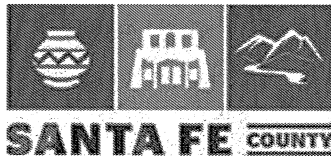


**AGREEMENT BETWEEN SANTA FE COUNTY AND WILSON & COMPANY, INC.
FOR ENGINEERING SERVICES**

PROJECT: Avenida Azul Multi-Use Trail

AGREEMENT NO.: 2024-0219-PW/DK

PROJECT LOCATION: Eldorado Subdivision, Santa Fe County



**SANTA FE COUNTY
PURCHASING DIVISION**
Part A of Two Parts

THIS AGREEMENT is made this 14th day of Jan, 2024, between Santa Fe County, a political subdivision of the state of New Mexico (the "County"), and Wilson & Company, Inc., Engineers & Architects a foreign profit corporation incorporated in the State of Kansas with a principle place of business in New Mexico at 401 Masthead Street NE, Ste. 150, Albuquerque, NM 87109, and licensed to do business in the State of New Mexico (the "Engineer").

The County:

Gregory S. Shaffer
Santa Fe County Manager
PO Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276
Telephone: 505-986-6200
Fax No.: 505-985-2740

The Engineer:

Edward Cordova, PE, Senior Vice President
Wilson & Company, Inc.,
Engineers & Architects
4401 Masthead Street NE, Suite 150,
Albuquerque, New Mexico 87109
Telephone: 505-348-4000
Fax No.: 505-348-4055

RECITALS

WHEREAS, the County requires the services of a professional licensed engineer to provide design and construction services for a multi-use trail along Avenida Azul from Avenida Vista Grande to Encantado Loop in Eldorado; and

WHEREAS, in accordance with NMSA 1978, Section 13-1-112, and the Santa Fe County Purchasing Regulations and Policy Manual, the County issued Request for Proposal No. 2024-0219-PW/DK to procure these engineering services; and

WHEREAS, based upon the evaluation criteria stated in the RFP for the purpose of determining the most qualified offeror, the County determines that the Engineer is the most qualified offeror to perform these services; and

WHEREAS, the Procurement Manager determines that pursuant to Section 50 (A) of the Santa Fe County Purchasing Regulation (Multi-term contracts, Determination Prior to Use), and NMSA 1978, Section 13-1-151 (Multi-term contracts; determination prior to use), that the estimated requirements cover the period of the contract, and are reasonably firm and continuing, and that the contract term will serve the best interests of the County; and

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

NOW THEREFORE, the parties agree as follows:

1. ENGINEER'S SERVICES

The Engineer will provide engineering services from preliminary design, final design, bidding and negotiation to construction phase for the design and construction of a multi-use trail along Avenida Azul from Avenida Azul to Encantado Loop in the Eldorado Subdivision. The design of the trail will be in accordance with the Feasibility Memo prepared by Horrocks in February 2022, AASHTO reference manuals, and the FWHA MUTCD current version. The Engineer's Services are more fully described in the Engineer's proposal dated December 16, 2024 (see Attachment A).

2. COMPENSATION, INVOICING, AND SET-OFF

A. The Engineer will be compensated as follows:

- 1) The County will pay the Engineer in full payment for Services satisfactorily performed and all costs and expenses will be in accordance with Exhibit A (Compensation and Schedule).
- 2) The total amount payable to the Engineer under this Agreement will not exceed **\$260,221.42**, *exclusive* of NM GRT. Any NM GRT levied on the amounts payable under this Agreement will be paid by the County to the Engineer.

- 3) This amount is a maximum and not a guarantee that the Services to be performed by Engineer will equal the amount stated above. The parties do not intend for the Engineer to continue to perform 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 will submit a written request for payment when payment is due under this Agreement (see Exhibit B, Pay Request form). Upon the County's receipt of the written request the County must issue a written certification of complete or partial acceptance or rejection of the Services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment unless and until the County has issued a written certification accepting the Services. Within 30 days of the issuance of a written certification accepting the Services, the County will tender payment for accepted Services. In the event the County fails to tender payment within 30 days of the written certification accepting Services the County will 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 the County determines the exact amount of damages it suffered as a result of the breach.
 - D. Payment under the Agreement will not foreclose the right of the County to recover excessive or illegal payment.

3. ENGINEER'S BASIC SERVICES

A. Preliminary Design

- 1) 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 County in obtaining such data, reports, or services.
- 2) The Engineer will develop and complete preliminary Design Plans and a construction cost estimate within 120 days of authorization to proceed and review with the County.
- 3) The Engineer will brief and obtain the written approval of the County for the Preliminary Design drawings and documents.
- 4) The Engineer will obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing the Final Design Phase.

B. Final Design Phase

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

- 1) Prepare Final Design Plans, project specific notice to contractors, special provisions, 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 and 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 accomplished are incompatible, the County must be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
- 4) Convene a meeting with the County 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) Provide County with 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 will be provided to the County upon request.

C. Bidding and Negotiating Phase

The Engineer will:

- 1) If requested, assist the County in obtaining bids or proposals and awarding and preparing the construction contract.
- 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 must allow sufficient time for County review and acceptance of each addendum.
- 6) Assist the County with issuing addenda as required to bidders or offerors.
- 7) Assist the County to identify the apparent successful bidder or offeror and provide written recommendation to accept or reject the bids and/or related proposals.

D. Construction Phase

The Engineer will:

- 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 must 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 the completed scope of work is acceptable and issue the Notice of Substantial Completion.
- 6) Finalize As-Built plans to include the construction contractor's mark-ups.

