AGREEMENT BETWEEN SANTA FE COUNTY AND BOHANNAN HUSTON, INC. FOR ENGINEERING SERVICES

PROJECT: Hyde Park Estates Water Improvement Systems
AGREEMENT NO.: 2024-0212-PW/TJ

PROJECT LOCATION: NM-475/Hyde Park Road and La Entrada Road

SANTA FE COUNTY
PURCHASING DIVISION
Part A of Two Parts

THIS AGREEMENT is made the 12 day of November 2024, between SANTA FE COUNTY (the "County"), a political subdivision of the state of New Mexico, and BOHANNAN HUSTON, INC., 7500 Jefferson St. NE, Albuquerque, NM 87109 ("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

The Engineer:

Name: Bohannan Huston, Inc.
7500 Jefferson St. NE
Albuquerque, NM 87109
TELEPHONE: 505-823-1000
E-MAIL: tburt@bhinc.com

RECITALS

WHEREAS, the County requires the services of a professional licensed engineer to provide design services for the Hyde Park Estates Water Improvement Systems project; 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. 2024-0212-PW/TJ 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 has determined that the Engineer is the most responsive and highest rated offeror; 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 mutual obligations herein, the parties agree as follows:

1. BACKGROUND and PROJECT DESCRIPTION

Hyde Park Estates ("HPE") is a 142-acre subdivision located east of Santa Fe, NM, in the foothills of the Sangre de Cristo Mountains. HPE is located within the boundary of Santa Fe County and is outside the city limits of the City of Santa Fe. The area can be accessed by NM-475/ Hyde Park Road and La Entrada Road. The water system service area is characterized by steep mountainous terrain that ranges in elevation from approximately 7,840 feet to over 8,100 feet. The HPE water system was initially developed in the 1950s. The 2 and 4 inch waterlines are more than 70 years old and are a mix of PVC and ductile iron pipe. HPE originally was served by three wells and two 30,000-gallon tanks. This infrastructure provides service to 78 metered connections. HPE has 11 vacant lots which may, in the future, become additional metered connections, based upon the Hyde Park Estates Cooperative Domestic Water Association Valuation Report completed in February 2014.

The HPECDWA was formed in 1981 to maintain the HPE water system and provide drinking water to the community. In 1996 the connection to the City of Santa Fe water system was established as a backup to the water production wells. This connection was made at the entrance to HPE on La Entrada Road. The public water system was owned, operated and maintained by the HPECDWA until it was acquired by the County in 2019. As part of the acquisition agreement, the wells were abandoned and HPE is now supplied fully by the connection to the City of Santa Fe water system. Today the HPE water infrastructure consists of six primary components (see attached map).

In 2023 the Engineer was contracted by the County to complete a Preliminary Engineering Report (PER) of the HPE water system. The PER assessed and summarized the existing infrastructure including age, material, and operations where available. The Engineer

developed a hydraulic model of the HPE water system to evaluate customer pressures and available fire flows currently being provided as well as the impacts of proposed improvements. The Engineer conducted records research and a site visit to assist in the PER development and documentation. The proposed improvements were developed with input from the County. A total of five alternatives were proposed in the PER with each alternative representing modifications, updates, and/or upgrades to the HPE water system.

2. ENGINEER'S SERVICES

The Engineer shall be responsible for all aspects of the project development necessary to complete the work described herein. The Engineer will have full latitude and complete responsibility for developing this project from PER to completion of construction. Although every effort has been made to describe fully the scope of services, changes may be required during the project to accommodate input from the public, stakeholders, other departments within the County. Changes to the Engineer's Services that may be required will be negotiated and incorporated by an amendment to this Agreement.

The Engineer's Services are summarized as follows:

Task 1 Project Management
Task 2 Pre-Design Phase services
Task 3 Design Phase services
Task 4 Miscellaneous
Task 5 Construction Phase - Bidding
Task 6 Engineering support during construction
Task 7 Construction Management and Inspection
Task 8 Standard Operating Job Procedures

Engineer's Services, the details of each Task including Assumptions and Deliverables are more fully described in the Engineer's proposal dated August 30, 2024 (see Attachment A).

3. 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 **$1,007,401.81**, *exclusive* of NM GRT. Any NM GRT tax levied on the amount payable under this Agreement will be paid by the County to the Engineer.

$594,307.00	Design Phase
$413,094.81	Construction Phase
$1,007,401.81	Total *exclusive* of NMGRT

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 hereunder 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.

4. ENGINEER'S BASIC SERVICES

The Engineer will provide the following Basic Services:

A. Preliminary Design, Study and Report Phase

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) Develop and complete a Development Plan for the area in schematic form for review with County. The plans must allow for phased construction of the project if necessary.
3) Upon approval of the schematic Development Plan documents by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within 30 days of authorization to proceed and review with the County. If necessary, revise Preliminary Design Phase documents in response to the County's comments.

