMA will provide 1-dimensional hydraulic analyses using the GeoHEC-RAS program for the six identified arroyo crossings. This analysis will follow the new NMDOT Drainage Design Manual design criteria. The analysis will be used to assess crossing structure capacity and identify need for erosion control measures.

SMA will use Bentley FlowMaster and CulvertMaster programs for the design of roadside swales and minor culvert crossings.

G. FEMA CONDITIONAL LETTER of MAP REVISION (CLOMR) SCOPE OF WORK –

SMA will utilize the FEMA FIS hydraulic model to finalize hydraulic analysis associated with the designed crossing for the Arroyo Hondo and prepare a CLOMR application to FEMA for review. The application will include all documentation of analysis to support modifications to the AE flood zone associated with the Arroyo Hondo in the project limits.

The initial FEMA CLOMR application and review fees of up to \$6,750 will be paid by SMA and is included in SMA's fee proposal as a reimbursable expense. Any additional fees requested by FEMA will be requested from the County as an additional services request.

H. USACE PERMITTING SCOPE OF WORK –

SMA will provide ECOSPHERE ENVIRONMENTAL SERVICES, a subconsultant to SMA, the necessary design documents and disturbance volumes required for 401/404 Permitting. The scope and fee assume that the project can be constructed under an existing Nationwide Permit. However, if a different permit, other than a Nationwide is required, SMA will prepare an additional scope and fee proposal for the County for those services.

I. ENVIRONMENTAL PLAN SCOPE OF WORK -

NOTE: Environmental follow-up and reporting will be conducted by ECOSPHERE ENVIRONMENTAL SERVICES, as our sub-consultant, in accordance with their scope of work proposal, dated November 20, 2018, attached hereto.

FEASIBILITY STUDY SCOPE OF WORK –

NOTE: A feasibility study, as described in Sample Exhibit A, does not apply to the current state of affairs for this project and therefore is not incorporated into the Scope of Work at this time.

J. MARKET ANALYSIS

NOTE: A market analysis, as described in Sample Exhibit A, does not apply to the current state of affairs for this project and therefore is not incorporated into the Scope of Work at this time.

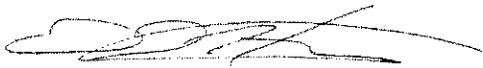
K. FUTURE ADDITIONAL SERVICES

While Scope of Work is defined by the above, it is specifically noted that the following items are not included in the current scope of work as either Basic Services or Additional Services. There is not enough detail to define these items at this time and these services can be added by amendment if needed in the future and agreed to by both parties:

- Bridge Selection Report
- Development Plan
- Bridge Design
- Additional Structure Design or Detailing not included in NMDOT standard drawings and/or beyond the stated allowance
- Signalization Plans
- ITS and/or Interconnect Plans
- Corridor Lighting
- Trail Lighting
- Landscaping Plans
- Storm Drain Plans
- Advance ROW Preservation

Please let us know if you would like to set up a follow-up meeting to go over our Scope of Work proposal or if you have questions or need additional information.

Sincerely,
Miller Engineers, Inc.
dba Souder, Miller & Associates



David H. Wilson, P.E.
Vice-President – Transportation

Attached: Fee Proposal

Fee Proposal

December 14, 2018



Souder, Miller & Associates		
Professional Services and Expenses Task/Hours/Fee Breakdown Related To		
Project Description:	NE/SE Connector Road Project	
Project Number:	RFP 2019-0003-PW/KE	
Owner:	Santa Fe County	
Date of Submittal:	Revision of 12/14/2018	SMA No.: 7227534
Tax Rate on Services:	Added separately to all invoices	
TOTALS		
PHASE/CATEGORY OF WORK	Subtotal	Total
Basic Services		
Project Initiation Services	\$ 13,320.00	
Phase ID Basic Services	\$ 334,965.60	
Phase II Basic Services	\$ 336,703.00	
Bidding and Negotiation Basic Services	\$ 19,540.00	
Construction Phase Basic Services	\$ 47,609.00	
Project Close-Out Basic Services	\$ 12,400.00	
Total Basic Services		\$ 764,537.60
Additional Services		
Traffic Study with Travel Demand Modeling	\$ 46,510.00	
Street Lighting Analysis & Design (Moved to Basic Services)	\$ -	
Surveying (Location, Easements, Design Stake Alignments)	\$ 87,887.93	
Hydrologic Analysis and Hydraulic Analysis	\$ 28,060.00	
FEMA CLOMR	\$ 17,260.00	
USACE Permitting	\$ 3,800.00	
Total Additional Services		\$ 183,517.93
Subconsultants		
Cardno	\$ 24,815.95	
EcoSphere	\$ 21,156.90	
Geo-Test	\$ 27,000.00	
Louis Berger	\$ 50,000.00	
eRMSi	\$ 10,800.00	
Mike Henderson Consulting	\$ 15,878.00	
Total Subconsultant Services		\$ 149,650.85
Reimbursable Costs		
FEMA Application Fee for CLOMR	\$ 6,750.00	
Total Reimbursable Costs		\$ 6,750.00
TOTAL (NMGRT invoiced separately)		\$ 1,104,456.38



Souder, Miller & Associates		
Professional Services and Expenses Task/Hours/Fee Breakdown Related To		
Project Description:	NE/SE Connector Road Project	
Project Number:	RFP 2019-0003-PW/KE	
Owner:	Santa Fe County	
Date of Submittal:	Revision of 12/21/2018	SMA No.: 7227534
Tax Rate on Services:	Added separately to all invoices	
TOTALS		
PHASE/CATEGORY OF WORK	Subtotal	Total
Basic Services		
Project Initiation Services	\$ 13,320.00	
Phase ID Basic Services	\$ 313,925.60	
Phase II Basic Services	\$ 319,633.00	
Bidding and Negotiation Basic Services	\$ 19,540.00	
Construction Phase Basic Services	\$ 47,609.00	
Project Close-Out Basic Services	\$ 12,400.00	
Total Basic Services		\$ 726,427.60
Additional Services		
Traffic Study with Travel Demand Modeling	\$ 46,510.00	
Street Lighting Analysis & Design	\$ 36,110.00	
Surveying (Location, Easements, Design Stake Alignments)	\$ 87,887.93	
Hydrologic Analysis and Hydraulic Analysis	\$ 28,060.00	
FEMA CLOMR	\$ 17,260.00	
USACE Permitting	\$ 3,800.00	
Total Additional Services		\$ 219,627.93
Subconsultants		
Cardno	\$ 24,815.95	
EcoSphere	\$ 21,156.90	
Geo-Test	\$ 27,000.00	
Louis Berger	\$ 50,000.00	
eRMSi	\$ 10,800.00	
Mike Henderson Consulting	\$ 15,878.00	
Total Subconsultant Services		\$ 149,650.85
Reimbursable Costs		
FEMA Application Fee for CLOMR	\$ 6,750.00	
Total Reimbursable Costs		\$ 6,750.00
TOTAL (NMGR T Invoiced separately)		\$ 1,102,456.38