E. Project Closeout and 11-Month Warranty Inspection Phase

- 1) General. The Engineer will submit to the County recommendations to regarding the completion of construction of the project. The Engineer will obtain from the construction contractor all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any of the construction contractor's record drawing. The Engineer will obtain and deliver to the County a signed receipt for all materials turned over by the contractor.
- 2) Eleven-month Inspection and Report. Eleven months after Substantial Completion of the project, the Engineer must 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 will provide a written report of this activity to the County with in seven calendar days. The County through the Engineer will notify the construction contractor of any corrective action noted in the report. The Engineer will obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

4. 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 will be accordance with the agreed upon compensation as identified in Exhibit A (Compensation and Schedule).

- B. Reimbursable expenses will 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.

5. 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 will be provided when authorized in advanced in writing by the County, and be paid for by the County as provided in paragraph 3.
- B. Additional Services may include without limitation, the following.
 - 1) SUE Quality Level A Work: This phase of work involves obtaining ten (10) test holes.
 - 2) Geotechnical investigation and analysis.
 - 3) Drainage Report; Preliminary Drainage Report; Final Drainage Report.
 - 4) Hydrologic Model; Hydraulic Model
 - 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 tasks; Project management and coordination, cultural resources investigation, and biological investigation.

6. EXHIBITS

Exhibit A	Compensation and Schedule
Exhibit B	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

Hal Hgh
_____, Chair
Santa Fe County Board of County Commissioners



ATTESTATION:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk

1/14/25
Date

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

December 16, 2024
Date

ENGINEER – WILSON & COMPANY, INC.

Edward Cordova
Edward Cordova, PE
Senior Vice President

December 27, 2024
Date



**SANTA FE COUNTY
PURCHASING DIVISION
GENERAL TERMS AND CONDITIONS OF THE
AGREEMENT BETWEEN
SANTA FE COUNTY and ENGINEER**

Part B

1. SCOPE OF SERVICES

Engineer will provide the Services set forth in Part A, Section 2 (Scope of Services) of this Agreement and as provided in Exhibit A. The Engineer will perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.

2. EFFECTIVE DATE AND TERM

This Agreement will become effective as of the date of last signature by the parties on Part A and will terminate four years from such date, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

The initial term of this Agreement is four years. This Agreement is a multi-term contract under Section 50 of the Santa Fe County Purchasing Regulations, and NMSA 1978, Section 13-1-151 through 152 (Multi-term contracts; cancellation). If funds are not appropriated or otherwise made available to support compensation payable to the Engineer for the 2nd, 3rd and 4th fiscal years this Agreement will be cancelled.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Services) and Section 4 (Basic Services) will be completed in full, to the satisfaction of the County, for the amount set forth in Section 3 (Compensation, Invoicing, and Set-Off) of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may request changes in the Scope of Services to be performed. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are

mutually agreed upon by and between the County and the Engineer, must be incorporated in a written amendment signed by the parties.

4. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon any material breach of this Agreement by the other party. The non-breaching party must give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party has the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party will 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 must specify the effective date of termination, which will not be less than 15 days from the Engineer's receipt of the notice. The County will pay the Engineer for acceptable services, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but will not be liable for any work or services 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 will terminate upon written notice by the County to the Engineer. Such termination will be without penalty to the County, and the County will not be obligated to reimburse the Engineer for expenditures made in the performance of this Agreement after the date of termination. 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 will be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND DELEGATION

A. Independent Contractor. The parties agree that 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 will 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 must not subcontract or delegate any portion of the Services to without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval will be void.

C. Personnel. All Services will be performed by the Engineer or under its supervision. 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) will not be employees of or have any contractual relationships with the County and (ii) will be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work or services.

7. ASSIGNMENT

The Engineer will 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 will be void.

8. RELEASE

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

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Engineer in the performance of this Agreement must be kept confidential and 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

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

11. CONFLICT OF INTEREST

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

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but only by an instrument in writing signed by the parties. The Engineer specifically acknowledges and agrees that County

will not be responsible for any changes to Section 1 (Scope of Services, unless such changes are set forth in a duly executed written amendment.

13. ENTIRE AGREEMENT; INTEGRATION

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

14. EXHIBITS AND ATTACHMENTS; INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in this Agreement are incorporated into this Agreement by reference and made a part of 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, NMSA 1978, Section 13-1-28, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes provide for 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 will constitute a material breach of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

B. This Agreement will 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 its books and records relate to (i) the Engineer's performance of the Services under this 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 for a period of three years from the date of final payment under the Agreement, (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice, and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) the performance of Services under this 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 the Engineer may hire to perform Services under this Agreement to: (i) maintain such books and records for a period of three years from the date of final payment under the subcontract, (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice, and (iii) to keep such books and records in with accordance with GAAP.

19. INDEMNIFICATION

A. The Engineer shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs including court costs and legal fees, resulting from and to the extent caused by the Engineer's negligent performance or non-performance of its obligations under this Agreement. The Engineer will reimburse the County for legal costs to the extent the claim(s) was caused by Engineer's negligence performance, non-performance or willful misconduct.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Engineer's obligations under this indemnification section will not be limited by the terms of the insurance policy the Engineer is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement is held invalid or non-enforceable by a court, the remainder of the Agreement will not be affected and will continue to be valid and enforceable.