4) From the approved scope of work, the Engineer will 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 will brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
5) 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, 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 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) 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 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

shall 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.

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 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.

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 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) Subservice geotechnical investigation with associated laboratory testing to include soil borings to determine subsurface profiles, relative strengths, compressibility and other characteristics of the surface layer(s).
2) Survey services for mapping, construction layout and/or to determine project and surrounding area boundaries.
3) Traffic study that may include volume, movement counts, accident crash data, pedestrian traffic, and parking, sidewalk and walk/bike trail considerations.
4) Drainage plan to determine the amount of runoff/drainage impacting the project area and make recommendations accordingly.
5) Storm water management to provide viable flood control, runoff and drainage conveyance options and recommendations for surface treatment plan(s).

6) Environmental review and if applicable, a cultural resource study, to include preparation of documentation regarding the mandatory evaluation of physical, social, and economic impacts of the project area to ensure compliance with environmental laws and authorities and as required obtain environmental clearance(s) from governmental agencies.
7) Feasibility study to evaluate and analyze the potential of the project to support recommendations for project implementation.
8) Market analysis to determine, develop and recommend conceptual options for future use of the project site.

7. EXHIBITS and ATTACHMENTS

Attachment A	Engineer's proposal dated August 30, 2024
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

Hank Hughes, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

11/13/2024
Date

Approved as to form:

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

November 1, 2024
Date

ENGINEER – BOHANNAN HUSTON, INC.

Digitally signed by Todd Burt
Date: 2024.11.11 17:02:47-07'00'

Signature

November 11, 2024
Date

Todd Burt, Senior Vice President
Print name and title

SANTA FE COUNTY
PURCHASING DIVISION
GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN SANTA FE COUNTY and BOHANNAN HUSTON, INC.

Part B of the Agreement

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 Attachment A.

2. EFFECTIVE DATE AND TERM

This Agreement will become effective on the date of last signature by the parties and will terminate one year after such date, 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 Sections 2 (Scope of Services) and 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. APPRORIATIONS 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 AGREEEMENT; 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 not notice, and (iii) to keep such books and records in with accordance with GAAP.

19. INDEMNIFICATION

A. The Contractor shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Contractor's performance or non-performance of its obligations under this Agreement.

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 Contractor's obligations under this indemnification section will not be limited by the terms of the insurance policy the Contractor 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 Hart, Project Manager III
424 NM 599 Frontage Road
Santa Fe, New Mexico 87507
E-mail: mhart@santafecountynm.gov

To the Engineer:
Bohannan Huston, Inc.
Attn: Todd Burt, PE, Senior Vice President
7500 Jefferson St. NE
Albuquerque, New Mexico 87109
E-mail: tburt@bhinc.com

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

County's liability to Engineer for any breach of this Agreement by County 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 the 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 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 as 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 herein.

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

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, NMSA 1978, Section 41-4-1, as amended.

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	10%	$0.00	Date or Weeks
Schematic Phase	15%	$0.00	Date or Weeks
Design Development Phase	20%	$0.00	Date or Weeks
Construction Document Phase	25%	$0.00	Date or Weeks
Bidding and Negotiations Phase	3%	$0.00	Date or Weeks
Construction Phase	22%	$0.00	Date or Weeks
Project Closeout	3%	$0.00	Date or Weeks
11 Month Inspection Phase	2%	$0.00	Date or Weeks
Total Basic Services Amount	100%	$0.00	

REIMBURSABLES	
LIST	$0.00
	$0.00
	$0.00
Total Reimbursable Amount (Not to exceed)	

ADDITIONAL SERVICES	
LIST SERVICES	$0.00
	$0.00
	$0.00
Total Additional Services Amount	$0.00

CONSULTANT SERVICES	
LIST SERVICES	
	$0.00
	$0.00
	$0.00
Total Consultant Services Amount	$0.00

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 _____

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

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

Approved as to form

_____ Date: _____
Jeff Young
Santa Fe County Attorney

Engineer – Bohannan Huston, Inc.

_____ Date: _____
Todd Burt, PE
Senior Vice President

EXHIBIT D

AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND _____

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 – Bohannan Huston, Inc.

Date: _____

_____
Todd Burt, 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

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

Approved as to form

_____ Date: _____
Jeff Young
Santa Fe County Attorney

ENGINEER – Bohannan Huston, Inc.

