

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
BOHANNAN HUSTON, INC. FOR CONSTRUCTION MANAGEMENT
SERVICES FOR ARROYO HONDO TRAIL SEGMENTS 2 AND 3**

This Agreement is entered into this 9th day of December 2024, between **Santa Fe County**, a political subdivision of the state of New Mexico (the "County"), and **Bohannan Huston, Inc.**, 7500 Jefferson Street NE, Albuquerque, New Mexico 87109 (the "Contractor").

WHEREAS, the County requires construction management for the Arroyo Hondo Trail Segments 2 and 3 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. 2024-0148-PW/TS; and

WHEREAS, the Evaluation Committee determines that the Contractor is the most qualified offeror; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR'S SERVICES

- A. Contractor shall perform construction observation services during the construction phase of Segments 2 and 3 of the Arroyo Hondo Trail project. Contractor's services will generally consist of services during preconstruction; construction management and inspection during construction; project closeout and certification; and quality assurance and independent assurance materials testing. The Contractor's services are more fully detailed in the attached Appendix A.

2. ADDITIONAL SERVICES

A. The parties agree that the Services in section 1 above will be completed to the County's satisfaction and for the amount stated section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Contractor's Services. Any changes to the Contractor's Services must be made by written amendment.

3. COMPENSATION, INVOICING AND SET-OFF

A. The total compensation payable to the Contractor will not exceed **\$561,265.25** *exclusive* of NM GRT. Any NM GRT levied on the amounts payable under this Agreement will be paid by the County to the Contractor.

B. The compensation payable to the Contractor is based on the following fee schedule.

TASKS	Cost
Task 1: Preconstruction	\$ 14,700.00
Task 2: Construction Management and Inspection	\$423,035.00
Task 3: Project Closeout and Certification	\$ 10,150.00
Task 4: QA and IA Materials Testing	\$ 85,000.00
Task 5: Travel and other Direct Expenses	\$ 28,380.25
Total	\$561,265.25

C. The Contractor will submit a written request for payment to the County when payment is due under this Agreement. Upon the County’s receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought.

- 1) The County’s representative for certification of acceptance or rejection of and services is Robert Walton rhwalton@santafecountynm.gov (505) 986-6364, or such other individual as may be designated in the absence of the County representative.
- 2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

D. If the Contractor breaches this Agreement, the County may, without penalty, withhold payments due the Contractor for the purpose of set-off damages it suffered as a result of the breach.

E. Payment The County’s payment to Contractor will not foreclose the County’s right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will be effective as of the date of last signature by the parties and will terminate four years from that date, unless earlier terminated under Section 5 (Termination) or Section 6 (Appropriations and Authorizations).

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon a breach 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 will have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Contractor written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Contractor after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

A. The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

B. The initial term of this Agreement is two years. This is a multi-term contract under Section 50 of the Santa Fe County Purchasing Regulations and NMSA 1978, Section 13-1-150 (Multi-term contracts; specified period). Pursuant to Section 50 (D) of the Purchasing Regulations and NMSA 1978, Section 13-1-152, if funds are not appropriated or otherwise made available to support compensation payable to the Contractor for the 2nd year this Agreement will be cancelled.

7. INDEPENDENT CONTRACTOR

The parties intend that the Contractor and its agents and employees will be independent contractors and not employees or agents of the County. Accordingly, the Contractor 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 County employees.

Except as may be authorized in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

A. The Contractor must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Contractor must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

9. CONTRACTOR'S PERSONNEL

A. The services in section 1 (Contractor's Services) must be performed by the Contractor or under its supervision.

B. The Contractor states that it has, or will secure at the Contractor's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Contractor's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY

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

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

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

13. CONFLICT OF INTEREST

The Contractor 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.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Contractor will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Contractor acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

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

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

20. 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.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICES

Notice required to be given to either party 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, to:

To the County: Santa Fe County Public Works Department
Attn: Robert Walton, Program Manager II
424 NM Highway 599, Building H
Santa Fe, New Mexico 87507
Phone: (505) 986-6364
rwalton@santafecountynm.gov

To the Contractor: Bohannon Huston, Inc.
Juan Samaniego, Senior Vice President,
7500 Jefferson Street NE
Albuquerque, New Mexico 87109
Phone: (505) 823-1000
samaniego@bhinc.com

23. CONTRACTOR REPRESENTATIONS

The Contractor hereby represents and warrants that:

A. This Agreement is duly authorized by the Contractor, the person signing this Agreement has authority to do so, and, once signed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.