21. NOTICES

Any notice required to be given to either party by the Agreement must be in writing and 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 Public Works Department
Attn: Mike J. Hart, Project Manager III,
424 NM Highway 599 Northside Frontage Rd.
Santa Fe, New Mexico 87507

To the Engineer: Wilson & Company, Inc., Engineers & Architects
Attn: Edward Cordova, P.E., Senior Vice President
4401 Masthead Street NE, Suite 150
Albuquerque, New Mexico 87109

22. ENGINEER'S REPRESENTATIONS AND WARRANTIES

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

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

C. This Agreement and the Engineer's obligations do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer and filed with the New Mexico Secretary of State.

23. LIMITATION OF LIABILITY

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

25. INSURANCE

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

B. General Liability Insurance, Including Automobile. Engineer will maintain during the term of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,050,000 combined single limits of bodily injury, including death,

and property damage for any one occurrence. Said policies of insurance will include coverage for all operations performed for the County by the 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 must be named additional insured on the policy.

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

D. Malpractice/Errors and Omissions Insurance. Engineer must maintain during the term 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, Section 41-4-1, the Engineer will increase the maximum limits of any insurance required above.

26. PERMITS, FEES, AND LICENSES

Engineer will procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the performance of its obligations under this Agreement.

27. FAX OR ELECTRONIC SIGNATURE

The parties agree that a fax or electronic 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.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Engineer agrees to complete and submit a Campaign Contribution Disclosure form approved by the County.

30. SURVIVAL

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

EXHIBIT A

COMPENSATION AND SCHEDULE

Project Name: _____
 Project Number: _____
 Project Location: _____

BASIC SERVICES			Date to be completed
Programming Phase	0%	\$0.00	Date or Weeks
Schematic Phase	0%	\$0.00	Date or Weeks
Design Development Phase	0%	\$0.00	Date or Weeks
Construction Document Phase	0%	\$0.00	Date or Weeks
Bidding and Negotiations Phase	0%	\$0.00	Date or Weeks
Construction Phase	0%	\$0.00	Date or Weeks
Project Closeout	0%	\$0.00	Date or Weeks
11 Month Inspection Phase	0%	\$0.00	Date or Weeks
<hr/>			
Total Basic Services Amount	100%	\$0.00	
<hr/>			
REIMBURSABLES			
LIST		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Reimbursable Amount (Not to exceed)			
<hr/>			
ADDITIONAL SERVICES			
LIST SERVICES		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Additional Services Amount			
<hr/>			
CONSULTANT SERVICES			
LIST SERVICES		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Consultant Services Amount			
<hr/>			
TOTAL SERVICES AMOUNT		\$0.00	

EXHIBIT B

ENGINEER'S PAY REQUEST FORM

Engineer: _____ **Pay Request Statement No.** _____
Date: _____ **Project Number:** _____
Project Name: _____ **Project Location:** _____

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Programming Phase	\$	%	\$	\$	\$	
Schematic Phase	\$	%	\$	\$	\$	
Design Development Phase	\$	%	\$	\$	\$	
Construction Document Phase	\$	%	\$	\$	\$	
Bidding and Negotiation Phase	\$	%	\$	\$	\$	
Construction Phase	\$	%	\$	\$	\$	
Project Closeout	\$	%	\$	\$	\$	
11 Month Inspection Phase						
Subtotal						
CONTRACT CHANGES						
REIMBURSABLE *						
Type of Services	\$	%	\$	\$	\$	
Type of Services	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Subtotal						
ADDITIONAL SERVICES **						
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Subtotal	\$	%	\$	\$	\$	
Total	\$	%	\$	\$	\$	

EXHIBIT C

AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND _____ FOR PROFESSIONAL ENGINEERING BASIC SERVICES

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

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT LOCATION: _____

LIST SERVICES:

- 1.
- 2.
- 3.
- 4.
- 5.

Justification for Basic Services (Required):

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

Total **\$0.00**

SIGNATURE PAGE

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

Date: _____

Approved as to form

Jeff Young
Santa Fe County Attorney

Date: _____

Engineer - Wilson & Company, Inc.

Edward Cordova, PE
Senior Vice President

Date: _____

EXHIBIT D

**AMENDMENT TO AGREEMENT
BETWEEN SANTA FE COUNTY AND _____
FOR PROFESSIONAL ENGINEERING ADDITIONAL SERVICES**

In accordance with Part A Paragraph 6 Engineer’s ADDITIONAL SERVICES and Part B. Paragraph 1, SCOPE OF WORK, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Additional Services (scope of work and maximum compensation).

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT LOCATION: _____

LIST SERVICES:

- 1.
- 2.
- 3.
- 4.
- 5.

Justification for Basic Services (Required):

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

Total **\$0.00**

SIGNATURE PAGE

SANTA FE COUNTY

_____ Date: _____
Gregory S. Shaffer
Santa Fe County Manager

Approved as to form

_____ Date: _____
Jeff Young
Santa Fe County Attorney

ENGINEER - Wilson & Company, Inc.

_____ Date: _____
Edward Cordova, PE
Senior Vice President

EXHIBIT E

**AMENDMENT TO AGREEMENT
BETWEEN SANTA FE COUNTY AND _____
FOR CONSULTANT ADDITIONAL SERVICES**

In accordance with Part B Paragraph 3 Engineer’s ADDITIONAL SERVICES, where applicable, to the Agreement between the County and Engineer, the Consultant is authorized to provide the following Additional Services (scope of work and maximum compensation).

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT LOCATION: _____

LIST SERVICES:

- 1.
- 2.
- 3.
- 4.
- 5.

Justification for Basic Services (Required):

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

Total **\$0.00**

SIGNATURE PAGE

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

Date: _____

Approved as to form

Jeff Young
Santa Fe County Attorney

Date: _____

ENGINEER - Wilson & Company, Inc.