_____ Date: _____
Todd Burt, PE
Senior Vice President

EXHIBIT F

LISTING OF CONSULTANTS AND SUBCONTRACTORS

PROJECT NAME: _____ PROJECT NO: _____

CIVIL: Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	***ELECTRICAL*** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
LANDSCAPING Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	***ESTIMATING*** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
STRUCTURAL Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	***OTHER*** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
MECHANICAL Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	***OTHER*** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:

ATTACHMENT A

Bohannan Huston
great people *supporting* great communities

New Mexico:
Albuquerque | Las Cruces
Colorado:
Denver | Grand Junction
800.877.5332
bhinc.com

November 4, 2024

Tammy Jim, Procurement Specialist Senior
Purchasing Department
Santa Fe County
Via Email: tjim@santafecountynm.gov

Re: **Santa Fe County| Design Engineering for Hyde Park Estates Water System Improvements**

Dear Ms. Jim,

Bohannan Huston, Inc. (BHI) is pleased to submit this scope of work and fee proposal for Professional Services for Design Engineering for the Hyde Park Estates Water System Improvements. BHI proposes to complete the services as further outlined in the attached Exhibit A, for a lump sum amount of $1,007,402.81 plus applicable gross receipts tax. The total fee consists of $564,307.00 for Design Phase Services which includes $30,000 for Miscellaneous Tasks which would be pre-authorized by the County prior to use. The remaining $413,094.81 included in the proposed fee is for Construction Phase Services, which includes a part-time resident project representative for 9 months. The detailed manhour estimates are attached at Exhibit B.

Any services excluded from this proposal can be negotiated at a later date, if determined necessary to complete the project.

If this proposal is acceptable, please issue a purchase order for signature. This proposal is subject to renegotiation if not accepted within thirty (30) days. If any portion of this scope extends in duration for more than one year from the date of acceptance, the contract is subject to renegotiation. New Mexico gross receipts tax will be added to all invoices.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on the project. If you have comments or questions, do not hesitate to contact us.

Sincerely,

Todd Burt, PE
Senior Vice President
Water and Wastewater Systems

TB/ab
Enclosures

cc: Nathan Roberts, BHI (w/encls.)

DESIGN ENGINEERING FOR HYDE PARK ESTATES WATER SYSTEM IMPROVEMENTS

EXHIBIT A—DESIGN SERVICES SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

1.1 – PROJECT MANAGEMENT & COORDINATION

Bohannan Huston, Inc. (BHI) assumes a 10 month design period to complete the design of the Alternate 3 Improvements summarized in the Hyde Park Estates Preliminary Engineering Report.

Over the course of this design period, BHI will provide regular updates to the County by scheduling check-in meetings and providing progress report with monthly invoices.

As part of the project management responsibilities, BHI will develop a project schedule in Microsoft Project and update the schedule as needed.

1.2 – KICKOFF MEETING AND SITE VISIT

BHI will conduct and attend a kick-off meeting with the Owner at County offices and incorporate a site visit with key team members to discuss the Alternate 3 Improvements in the field and flag critical coordination items necessary for project success.

BHI will review scope, schedule, communication protocol, data requests, etc. at the kick-off meeting to ensure the project team is in alignment with expectations and procedures.

The intent of this meeting is to review the existing information available to the BHI team for this project and discuss the history and other system information the Owner would like to review. Key members of the design team will attend this meeting.

ASSUMPTIONS:

- The design duration is anticipated to be 10 months
- The kick off meeting will be in-person
- Monthly progress meetings will be conducted (digitally)
- A single public meeting will be held to discuss the project

DELIVERABLES:

- Monthly progress reports
- Kick-off meeting minutes
- Meeting minutes

TASK 2 – PRE-DESIGN PHASE SERVICES

2.1 – SURVEY

NM811 COORDINATION

Three days prior to the scheduled field survey, a BHI survey technician will mark the survey limits with a combination of white spray paint, lath, and white flagging tape. These markings are to be used as a guide for utility owners to show where we need their underground facilities marked. A Design Locate Request will then be submitted with NM811.

FIELD SURVEY

Three control points will be established adjacent to the project area. A topographic survey will then be conducted for the area. Enough data will be collected to support a one-foot contour interval. All planimetric and topographic features within the survey limits as shown will be mapped during the survey, including but not limited to: grade breaks, drainage structures, fences, curb/gutter, edge of pavement/concrete, visible utility features, and paint marks left by utility owners which designate underground facilities. Manhole invert depths and pipe sizes will be recorded for any sanitary or storm drain manhole within the survey limits if the survey crew is able to open the manhole cover safely and while mobilized. No manholes will be opened within roadways which require traffic control to open.

ORTHO IMAGE

BHI will obtain aerial imagery of the project site with sUAS imagery. Imagery will be controlled to match the project coordinate system and final digital delivery dataset. The sUAS acquisition will be made on the final day of the fieldwork, weather permitting, so as to capture the resultant utility marks from the NM811 call. Primary purpose of the flight is to document NM811 marks.

DELIVERABLES:

- Control Report certified by a New Mexico Professional Land Surveyor describing the survey control set onsite, including field methodology, coordinate system parameters, and datums used with a datasheet for each monument.
- Civil 3D 2021 files, including a 2D and 3D planimetric files and a surface file using BH NCS Standards.
- Digital orthoimage with projection file.
- Plats, deeds of record, site as-builts or other documents as may be obtained during the course of the survey.
- Topographic Map certified by a New Mexico Professional Land Surveyor, plotted at a scale suitable to fit 24"x36" sheet(s).