B. The terms of this Agreement do not conflict with Contractor's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD-PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. CONTRACTOR'S INSURANCE

A. General Conditions. Contractor 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. Contractor 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 Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be named additional insured on the policy.

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

D. Errors and Omissions Insurance. Contractor must procure and 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 claim, \$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 Contractor will increase the maximum limits of its insurance.

F. Contractor may use a combination of its underlying insurance policies and its excess insurance policies to meet the insurance requirements described above.

27. PERMITS AND FEES

Contractor will procure all permits, licenses, and pay all fees associated with the performance of the Services and the Contractor's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the 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.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY:

Hank Hughes
Hank Hughes, Chair
Santa Fe County Board of County Commissioners



ATTESTATION:

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

12/19/24
Date

Approved as to form:

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

November 21, 2024
Date

CONTRACTOR - BOHANNAN HUSTON, INC.:

Juan C. Samaniego
Signature
Juan C. Samaniego, Senior Vice President
Print name and title

11/25/2024
Date

Appendix A



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

November 14, 2024

Timothy Sintas, Procurement Specialist Sr.
Santa Fe County Public Works Department
424 NM Highway 599, Building H
Santa Fe, New Mexico 87507

Re: Proposal for Construction Phase Services
Santa Fe County, Arroyo Hondo Trail, Segments 2 and 3, CN S100630, CN S100640
(Engineer of Record: Otak Engineering, Stamped 9/7/23)

Dear Mr. Sintas:

Bohannon Huston, Inc. (BHI) is pleased to have the opportunity to offer this proposal to provide Construction Phase Services for the referenced project. Please find enclosed **Attachment A** that details our **Scope** for this project, **Attachment B** that provides hourly details for our **Estimated Fee**, and **Attachment C**, a proposed **Standard Form of Agreement**.

We propose this work be performed on a **Time and Materials (T&M)** basis. The fee estimate includes the following Tasks:

	Task	Estimated Fee
1	Preconstruction	\$ 14,700.00
2	Construction Management and Inspection	\$ 423,035.00
3	Project Closeout and Certification	\$ 10,150.00
4	QA and IA Materials Testing	\$ 85,000.00
5	Travel and Other Direct Expenses	\$ 28,380.25
	Fee Estimate (LS), Subtotal	\$ 561,265.25
	Estimated NMGR (6.8750%)	\$ 38,586.99
	Total, including NMGR	\$ 599,852.23

We look forward to your favorable consideration of this proposal. Upon your review, please feel free to contact me to discuss any questions or changes to the scope you may feel are necessary.

This proposal as submitted is valid for 30 days. We reserve the right to resubmit an updated proposal following the 30 days. Should our proposal be accepted, Attachment C is submitted for consideration as a Standard Form of Agreement to be completed as part of our Contract. Please let us know if there is a preferred Agreement the County would rather use.

If this proposal is acceptable, please sign in the space provided below.

Sincerely,

Juan C. Samaniego, PE
Senior Vice President
Construction Engineering

ACCEPTED: Santa Fe County

BY _____
(Signature)

(Printed Name)

TITLE _____

DATE _____

Louis J. Hernandez
cn=Louis J. Hernandez, o=Bohannon
Huston, Inc.,
email=ljhernandez@bhinc.com, c=US
2024.11.13 16:26:48 -07'00'

Co-signed by:

Louis J. Hernandez, MBA
Chief Financial Officer

JCS/jp

Enclosures: Attachment A, Project Scope
Attachment B, Fee Estimate
Attachment C, Standard Form of Agreement

cc: Robert Walton, Santa Fe County (w/encls.)
Bill Taylor, Santa Fe County (w/encls.)
Amanda Patterson-Sanchez, Santa Fe County (w/encls.)
Lawrence C. Imprescia, Santa Fe County (w/encls.)
Kevin Murtagh, Bohannon Huston, Inc. (w/encls.)

ATTACHMENT A
GENERAL SCOPE OF WORK
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
Santa Fe County
ARROYO HONDO TRAIL, SEGMENT 2 AND 3
CN S100630 and S100640

November 14, 2024

This proposal submitted by Bohannon Huston, Inc. (BHI) includes descriptions and details categorized as

- **Scope of Services**
- **Personnel and Responsibilities for the Scope**
- **Exclusions**

Scope of Services:

The scope of this proposal includes the following tasks for this project:

1. Preconstruction
2. Construction Observation
3. Construction Management
4. Project Closeout
5. Quality Assurance (QA) and Independent Assurance (IA) Materials Testing

These tasks and associated scope have been identified to complete the work associated with this effort in accordance with NMDOT Tribal/Local Public Agency (T/LPA) guidelines.