Edward Cordova, PE
Senior Vice President

Date: _____

EXHIBIT F

LISTING OF CONSULTANTS AND SUBCONTRACTORS

PROJECT NAME: _____ PROJECT NO: _____

<p><i>CIVIL:</i> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>	<p><i>ELECTRICAL</i> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>
<p><i>LANDSCAPING</i> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>	<p><i>ESTIMATING</i> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>
<p><i>STRUCTURAL</i> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>	<p><i>OTHER</i> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>
<p><i>MECHANICAL</i> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>	<p><i>OTHER</i> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>

December 16, 2024

Mike Hart
Project Manager III
Santa Fe County Public Works Department
424 NM Highway 599, Building H
Santa Fe, New Mexico 87507

Re: RFP 2024-0219-PW/DK Engineering Services Avenida Multi-Use Trail Scope & Fee Proposal_revision 3

Dear Mr. Hart,

Wilson & Company, Inc. (WCI) is pleased to submit this revised scope and fee proposal to Santa Fe County to provide preliminary & final design and construction services for Avenida Azul multi-use trail in Eldorado, NM. The proposed Avenida Azul multi-use trail is anticipated to parallel Avenida Azul on the east side from Avenida Vista Grande north to Encantado Road, a distance of ~1.15 miles.

Description of Services

Please see the attached scope of work task narratives for work plans, assumptions, and details of deliverables.

Basis of Revised Scope

The revised scope of work presented herein is based on the following:

- Email thread titled *RE: RFP 2024-0219-PW/DK Avenida Azul Multi-Use Trail Scope and Fee Submittal* dated August 27, 2024, through August 30, 2024.
- Virtual Webex meeting between Santa Fe County and WCI on September 5, 2024.
- Virtual Webex meeting between Santa Fe County and WCI on October 18, 2024.
- Phone calls between Santa Fe County and WCI on October 28 & 29, November 12, 2024, and December 4, 2024.

Deliverables

The deliverables to be developed, produced, and submitted to the County as listed below:

- Combined 30/60% Preliminary Design Plans and Engineer's Estimate
- Final Sealed & Signed Design Plans and Engineer's Estimate

Compensation

The total cost of for the completion of the basic services for the subject project shall be a lump sum of **\$170,861.07 (one hundred seventy thousand, eight hundred sixty-one Dollars and seven Cents)** excluding New Mexico Gross Receipts Tax.

Construction Phase Services shall be paid for by the County based on time and materials with a total not to exceed the fee of **\$50,756.35 (fifty thousand, seven hundred fifty-six Dollars and thirty-five Cents)** excluding New Mexico Gross Receipts Tax.

A detailed cost proposed of the total cost is attached.

Sincerely,



Thaddeus Yazzie, PE
Civil Engineer
Wilson & Company
E: thaddeus.yazzie@wilsonco.com
C: 505-629-2017

cc: Conrad Ley, PE (Wilson & Company)
Edward Cordova, PE (Wilson & Company)

SANTA FE COUNTY

RFP 2024-0219-PW/DK Engineering Services Avenida Azul Multi-Use Trail

Eldorado Community, Santa Fe County

December 16, 2024

Scope of Work_revision 3

Project Description:

Wilson & Company, Inc (WCI) scope of work includes the preliminary and final design of the Avenida Azul multi-use trail in the community of Eldorado in Santa Fe County. The proposed multi-use trail begins at Avenida Vista Grande and ends at Encantado Loop, approximately 1.15 miles. The proposed multi-use trail's design will be based on the *Avenida Azul Multi-Use Trail Feasibility* prepared by Horrocks in February 2022, AASHTO reference manuals, and the FHWA MUTCD current version.

Task Narratives:

1. Surveying and Subsurface Utility Engineering (SUE)

See Attachment A.

2. Pre-Final Design (60%)

Assumption: The project will forego the 30% preliminary design phase and commence to the 60% pre-final design phase.

2.1. Field Review

WCI will conduct a field review of the project site to verify existing conditions.

2.2. 60% Plan Set

WCI will prepare and submit pre-final drawings prepared to the 60% completion level, as well as an engineer's opinion of probable construction costs (EOPCC). See *Construction Plans* section for plan set assumptions.

Assumption: During the development of the 60% plan set, and prior to the formal submission of the 60% plan set, WCI will send Santa Fe County the preliminary 3-series, Plan and Profile, sheets for a cursory review. If any comments are received from Santa Fe County regarding the proposed multi-use trail alignment and/or profile prior to the formal submission of the 60% plan set that do not require any substantial alignment and/or profile revisions, WCI will address them to the extent practicable.

2.3. 60% Draft Project Specific NTCs and Special Provisions

WCI will prepare a draft project specific Notice to Contractors (NTCs) and special provisions to include in the project Contract Book.

Assumption: Santa Fe Country will prepare the draft project Contract Book.

2.4. 60% Utility Coordination

WCI will distribute pre-60% alert letters, distribute 60% authorization to engineer letters along with the 60% plans, conduct a 60% utility coordination meeting, and prepare meeting minutes.

2.5. Project Meetings and Coordination

WCI staff will participate in the following meetings:

- Design Phase Kick-Off Meeting
- Project Team Meetings (assumed up to two (2) meetings)
- 60% Review Meeting

All meetings are assumed to be held virtually and not require travel time or expense. WCI will prepare minutes for the design review meeting. WCI will be available for project coordination which generally includes written correspondence, telephone conversations, and smaller meetings with the County.

Assumption: New Mexico Department of Transportation (NMDOT) coordination is not included in this scope of work.