ASSUMPTIONS:

- This proposal has been prepared assuming services would be provided as described in the paragraphs above. Specific items of service not in this proposal include, but are not limited to, the following: construction staking, boundary retracements, platting, right-of-way mapping, or preparation of legal descriptions for easements. Services excluded above can be provided at your request and negotiated as an additional service.
- Reimbursable expenses such as mileage, per diem, and printing will be invoiced at cost and are included in the fee.
- Underground utilities within the survey area are to be marked by the facility owners, initiated by BHI's Design Locate Request with NM811. BHI will not be responsible for any deficiencies or lack of responses from the facility owners.
- It is assumed that by acceptance of this proposal, BHI is granted access to the project site.

2.2 – GEOTECHNICAL

BHI will subcontract with a geotechnical firm to complete bore hole testing throughout Hyde Park Estates to verify whether the in-situ material is suitable for bedding and backfill of the new waterlines. Additionally, the geotechnical report will include investigations to determine requirements for foundation design of the new booster station.

2.3 – ENVIRONMENTAL

BHI will subcontract with an environmental firm to complete an environmental assessment of Hyde Park Estates. The environmental assessment will determine if there are environmental considerations or restraints which may limit construction season and dictate means and methods. In the event construction will be completed with federal monies, an environmental assessment is required. Additionally, if more funding is required, completion of this document will broaden the Santa Fe County's ability to procure monies.

2.4 – SUBSURFACE UTILITY ENGINEERING

BHI will subcontract with a subsurface utility engineering (SUE) firm to designate and survey existing utilities within Hyde Park Estates, in accordance with BHI survey standards, and provide the information to BHI for incorporation into the topographic survey obtain.

In addition to designating and surveying the utility information, the SUE consultant will complete Level A SUE at pothole locations as designated by BHI in order to avoid horizontal and vertical conflicts between the existing utilities and the proposed water infrastructure.

DELIVERABLES:

- Topographic survey and control report
- Draft and final geotechnical report
- Draft and final environmental report
- SUE Civil3D file
- Fifteen (15) potholes and test sheets

TASK 3 – DESIGN PHASE SERVICES

OBJECTIVE: BHI will complete the Alternative 3 Improvements evaluated in the Hyde Park Estates Preliminary Engineering Report (BHI, January 2023). These improvements include:

- New Booster Station, including SCADA;
- Replace existing waterlines with 6-inch piping;
- Install Pax Mixer and power vent in each of the 30,000-gallon tanks to prevent ice formation, promote water turnover/mixing, and prevent DBP formation;
- Extend waterlines for additional pipeline looping within the subdivision; and
- Remove existing PRV vault.

3.A – 60% DESIGN PHASE SERVICES

60% design plans will be prepared utilizing AutoCAD and Civil3D 2021 and will follow the BHI CAD Standards. Preliminary plans shall include the following, as appropriate to the project:

- Cover Page
- General Notes
- Survey Control Sheet
- Overall Alignment Sheet
- Hydraulic Profile
- Plan and Profile Sheets (1:50 scale)
- Civil Details (3 sheets)
- Connection Detail to City System
- Elevation and Cross Section of Booster Station

- Foundation Design
- Electrical Sheets
- Instrumentation Sheets
- A list of technical specifications
- Engineer's Opinion of Probable Costs

BHI will attend a design review meeting with Owner staff to receive comments from the 60% design phase submittal.

ASSUMPTIONS:

- 2 Week Review Period
- In-Person Review Meeting
- BHI will use City of Santa Fe Design Criteria and Standard Details
- BHI assumes the towers installed for the AMI Meter System may also be used for SCADA

DELIVERABLES:

- 60% Plan Set (Digital)
- List of Technical Specifications (Digital)
- 60% Cost Estimate (Digital)

3.B – 90% DESIGN PHASE

Once the 60% review meeting is complete, BHI will schedule a utility coordination meeting with other utility owner's within Hyde Park Estates to notify them of this forthcoming project and determine if utility relocations or agreements will need to be obtained. Furthermore, BHI will develop a pothole plan for the SUE subcontractor to use as the basis of the Level A SUE designations which can then be incorporated into the 90% plan set.

Comments received with the 60% submittal shall be incorporated into the plans and specifications for the project. The plans and specifications shall be completed to a 90% level. BHI shall consider this the final submittal to the Owner prior to sealing of the documents.

90% design plans will be prepared utilizing AutoCAD and Civil3D 2021 and will follow the BHI CAD Standards.

BHI will refine the construction cost estimate for the project. NMGRT shall be shown as a percentage of the subtotal amount. The amount of NMGRT will not be part of the estimated construction cost; however, the calculation of the tax amount for the estimated construction cost shall be provided by the Engineer.