Assumptions

- Previously defined phases, Segment 2 and Segment 3 will be Bid and Contracted as one project to one successful Bidder and Contract.
- Engineer of Record (EOR) services during construction, as referenced throughout this scope, are to be contracted by the County.
- Independent Assurance (IA) Material Testing, as required by T/LPA Minimum Testing Requirements (MTRs) **is included** in this Proposal as a subcontract to BHI, to a 3rd party, Certified, Material Testing Laboratory. The IA Material Testing Laboratory is to be determined, following the Contractors selection of a Material Testing Laboratory for Quality Control.
- The Person in Responsible Charge for the County will be identified and authorized to review and approve all T/LPA activities in accordance with 23 CFR § 450.310(a), with BHI providing supporting services to the Responsible Person.
- A Typical Contractors work week schedule of 5 days/week, 8 hours/day

ATTACHMENT A - GENERAL SCOPE OF WORK
ARROYO HONDO TRAIL, SEGMENT 2 AND 3

November 14, 2024

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To provide a consistent documentation platform, we are proposing to use our **BHITracker®** software that can be used as a central location for:

- bidding activities
- material submittals/shop drawings
- requests for information (RFI)
- design revisions (DR)
- daily field reports
- field and materials test reports
- weekly meeting minutes
- change proposals
- change orders
- pay applications

The web-based software is user friendly, has controlled access, utilizes email notifications, and allows electronic processing and routing of RFI, DR, and material submittals. The software facilitates review of all documents, the conduct of progress meetings and other meetings or audits.

1. Preconstruction

- a. Conduct pre-construction conference for the project in coordination with the key stakeholders. Schedule the meeting, prepare a meeting agenda, and document and distribute meeting minutes as well as post to BHITracker®.
- b. Process shop drawings and submittals for review by EOR via BHITracker®. The software generates an electronic submittal form that is to be included with all submittals and shop drawings. BHI will maintain a log to monitor the status of the submittals and provide a copy at the weekly meetings or display a current view onscreen.

2. Construction Observation

- a. Provide Construction Observers (CO) as required by Tribal/Local Project Administration (T/LPA) guidelines to observe and document the work and progress of the Contractor. Our observation effort for this project is based on full-time effort.

- i. **NOTE:** For the purposes of this proposal, it is assumed there will be work performed for **360 Working Days (WD)**.

If additional time is added to the construction schedule, we reserve the right to negotiate our fee based on our Standard Rate Schedule, to encompass the added time.

- b. Provide daily construction observation reports documenting:
 - i. weather conditions
 - ii. work in progress and areas where it was performed
 - iii. equipment in use (types and quantity)
 - iv. size of work force
 - v. discussions of problems encountered and resolutions
 - vi. hours worked per day
 - vii. materials delivered
 - viii. instruction provided to Contractor
 - ix. principal visitors
 - x. etc.

The daily reports will be consolidated by week into one document and made available via BHITracker® the following week.

- c. BHI CO will inspect the work performed by Contractor and provide written notification if unsatisfactory work is observed.
- d. BHI CO will meet with the Contractor to review and agree on quantities installed on the project and will document progress via electronic Source Book.
- e. BHI CO will coordinate with any visitors on site including other Santa Fe County staff/inspectors, other visitors, and the Contractor.

3. Construction Management

- a. BHI Project Manager (PM) will conduct and attend bi-weekly construction meetings. Prepare agenda and send out meeting invitations to all attendees. Prepare and distribute meeting minutes as well as post to BHITracker®.
 - i. The option to conduct and attend weekly meetings virtually via Teams is preferred due to travel time associated with many participants.
- b. BHI PM will maintain an orderly, transparent, document platform via BHITracker®.
- c. BHI PM will meet with the Contractor as necessary to review and comment on their construction schedule to confirm the project is on schedule, review modifications to the schedule, and discuss resolutions.
- d. BHI PM will review the Contractor's red line mark-ups monthly. BHI will maintain blue-line mark ups, to verify the Contractors red-lines. BHI will provide Certification of Record Drawings certifying that the project was constructed in accordance with the plans and specifications. The Contractor's surveyor (registered Licensed Surveyor in New Mexico) will transfer the red line information and all relevant survey data from the contactor's plans and will certify the record drawings.
- e. BHI PM will process Requests for Information (RFI) and Design Revisions (DR) via BHITracker®. The design Engineer will review and respond to all RFIs and DRs. BHITracker® creates an electronic RFI form to be included with all RFIs.