2.6. Quality Control

WCI will perform an internal quality review for work products prepared under this contract. Quality reviews will be performed in accordance with WCI's quality plan documents. WCI will provide a copy of its quality plan documents if requested.

3. Final Design (100%)

3.1. 100% Plan Set

WCI will continue to prepare the plan set from the 60% completion level and submit final drawings prepared to the 100% completion level and EOPCC that are sealed and signed by a New Mexico licensed profession engineer. See *Construction Plans* section for plan set assumptions.

3.2. 100% Project Specific NTCs and Special Provisions

WCI will also submit the final project specific notice to contractors and special provisions to include in the project Contract Book.

Assumption: Santa Fe Country will prepare the final project Contract Book.

3.3. 100% Utility Coordination

WCI will submit 60% relocation packages which include: relocation plans, scope of work, estimate (if reimbursable), utility adjustment agreement (if reimbursable), permit applications (if not reimbursable), certificate of insurance, and environmental clearance, if applicable, and conduct additional utility coordination meetings, and prepare meeting minutes from the meetings.

3.4. Project Meetings and Coordination

WCI staff will participate in the following meetings:

- Regulatory Review Meetings (assumed up to two (2) meetings)
 - Includes meeting with the County and/or State Floodplain Managers.
- Project Team Meetings (assumed up to two (2) meetings)
- Final Design Meeting

All meetings are assumed to be held virtually and not require travel time or expense. WCI will prepare minutes for the final design meeting. WCI will be available for project coordination which generally includes written correspondence, telephone conversations, and smaller meetings with the County.

Assumption: New Mexico Department of Transportation (NMDOT) coordination is not included in this scope of work. FEMA coordination to obtain a CLOMR/LOMR is not included in this scope of work.

3.5. Quality Control

WCI will perform an internal quality review for work products prepared under this contract. Quality reviews will be performed in accordance with WCI's quality plan documents. WCI will provide a copy of its quality plan documents if requested.

Construction Plans

The design fees are based on developing the following sheets:

Assumptions:

- *Project will be developed using NMDOT Standard Specifications and Bid Item numbers*
- *Plan Sheets will be developed half size, 11"x17", with Santa Fe County cover sheet and borders while following NMDOT format and plan set organization using AutoCAD Civil 3D.*
- *Plan set deliverables will be prepared and printed in half size, 11"x17" black/white PDF format.*
- *Designing of new utilities or utility relocations are not included in this scope of work.*
- *Designing of new structures and retaining walls are not included in this scope of work.*
- *The multi-use trail's design will be limited to the existing right-of-way, as feasibly possible. Additional right-of-way acquisition is not anticipated.*

Section 1 – General Sheets

- Cover Sheet
- Vicinity Map
- Index of Sheets
- Summary of Quantities
- General Notes
- Environmental Requirements

Section 2 – Miscellaneous Quantities and Sheets

- Typical Sections (Existing and Proposed)

- Surfacing Schedule
- Structure Quantities
- Miscellaneous Quantities
- SWPPP Information Sheet
- Re-Vegetation and Erosion Control Plan
- Permanent Erosion Control Details
- Miscellaneous Drawings
- Grading Plans
- Ditch Details

Section 3 – Plan and Profile

- Survey Control Map
- Horizontal Layout Sheet
- Plan and Profile Sheets

Section 4 – Turnout Profiles

- Turnout Profiles (Seven (7) turnouts are anticipated)

Section 5 – Structures and Retaining Walls

- Not used (no structures or retaining walls included in this scope)

Section 6 - Construction Signing

Detailed traffic control plans are not included in this scope and a standard shoulder closure detail and driveway TTC detail will be developed for this project.

- Suggested Sequence of Construction
- Construction Phasing Map
- MOTA Summary of Quantities
- Miscellaneous Quantity Schedules
- Work Zone Typical Sections
- Applicable NMDOT MOTA Standard Drawings

Section 7 – Permanent Signing and Striping

- Permanent Signing and Striping General Notes
- Permanent Signing and Striping Quantities
- Permanent Signing and Striping Schedules
- Signing and Striping Details
- Permanent Signing and Striping Sheets

Section 8 – Lighting

- Not used (no roadway and trail lighting included in this scope)

Section 9 – Signalization

- Not used (no signalization included in this scope)

Section 10 – Structure Placement

- Culvert Improvement Sections
- Low water crossing details

Section 11 – Existing Utilities

- Existing utilities notes and contacts
- Existing utility plans based on gathered information

Section 12 – Intelligent Transportation Systems (ITS)

- Not used (no ITS included in this scope)

Section 13 – Landscaping

- Not used (no landscaping included in this scope)

Section 14 – Cross Sections

- Cross Sections – Multi-Use Trail

4. Bid Phase Services

WCI will prepare and submit for approval, a final construction cost estimate sealed and signed by a New Mexico licensed professional engineer prior to advertisement. WCI will attend a pre-bid meeting, assumed to be virtual, and prepare and issued minutes from the meeting. When the project is advertised, WCI will provide plan set clarifications when needed. Upon receipt of bid, WCI will attend the bid opening, prepare a bid tab analysis, and prepare a recommendation of award letter.

Assumption: Santa Fe County will prepare addendums during the bidding phase.

5. Time and Material Services

Only when directed by the County, WCI shall furnish or acquire for the County the following professional and technical services. These services shall be paid for by the County based on time and materials with a total not to exceed the fee agreed upon to between the County and WCI at the time the written Authorization Services was given:

5.1. Construction Phase Services

Assumption: Daily construction oversight will be completed by the County or others.