BHI will complete the technical specifications associated with the plan set as well as a response to comments of the comments received as part of the 60% deliverable.

In conjunction with the 90% submittal, BHI will submit the design plans to other stakeholders who require review prior to final approval. BHI anticipates review and approval from the New Mexico Environment Department (NMED) as part of this project. BHI also anticipates coordination with the City of Santa Fe for the connection point between the City Master Meter which serves Hyde Park Estates.

ASSUMPTIONS:

- 2 Week Review Period
- Digital Review Meeting

- Other Stakeholders will review 90% deliverable to facility final approvals prior to the sealed documents
- NMED approval is required. NMED will review the 90% plans and provide comments

DELIVERABLES:

- 90% Plan Set which incorporates the pothole data
- 90% Technical Specifications
- 90% Cost Estimate
- Response to 60% Comments
- Utility Coordination Meeting Minutes

3.C – FINAL DESIGN PHASE

Once the 90% review meeting is complete, BHI will address comments and submit sealed documents to the County.

Prior to the final submittal, BHI will receive approval from NMED and acknowledge from the City that there are no additional comments.

BHI will also assist the County in developing contract documents using EJCDC forms.

Lastly, with the sealed documents, BHI will provide a response to comments of the 90% deliverable.

ASSUMPTIONS:

- Draft and Final Contract Documents in EJCDC format

DELIVERABLES:

- Sealed Plan Set
- Sealed Technical Specifications
- Final Cost Estimate
- Response to 90% Comments

TASK 4 – MISCELLANEOUS

This task is to be treated as a project allowance. In the event additional scope is require to meet the project intent this task may be used to cover costs rather than requiring an additional services request.

BHI would not charge to this task unless authorized by the County. To charge to this task, BHI would identify the effort and provide a justification to the County for consideration. If approved by the County BHI would then charge to this task.

BIDDING & CONSTRUCTION SERVICES SUPPORT FOR HYDE PARK ESTATES WATER SYSTEM IMPROVEMENTS

EXHIBIT A—CONSTRUCTION SERVICES SCOPE OF WORK

TASK 5—BIDDING PHASE

OBJECTIVE: BHI will be responsible for assisting the Owner throughout the duration of the bidding process, including running a pre-bid conference and issuing addenda, as required. BHI will provide a recommendation of award letter after the bid opening. Services under this task include:

- Assist with maintaining bidder's list
- Attend pre-bid conference
- Issue addenda (as required) to clarify, correct, or change bid documents
- Attend bid opening, prepare bid tabulation sheets, and assist in evaluating bid award

ASSUMPTIONS:

- A digital pre-bid conference will be held and a site visit completed, if requested, with the potential bidders. BHI recommends this be a mandatory pre-bid conference
- BHITracker will be used to facilitate the dissemination of the contract documents, contractor questions, and addenda.

DELIVERABLES:

- Pre-bid meeting minutes
- Preparation of up to three (3) addenda
- Bid evaluation and tabulation
- Recommendation of award

TASK 6—ENGINEERING SUPPORT DURING CONSTRUCTION

OBJECTIVE: BHI will aid the construction team by providing the following services:

- Attend pre-construction conference
- Attendance at bi-weekly progress meetings
- Submittal / shop drawing review
- RFI and design revision support
- Conduct final walk-through of project

ASSUMPTIONS:

- Attending a maximum of eighteen (18) progress meetings
- Review of fifty (50) submittals
- Review and respond to ten (10) RFIs and prepare four (4) design revisions
- Construction contract duration of 270 consecutive calendar days

DELIVERABLES:

- All deliverables will be included in project close-out described in Task 7.

TASK 7—CONSTRUCTION MANAGEMENT AND INSPECTION

OBJECTIVE: BHI will support Santa Fe County with construction management and inspection for this project. This task includes engineering support provided by the design team during construction as well as the onsite construction inspection for the duration of construction. The following services are included with this task:

- Conduct a digital pre-construction conference for the project in coordination with the key personnel. Schedule the meeting, prepare a meeting agenda, and document and distribute meeting minutes via BHITracker™.
- Process material submittals and shop drawings for review by the design engineer via BHITracker. The tracker software creates an electronic submittal form that is to be included with all submittals and shop drawings. Engineer will maintain a log to monitor the status of the submittals and provide a copy at the bi-weekly meetings.
- Conduct and attend bi-weekly construction meetings. Prepare agenda and send out meeting invitations to all attendees. Compile and distribute meeting minutes.
- Provide construction observers, and other personnel as required, to observe the work of the Contractor and assist the Contractor during the time construction is in progress to reasonably confirm if the project is being constructed in general conformance with the plans and specifications. Review field and materials test reports for compliance with minimum testing requirements per the contract documents. The field reports will be distributed via BHITracker. BHI will monitor the field test reports and notify the construction Contractor of any failed testing immediately.
- Provide bi-weekly construction observation reports documenting daily weather conditions, work in progress and location, equipment in use (types and quantity), size of work force, discussions of problems encountered and resolutions, hours worked per day, materials delivered and installed, instruction given to contractors, and principal visitors. The reports will be delivered via BHITracker.
- Process, review, and respond to RFIs and design revisions (DRs) via BHITracker. The tracker software creates an electronic RFI form to be included with all RFIs. RFI and DR logs are available to monitor status. These logs will be printed for use at the bi-weekly meetings.
- Review and certify Contractor-prepared pay applications. BHI's construction observer will meet with the construction Contractor monthly to review quantities and schedule of values (on lump sum items). Once all agree, pay applications will be processed and certified.
- Review, comment, provide recommendation, and submit the final change order document from Contractor-prepared field change orders.
- Field and materials will be conducted by the BHI Field and Materials Testing Laboratory. Our tests will be conducted to meet Santa Fe County standards. Test reports will be uploaded to BHITracker.
- Conduct final inspection and follow up on inspections.

ASSUMPTIONS:

- Inspection and observation services for this project are based on a part-time effort (20 hours per week) for a 270-consecutive-calendar-day (9 months) construction contract duration. Of the 9 months, 3 months are assumed for material submittals and materials acquisition by the contractor, followed by 6 months of active construction by the contractor to be observed.
- Eighteen (18) bi-weekly construction progress meetings.
- Five (5) onsite meetings to resolve conflicts.
- Nine (9) pay applications (monthly).

- Twelve (12) Bi-Weekly construction observation reports.
- Material testing is included as an allowance and has been estimated for the scope and fee proposal.
- Reimbursable expenses include mileage.

DELIVERABLES:

- Progress meeting minutes
- Bi-Weekly construction reports
- Change order(s)
- Pay application recommendations
- Material Testing Reports

TASK 8 – STANDARD OPERATING JOB PROCEDURES

OBJECTIVE: To provide Engineering support during the facility commissioning and start-up of the facilities. The engineering team will assist the Construction Inspector and Contractor during the start-up and commissioning of the new facility.

APPROACH: Standard Operating Job Procedures services shall include the following items:

- Verify compliance of Contractor with Operational Readiness Test (ORT) Inspection and review checklist criteria with the Contractor prior to acceptance.
- Assist during the Functional Demonstration Test (FDT), effluent water quality, of the Facility.
- Assist during Performance Testing (PT), raw sewage testing, of the Facility.
- Prepare comprehensive Operation and Maintenance Manuals for the Owner prior to the FDT.
- Coordinate and Assist with Training for Operators during the commissioning.

ASSUMPTIONS:

- Contractor shall collect Operation and Maintenance (O&M) Manual information from each Supplier prior to the ORT. The Engineer shall compile the information and develop an O&M Manual for the Owner prior to the FDT.
- The Performance Testing Period shall be a duration of three (3) days.
- The Engineering shall have a maximum of three (3) representatives onsite during the start-up and commissioning of the facility.
- The Engineer shall assist the Contractor with the checklists and verification that all performance criteria are met during the testing of the facility.
- The ORT shall occur over a single day period. The FDT and Training shall occur within a one-week period.

DELIVERABLES:

- ORT Documentation and Acceptance
- FDT Documentation and Acceptance
- PT Documentation and Acceptance
- O&M Manual
- Prepare record drawings based on contractor red lines
- Prepare construction closeout package with all documentation collected during the project, including RFIs, submittals, pay applications, change orders, etc.

EXHIBIT B - DESIGN SCOPE FEE

Name of Project: Design Engineering for Hyde Park Estates Water System Improvements

Client: Santa Fe County **Date of proposal:** 8/30/2024

Principal-in-Charge/ PM, Des. Eng: TAB/NDR

inits.