ATTACHMENT A - GENERAL SCOPE OF WORK

ARROYO HONDO TRAIL, SEGMENT 2 AND 3

November 14, 2024

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RFI and DR logs will be made available to monitor status. These logs will be printed or available on screen for review at the progress meetings.

- f. BHI will meet with the construction Contractor monthly to review unit price quantities and schedule of values (on lump sum items) and report quantities for Pay Application processing.
- g. BHI will meet with the construction Contractor for field verification of change proposal details and document the information for Change Order processing. All Change Orders will follow the pre-approval process per T/LPA requirements.
- h. BHI will review and process Contractor's certified payroll, conduct Contractor interviews, and coordinate with the NMDOT to verify compliance.
- i. BHI PM will facilitate project oversight audit, including assistance and providing access to BHITracker®.

4. Project Close out

- a. Review and process Contractor's request for Substantial Completion.
- b. Schedule the Substantial Completion and Final Inspection to determine acceptability of work and follow-up to ensure all punch list items are complete.
- c. Prepare a Close Out Package to include all documents generated during construction via BHITracker® as required to pass the final audit including Engineer's Certificate of Substantial Compliance.

5. Quality Assurance (QA) and Independent Assurance (IA) Materials Testing

- a. QA Testing of materials per Minimum Testing Requirements (MTRs) in contract documents and T/LPA requirements.
- b. Coordination with Contractor and Santa Fe County to align testing frequency with Quality Control (as performed by the Contractor) and Independent Assurance (by a 3rd Party) testing.
- c. Reporting and documentation of QA Testing results.
- d. Subcontract to a 3rd Party, Independent and Certified Materials Testing Laboratory for IA Materials Testing.

Personnel and Responsibilities for the Scope:

- **Provide Consultant Professional Engineer with the following duties:**
 - a. Provide guidance and oversee entire CM and Inspection team.
 - b. Act as the Owner's representative to administer the contract.
 - c. Provide recommendations on contractual issues.
 - d. Provide Certificate of Substantial Compliance.

- **Provide Consultant Construction Project Manager with the following duties:**
 - a. Coordinate with County on preconstruction meeting with all key personnel.
 - b. Process shop drawings and submittals in conjunction with EOR.
 - c. Coordinate compliance with Buy American, and the Build America Buy America Act (BABAA) requirements.
 - d. Coordinate with County on progress meetings as necessary.
 - e. Process Requests for Information and Design Revisions in conjunction with EOR.
 - f. Supervise activities of the COs and office personnel.
 - g. Coordinate with County to obtain written authorization from NMDOT and process all change orders.
 - h. Coordinate with County on project activities between the Contractor and NMDOT.
 - i. BHI will address and certify all project documentation and submittals including:
 - i. Source Books
 - ii. Certificates of Compliance
 - iii. Pay Estimates
 - iv. NPDES
 - v. Payrolls
 - vi. Subcontractors
 - vii. Traffic Control Diaries
 - viii. Testing Reports.
 - j. BHI will coordinate Contractor's compliance with contract requirements (i.e. Buy American, BABAA, DBE, EEO, etc.)
 - k. Review of the A-1086 & A-1088a forms.

ATTACHMENT A - GENERAL SCOPE OF WORK

ARROYO HONDO TRAIL, SEGMENT 2 AND 3

November 14, 2024

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- l. Coordinate uploading of pertinent information to B2Gnow.
- m. Coordinate uploading of pertinent information to LCPtracker.
- n. Coordinate with County to administer monthly progress payments.
- o. Reject defective material and workmanship.
- p. Coordinate with EOR to interpret the plans and specifications.

• **Provide Consultant Construction Observers (CO) with the following duties:**

- a. Prepare a daily diary.
- b. Prepare Source Document Books, and document pay quantities and quantity computations.
- c. Keep testing credits up-to-date.
- d. Schedule and/or perform testing.
- e. Provide supplementary data for change orders.
- f. Monitor QA testing of materials and workmanship for compliance to MTRs.
- g. Assist the County as required to maintain public relations.
- h. Utility coordination.
- i. Conduct and document EEO and Labor Compliance interviews.
- j. Review quantities for processing pay applications and cross-reference to source books.