5.1.1. Pre-Construction Conference

WCI will attend the pre-construction conference. Any minutes from the pre-construction conference will be prepared by the construction contractor.

5.1.2. Review and Respond to Request for Information

WCI will prepare up to ten (10) Request for Information (RFI) responses.

5.1.3. Review of Payment Applications

WCI will review, certify, and provide recommendations to the County for the payments of amounts owing to the construction contractor based on observations at the site and on evaluations of the construction contractor's application for payment.

Assumption: County will provide the final approval of contractor's application for payment. WCI assumes up to four (4) monthly site visits during construction. WCI assumes the County will provide the source book, diaries, and material haul tickets.

5.1.4. Review Contractor Submittals

WCI will track and review up to ten (10) material submittals and shop drawings.

5.1.5. Change Order Requests

WCI will review and comment on change orders prepared by the County's Project Manager and provide general consultation and advice when requested during construction.

5.1.6. Final Site Visit

WCI will attend the final site visit, make observations and recommendations as to the acceptability of the work, and issue the Notice of Substantial Completion to the County.

5.1.7. As-Built Drawings

WCI will prepare record drawings using mark-ups provided by the Construction Contractor.

5.2. Project Closeout

WCI will obtain from the construction contractor all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgment receipts of any of the construction contractor's record drawing. WCI will obtain and deliver a signed receipt for all materials turned over by the contractor to the County.

6. Additional Services

Only when directed by the County, WCI shall furnish or acquire for the County the following professional and technical services. Additional Services shall be paid for by the County in accordance at the fee agreed to between the County and WCI at the time the written Authorization Service was given.

6.1. SUE Quality Level A Work: This phase of work involves obtaining ten (10) test holes.

6.2. Geotechnical investigation and analysis.

6.3. Drainage Report

The existing roadway flows drain off Avenida Azul to roadside ditches. Flows are then conveyed towards an existing concrete box culvert located within the project limits. The existing box culvert is located in between Encanto Loop on the North and Azul Loop on the South.

The project proposes a multiuse trail to be constructed on the east side of Avenida Azul. The trail will be a low water crossing at the exit of the existing concrete box culvert. Erosion and scour protection calculations and design will be performed for the low water crossing. Roadway ditches will be evaluated for erosion and scour. If necessary additional erosion protection will be added to maintain the ditches' integrity.

6.3.1. Preliminary Drainage Report

The "NMDOT Drainage Design Manual" (July 2018) will be used for analysis, design and report guidelines for the Preliminary Drainage Report. Prior to performing the preliminary drainage report the project team will meet with the County's drainage engineer to discuss the project's drainage.

6.3.1.1. Hydrologic Model

The existing concrete box culvert and crossing culverts will be evaluated for hydrologic inflows.

Contributing flows to roadside ditches will be calculated. The Rational Method will be utilized for peak flow calculations as outlined in the NMDOT Drainage Manual. Precipitation depths will be obtained from NOAA Atlas 14. Curve Numbers for the 50-year and 100-year hydrologic models will be developed using soils, vegetation and land use maps. A Drainage Area topographic map will be created documenting the contributing watershed areas. Time of concentration will be documented with flow paths calculated per NMDOT Drainage Criteria.

6.3.1.2. Hydraulic Model

The existing concrete box culvert and crossing culverts will be evaluated for hydraulic performance and capacity.

The existing roadside ditches will be evaluated for hydraulic performance using the NMDOT Drainage Manual design storms. A summary table of existing and recommended ditch size and proposed lining material (sizes and types) will be prepared. The preliminary design of the proposed drainage improvements will be documented and proposed costs will be calculated.

6.3.2. Final Drainage Report

A Final Drainage Report will be prepared as a refinement to the Preliminary Drainage Report. The "NMDOT Drainage Design Manual" (July 2018) and "National Pollutant Discharge Elimination System Handbook: (December 2012) will be used for preparation of the report. The Final Drainage Report will document the following in greater detail:

- Scour and permanent erosion protection calculations (crossing culverts and ditches)
- Ditch calculations and design
- National Pollutant Discharge Elimination System (NPDES)
- Storm water pollution prevention plan (SWPPP) if disturbance greater than 1 acre.
- Temporary erosion and sediment control plan (TESCP)

Assumption: The impact of the proposed design on the water surface elevation will be evaluated with a hydraulic model. A zero-rise certification will be pursued because minimal to no impacts

to the water surface elevation are anticipated. Further coordination with FEMA and obtaining a CLOMR/LOMR is not included in this scope of work.