Task / Activity	Engineer 7, PIC	Technical Manager 6, PM	Engineer 5	Engineer 3	Engineer 2	Engineer Tech 6	Tech Specialist 6	Admin Prof 6	Structural	ENGLCS	Survey	Subconsultants	Reimbursable Expenses	Task Sub-Totals	
														Per-Hrs	Cost
Hourly Rate:	$ 260	$ 235	$ 205	$ 160	$ 135	$ 135	$ 135	$ 115							
TASK 1: Project Management (Assumes 10 Months)	**14**	**58**		**116**				**4**	**$ 3,420**		**$ -**	**$ -**	**$ -**	**192**	**$ 39,710**
Kick-Off Meeting (On-Site)		8		16				4	$ 1,200						$ 6,100
Progress Meetings / Minutes (10 months / digital)	10	40		80					$ 2,220						$ 27,020
Monthly Progress Reports	4	10		20					$ -						$ 6,590
Task 2: Pre-Design Phase Services		**32**		**64**					**$ 545**		**$ 69,600**	**$ 70,965**	**$ -**	**96**	**$ 158,870**
Survey (BHI) - Topographic and Boundary Survey		12		24					$ -		$ 69,600				$ 76,260
GeoTest (Geo Technical)		4		8					$ 545			$ 11,500			$ 14,265
Pathfinder (Environmental)		4		8					$ -			$ 6,410			$ 8,630
SUE (High Mesa)		12		24					$ -			$ 53,055			$ 59,715
Task 3A: 60% Design	**24**	**110**		**242**		**340**		**40**	**$ 11,740**	**$ 45,000**	**$ -**	**$ 5,000**	**$ -**	**756**	**$ 183,050**
Cover Page		2		4		8			$ -						$ 2,190
General Notes		2		4		8			$ -						$ 2,190
Survey Control		2		4		8			$ -						$ 2,190
Overall Alignment		2		6		12			$ -						$ 3,050
Plan and Profile Sheets (40 @ 1:50 Scale)		40		80		160			$ -						$ 43,800
Waterline Details (2)		4		8		16			$ -						$ 4,380
Tank Site Plan		6		12		24			$ -						$ 6,570
Tank Details		8		16		32			$ -						$ 8,760
Booster Station Plan		8		16		32			$ -						$ 8,760
Booster Station Profile		10		20		40			$ -						$ 10,950
Booster Station Structural Sheets									$ 6,605						$ 6,605
Booster Station Electrical and Mechanical Sheets									$ -						$ -
Electrical / Instrumentation										$ 45,000					$ 45,000
Internal QAQC	18								$ 1,395						$ 6,075
Cost Estimate		4		12					$ 1,360						$ 4,220
Technical Specifications	6	10		40				24	$ 1,020						$ 14,090
NMED / County		4		8				8	$ -			$ 5,000			$ 8,140
Submittal and Review Meeting / Minutes (On Site)		8		12				8	$ 1,360						$ 6,080
Task 3b: 90% Design	**18**	**71**		**136**		**174**		**32**	**$ 11,395**	**$ 25,000**	**$ -**	**$ 5,000**	**$ -**	**431**	**$ 111,712**
Cover Page		1		2		2			$ -						$ 825
General Notes		1		2		2			$ -						$ 825
Survey Control		1		2		2			$ -						$ 825
Overall Alignment		2		4		8			$ -						$ 2,190
Plan and Profile Sheets (38 @ 1:20 Scale)		20		40		80			$ -						$ 21,900
Waterline Details (2)		2		8		8			$ -						$ 2,830
Tank Site Plan		4		8		12			$ -						$ 3,851
Tank Details		6		12		24			$ -						$ 6,570

EXHIBIT B - DESIGN SCOPE FEE

Name of Project:	**Design Engineering for Hyde Park Estates Water System Improvements**		
Client:	Santa Fe County	**Date of proposal:**	8/30/2024
Principal-in-Charge/ PM, Des. Eng:	TAB/NDR		

inits.

Task / Activity	Engineer 7, PIC	Technical Manager 6, PM	Engineer 5	Engineer 3	Engineer 2	Engineer Tech 6	Tech Specialist 6	Admin Prof 6	Structural	ENGLCS	Survey	Subconsultants	Reimbursable Expenses	Task Sub-Totals	
														Per-Hrs	Cost
Hourly Rate:	$ 260	$ 235	$ 205	$ 160	$ 135	$ 135	$ 135	$ 115							
Booster Station Plan		4		8		12			$ -						$ 3,851
Booster Station Profile		6		12		24			$ -						$ 6,570
Booster Station Structural Sheets									$ 8,425						$ 8,425
Booster Station Electrical and Mechanical Sheets									$ -						$ -
Electrical / Instrumentation										$ 25,000					$ 25,000
Internal QAQC	12								$ 930						$ 4,050
Cost Estimate		4		8					$ 680						$ 2,900
Technical Specifications	6	8		18				16	$ 680						$ 8,840
NMED / County		8		8				8	$ -			$ 5,000			$ 9,080
Submittal and Review Meeting / Minutes (Digital)		4		4				8	$ 680						$ 3,180
Task 3c: 100% Design	**22**	**64**		**78**		**90**		**36**	**$ 5,935**	**$ 10,500**	**$ -**	**$ 5,000**	**$ -**	**290**	**$ 70,965**
Cover Page		2		2		2			$ -						$ 1,060
General Notes		2		2		2			$ -						$ 1,060
Survey Control		2		2		2			$ -						$ 1,060
Overall Alignment		2		2		4			$ -						$ 1,330
Plan and Profile Sheets (38 @ 1:20 Scale)		10		20		40			$ -						$ 10,950
Waterline Details (2)		4		4		4			$ -						$ 2,120
Tank Site Plan		4		4		4			$ -						$ 2,120
Tank Details		4		6		12			$ -						$ 3,520
Booster Station Plan		4		4		8			$ -						$ 2,660
Booster Station Profile		4		6		12			$ -						$ 3,520
Booster Station Structural Sheets									$ 2,895						$ 2,895
Booster Station Electrical and Mechanical Sheets									$ -						$ -
Electrical / Instrumentation										$ 10,500					$ 10,500
Internal QAQC	12								$ 930						$ 4,050
Cost Estimate		4		4					$ 340						$ 1,920
Technical Specifications	6	10		10				8	$ 680						$ 7,110
Contract Documents	4	4		4				20	$ -						$ 4,920
Final Submittal and Permitting		8		8				8	$ 1,090			$ 5,000			$ 10,170
Task 4: Miscellaneous Tasks									**$ -**	**$ -**	**$ -**	**$ 30,000**	**$ -**		**$ 30,000**
Miscellaneous Tasks									$ -			$ 30,000			$ 30,000
TOTAL DESIGN PHASE COST (excluding NMGRT):	**78**	**335**		**636**		**604**		**112**	**$33,035**	**$80,500**	**$69,600**	**$115,965**		**1765**	**$594,307**