6.4. Environmental
See Attachment B.

Santa Fe County - Avenida Azul Multi-Use Trail Fee Proposal_revision 3

WORK TASK	\$174.00	\$236.00	\$155.00	\$137.00	\$174.00	\$118.00	\$159.00	\$81.00	Project Total			
	Project Manager	QA/QC Engineer	Senior Designer III	Roadway Staff Engineer	Drainage Engineer	Drainage Staff Engineer	Construction Manager	Admin Assistant	WCI Survey	WCI_Environment al	CSTI	Summary by Task
Task 1: Surveying and SUE	6	0	0	0	0	0	0	0	0	0	0	6
1.1 Aerial Photography, Survey, and Mapping	2											2
1.2. SUE Services	4											4
Task 1: Surveying and SUE Subtotal	\$1,044.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,461.07	\$0.00	\$10,500.00	\$46,005.07
Task 2: Pre-Final Design (60%)	60	8	106	176	24	100	0	0	0	0	0	484
2.1. Field Review	8			8	8	8						32
2.2. 60% Plan Set and Estimate	34		106	128	16	92						376
2.3. 60% Draft NTCs and Special Provisions	6			12								18
2.4. 60% Utility Coordination	24			18								42
2.5. Project Meetings and Coordination	8			10								18
2.6. Quality Control		8										8
Task 2: Pre-Final Design (60%) Subtotal	\$13,920.00	\$1,888.00	\$16,430.00	\$24,112.00	\$4,176.00	\$11,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,326.00
Task 3: Final Design (100%)	48	4	58	112	6	36	0	0	0	0	0	264
3.1. 100% Plan Set and Estimate	24		58	80	2	32						196
3.2. 100% Plan Set, Estimate, NTCs, and Special Provisions	6			12								18
3.3. 100% Utility Coordination	8			12								20
3.4. Project Meetings and Coordination	10			8	4	4						26
3.5. Quality Control		4										4
Task 3: Final Design (100%) Subtotal	\$8,352.00	\$944.00	\$8,990.00	\$15,344.00	\$1,044.00	\$4,248.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,922.00
Task 4: Bid Phase Services	26	0	16	42	0	0	0	0	0	0	0	84
4.1. Attend Pre-bid meeting & prepare meeting minutes	4											4
4.2. Answer bidding phase questions	12		16	20								48
4.3. Plan set clarifications	6			14								20
4.4. Bid Tab Evaluation and recommendation of bids	4			8								12
Task 4: Bid Phase Services Subtotal	\$4,524.00	\$0.00	\$2,480.00	\$5,754.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,758.00
Expenses												
Project Mileage (Santa Fe)												\$ 850.00
Expenses Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850.00
Project Total Person-hours	160	12	180	330	30	136	0	0	0	0	0	848
Project Total Cost (Excludes NMGR)												\$170,861.07

Construction Phase Services (Time & Materials)	100	0	68	36	0	0	78	42	0	0	0	324
Pre-Construction Conference	6						6					12
Review and Respond up to ten (10) RFIs	20		16	12								48
Reviews of Payment Applications	8						52	16				76
Reviews up to ten (10) Contractor Submittals	16			12								28
Change Order Requests	24		12									36
Final Site Visit	8						8	6				22
As-Built Drawings	12		40	12								64
Project Closeout	6						12	20				38
Expenses (CM Mileage & \$0.67/mile, 135 miles/trip, 19 visits)												\$ 1,718.55
Expenses (PM Mileage & \$0.67/mile, 135 miles/trip, 4 visits)												\$ 361.80
Construction Phase Services (Time & Materials) Subtotal	\$17,400.00	\$0.00	\$10,540.00	\$4,932.00	\$0.00	\$0.00	\$12,402.00	\$3,402.00	\$0.00	\$0.00	\$0.00	\$50,756.35

Drainage Report (Additional Services)	4	0	0	0	28	100	0	0	0	0	0	132
Preliminary Drainage Report	2				18	80						98
Final Drainage Report	2				12	20						34
Drainage Report (Additional Services) Subtotal	\$696.00	\$0.00	\$0.00	\$0.00	\$4,872.00	\$11,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,368.00
Environmental (Additional Services)	4	0	0	0	0	0	0	0	0	0	0	4
Cultural Resources	2											2
Biological Resources	2											2
Environmental (Additional Services) Subtotal	\$696.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,540.00	\$0.00	\$21,236.00

Wilson & Company Staff
CSTI: SUE

Memorandum

To: Thaddeus Yazzie

From: Jennifer Whitey

CC: Ben Aragon; Coyote Sparrow

Date: 8/26/2024

We are pleased to submit a fee for the upcoming project for the Santa Fe County Avenida Azul project.

We propose the following:

- We will perform the topographic and existing right-of-way survey Our approach to this project is as follows:
- We will first set horizontal and vertical control on-site, which will be rebar with aluminum cap stamped with their respective name for each control point. The coordinate system will be based on NAD 83, New Mexico Central Zone and NAVD 88 for the vertical datum. We will scale the state plane values to modified ground coordinates by using the combined scale factor for the site. The origin of the control network will be based on NGS OPUS Solution which is tied to NGS CORS stations within the area.
- We will search for any existing NGS or Santa Fe County monuments to tie into.
- We will call NM 811 to have the utilities spotted and work with our SUE subconsultant on locating the above- and below-ground utilities.
- We will locate the utilities while collecting the topographic data, the limits of such are 50' to the right and left of the roadway centerline.
- We will locate monuments and research documents to aid us in establishing the existing right-of-way for Avenida Azul. We assume the County Right of Way maps will be made available.
- We will fly the site to provide an orthophoto.
- We will prepare a Survey Control Sheet for the plan set.

We will provide a *.dwg file and a *.pdf of the existing parcel determination survey based on the scope.

We propose a lump sum fee of \$34,461.07. (excluding NMGRT)



TOTAL \$10,500.00

Wilson & Company, Inc.