EXHIBIT B - BIDDING AND CONSTRUCTION PHASE SERVICES

Name of Project: Design Engineering for Hyde Park Estates Water System Improvements

Client: Santa Fe County **Date of proposal:** 8/30/2024

Principal-in-Charge/ PM, Des. Eng: TAB/NDR **Approved by:**

inits.

Task / Activity	Engineer 7, PIC	Engineer 6, PM	Engineer 5	Engineer 3	Engineer Tech 7	Engr Tech 5	Engr Tech 3	Admin Prof 6	Structures	ENGLCS	CONABQ	Reimbursable Expenses	Task Sub-Totals	
													Per-Hrs	Cost
Hourly Rate:	$ 260	$ 235	$ 205	$ 160	$ 150	$ 125	$ 100	$ 115						
Task 5: Bidding Phase		**26**		**50**				**8**	**$ 1,815**	**$ 3,000**	**$ -**	**$ -**	**84**	**$ 19,845**
Attend Pre-Offer Meeting		4		8					$ -				12	$ 2,220
Provide Clarifications		8		16					$ 875	$ 3,000			24	$ 8,315
Issue Addenda		8		16					$ 940				24	$ 5,380
Attend Offer Opening		2		4					$ -				6	$ 1,110
Verify Contractor Compliance		2		4				4	$ -				10	$ 1,570
Prepare a Recommendation of Award Letter		2		2				4	$ -				8	$ 1,250
TASK 6: ENGINEERING SERVICES DURING CONSTRUCTION		**113**		**268**				**8**	**$ 3,700**	**$ 9,000**	**$ -**	**$ -**	**389**	**$ 83,055**
Contractor NTP Documents		8		8				8	$ -	$ -			24	$ 4,080
Attend/Conduct Construction Pre-Con Meeting (Virtual)		2		4					$ -	$ -			6	$ 1,110
Attend Bi-weekly Progress Meetings (9 months - 18 total)		40		80					$ -	$ -			120	$ 22,200
Resident Engineer Communication		18		36					$ -	$ -			54	$ 9,990
Submittal/Shop Drawing Review (Assumes 50)		25		100					$ 1,980	$ 5,500			125	$ 29,355
RFI Response (Assumes 10)		20		40					$ 1,720	$ 3,500			60	$ 16,320
TASK 7: CONSTRUCTION MANAGEMENT AND INSPECTION									**$ -**		**$ 263,430**	**$ 9,189.81**		**$ 272,619.81**
Part-Time Inspection (Half Time for 9 months)											$ 203,430			$ 203,430
Mileage												$ 9,189.81		$ 9,190
Material Testing											$ 60,000			$ 60,000
TASK 8: STANDARD OPERATING JOB PROCEDURES		**34**		**76**	**24**	**40**		**10**	**$ 1,675**	**$ 6,000**	**$ -**	**$ -**	**184**	**$ 37,575**
Verify Compliance with ORT Inspection		8		8									16	$ 3,160.00
Attend Functional Acceptance Test		8		8									16	$ 3,160.00
Attend Reliability Acceptance Test				8									8	$ 1,280.00
Review O&M Manuals		2		4									6	$ 1,110.00
Coord Operator Training				8									8	$ 2,780.00
Start-up and Testing					8					$ 1,500			8	$ 2,700.00
Record Drawings		8		20	8	40			$ 1,050	$ 3,000			76	$ 13,830.00
Project Closeout		8		20	8			10	$ 625	$ 1,500			46	$ 9,555.00
TOTAL BIDDING/CONSTRUCTION PHASE COST (excluding NMGRT):		**173**		**394**	**24**	**40**		**26**	**$ 7,190**	**$ 18,000**	**$ 263,430**	**$ 9,189.81**	**657**	**$ 413,094.81**

BHI Req#252187 Hyde Park Estates

Final Audit Report 2024-09-20

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