Thaddeus Yazzie
 4401 Masthead Street NE Suite 150
 Albuquerque
 87109 New Mexico

Estimate# EST-001075
 Estimate Date 06 Aug 2024
 Reference# SFC Avenida Azul Trail - SUE

#	ITEM & DESCRIPTION	AMOUNT
1	<p>SUE Level B</p> <p>1. SUE Quality Level D & B: Utility Designating (approx. 1.18 miles), locates within Apparent Right of way</p> <p>CSTi will provide in the field utility designating marks with paint and or flags to the approximate horizontal location of the utilities. Surveying of SUE designated utility markings (paint and/or flags) will be provided by Wilson & Company. Wilson & Company will compile a drawing in AutoCAD format and provide to CSTi for check and verification.</p> <p>Data Limitations CSTi consistently performs professional Subsurface Utility Engineering services in accordance with and ASCE 38-22 guidelines and generally accepted engineering principles and practices at this time. However, a possibility exists that abandoned, forgotten, nondetectable, undocumented, or newly installed utilities may not get mapped using standard records research and geophysical survey procedures. Utilities possessing characteristics mentioned below can be missed while following standard utility designating and locating procedures:</p> <ol style="list-style-type: none"> 1. Utilities without apparent records available and without apparent surface features. 2. Utilities with record information, which is illegible, misleading, or incomplete. 3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as lying a significant distance from the true position. 4. Abandoned utilities. 5. Excessively deep utilities, beyond detection limits of standard designating equipment. 6. Nonconductive utilities buried in clay soil without any apparent surface features. 7. Facilities installed subsequent to the SUE field investigation effort. <p>A common problem occurs when the project involves facility owners and operators with insufficient records and nonconductive buried facilities, a situation often encountered with public works installations, infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that have nonconductive water mains. Though CSTi will attempt to achieve Quality Level B for all utilities, facilities mapped under these circumstances may be depicted as Quality Level D during the utility designating field effort. As the design project progresses some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction. Designers, utility coordinators, and contractors must realize the ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process; unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as Quality Level D, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field</p>	<p>\$10,500.00</p> <p>1.00 x 10,500.00</p>

ITEM & DESCRIPTION

AMOUNT

investigation operations are completed, and are subject to change. Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. Unless authorized to maintain and keep data sets current, CSTi cannot be held responsible for changing utility scenarios after completion of field operations. Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. Quality Levels C and D depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to Quality Levels B and A are strongly recommended for areas where accurate final design and construction planning and bidding is required.

Sub Total	10,500.00
Total	\$10,500.00

Terms & Conditions

Please make all checks payable to:
Construction Survey Technologies, INC
PO Box 16560
Las Cruces, NM 88001

Authorized Signature _____

Estimated Work Hours

Project Number:	Avienda Azul Multi-Use Trail	Date	12/11/2023
Description:	Pumping Plant No. 1 Distribution Line		
PM:	Blake Roxlau	Client:	Santa Fe County
Env TM:	Alex DeVries		

Scope & Assumptions: The project is within the Eldorado Community in Santa Fe New Mexico within Santa Fe County. Currently, Avenida Azul is a two-lane road with one lane in each direction that begins at Avenida Vista Grande and continues north to Encantado Road for approximately 1.15 miles. that will construct a 10-ft wide trail with 2-ft shoulders on both sides. Possible funding sources include those administered through the New Mexico Department of Transportation (NMDOT). The land status is municipal and private property. Therefore, there is no federal nexus. The environmental compliance work will consist of a Biological Resource survey and report, a Cultural Resource survey and report needed to obtain a cultural clearances from the NM SHPO. This scope is based on no inclement weather during the survey and available access to the project area. If these assumptions change a change order may be required. **Biological Resources:** Wilson expects the level of effort to be a desktop review of the available online databases including IPAC, NMERT, NHD, and the NWI. This review will analyze impacts to species with potential to occur in the area. A biological report will compile this analysis. **Cultural Resources:** A review of the NMCRIIS database for previous surveys and recorded archaeological sites. An estimated 1 newly recorded archaeological site and 5 isolated occurrences (IOs) are anticipated. The project area is located in a developed residential area. A report will be submitted directly to Santa Fe; one set of revisions is anticipated.

			Total Hours	Total Task Cost
1	2	3		
Project Manager/Arch PI	Archaeologist	Biologist/GIS Specialist		
\$185.00	\$110.00	\$110.00		

TASK DESCRIPTION

Task 1. Project Management and Coordination				
A. Project Planning and Monitoring		2		2
B. Meetings and Communication		6		4
C. Agency Consultation and Coordination	3	6		3
Task 1 SUBTOTAL	3	14		17
	\$555.00	\$1,540.00	\$0.00	\$2,095.00

Task 2. Cultural Resources Investigation				
A.1 Pre-Field Prep/ Records Search		4		
B. Fieldwork (1 archaeologist)		8		
C. Post-field Processing		4		
D. GIS/Mapping			24	
E. Forms & Report		4		
F. Draft Cultural Resources Report		10		
G. QA/QC and Review and Revisions	4	8		
H. Final Cultural Resources Report		4		
I. Coordination and Consultation w/HPD (1 set of revisions expected)	2	6		
Task 2 SUBTOTAL	6	48	24	78
	\$1,110.00	\$5,280.00	\$2,640.00	\$9,030.00

Task 3. Biological Investigation				
A. Pre-field research and prep			4	
B. Post-field data processing and management/GIS			24	
C. Draft Biological Report	4		20	
D. Final Biological Report	4		6	
E. Agency Coordination and Consultation	2		12	
Task 3 SUBTOTAL	10		66	76
	\$1,850.00	\$0.00	\$7,260.00	\$9,110.00

EXPENSES			
Mileage	150	\$0.65/mile	\$87.00
Per Diem Meals	1	\$59	\$59.00
lodging	0	\$175	\$0.00
ARMS Search Fee			\$0.00
Equipment and Supplies			\$100.00
TOTAL		\$305.00	

Total Hours	19	62	90	171
Labor Rate/hr	\$185.00	\$110.00	\$110.00	
Labor Cost	\$3,515.00	\$6,820.00	\$9,900.00	\$20,235.00
Expenses				\$305.00

Total Project Cost	\$3,515.00	\$6,820.00	\$9,900.00	\$20,540.00
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