Note: All COs, and Sampling and Testing Technicians, will have NMDOT TTCP certification in the appropriate area including:

- i. Nuclear Densometer
- ii. Concrete
- iii. Aggregates
- iv. Soils
- v. Hot Mix
- vi. Drilled Shafts
- vii. Traffic Control
- viii. Seeding
- ix. SWPPP

• **Provide Consultant Project Administrator with the following duties:**

- a. Review all T/LPA requirements for applicability to the project.
- b. Coordinate submittal of documentation by Contractor, Owner, and BHI.
- c. Compile and distribute final close out documents.

- **Provide Consultant Administrative Professional with the following duties:**
 - a. Provide document control and coordination via BHITracker®.
 - b. Final all letters and documents.
 - c. Assist with Meeting Minutes.
 - d. Assist with Change Orders.
 - e. Assist with Pay Applications.
 - f. Compile and distribute final close out documents.

- **Provide Consultant QA Materials Testing.**
 - a. Provide QA Material Testing per the NMDOT Minimum Testing Requirements (MTR) for:
 - i. Soils
 - ii. Basecourse
 - iii. Asphaltic Pavement
 - iv. Concrete
 - v. Aggregate.

Exclusions

The following elements are excluded from this scope:

1. Advertisements for Bidding, Bid Tabulation, and Award Services.
2. Engineer of Record Services during Construction
3. Construction Staking and Surveys
4. Contractor Process Quality Control
5. Record Drawings
6. Mobile Laboratory
7. Data Recovery and/or monitoring of existing Cultural Resource Sites
8. Environmental Services
9. Public Information Services not explicitly stated.

Attachment B

BHI PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES, INCLUDING MATERIALS TESTING, FOLLOWING T/LPA GUIDELINES

1. Name of Project: Arroyo Hondo Trail, Segments 2 and 3 **4. Date of proposal:** 11/14/2024
2. Client: Santa Fe County Construction Cost \$5,000,000 **5. Prepared by:** JCS
3. Engineer: Bohannan Huston, Inc. **6. Duration:** 360 CCD

TASK / ACTIVITY	Engineer 7	Construction Observer 6 (Assoc. PM)	Construction Observer 5	Administrative Professional 5	Project Administrator 3	Fixed Costs	Task Sub-Totals		
							Person-Hrs.	Effort	
A Pre-Construction Phase									
Pre Construction Meeting, Conduct and Record, BHI Work Plan	4	12	16	4	4		40	\$ 5,940.00	
Submittal Review, including Sect. 108s	6	24	6	20	4		60	\$ 8,760.00	
Total	10	36	22	24	8		100	\$ 14,700.00	
B Construction Phase, Management and Inspection									
Conduct and/or attend biweekly meetings	13	52		13	13		91	\$ 14,430.00	
Weekly Field Reports	7	13					20	\$ 3,775.00	
Construction Observation			2470				2470	\$ 321,100.00	
Materials Certificates of Compliance review/approval	7	26		156	78		267	\$ 34,910.00	
Certified Payroll, Wage Rate Interviews, CPTracker, B2Gnow review	7	13		26	78		124	\$ 18,075.00	
Prepare monthly pay applications	6	13		13			32	\$ 5,000.00	
Prepare Pre-Approval, Approval of Change Orders	13	26		13	13		65	\$ 10,660.00	
Coordinate RFIs and Design Revisions	6	13					19	\$ 3,505.00	
Funding Agency Audit Coordination/Management	12	24		12	24		72	\$ 11,580.00	
Total	71	180	2470	233	206		3160	\$ 423,035.00	
C Project Close Out and Certification									
Conduct final inspections and follow-up on punch-list completion.	2	12		8	2		24	\$ 3,490.00	
Assemble close out package and submit to County	4	16	2	16	8		46	\$ 6,660.00	
Total	6	28	2	24	10		70	\$ 10,150.00	
Total Hourly Rate:	87	244	2494	281	224		3330	\$ 447,885.00	
	\$270.00	\$145.00	\$130.00	\$115.00	\$145.00			\$ -	
OTHER DIRECT COSTS:									
Material Testing, Quality Assurance and Independent Assurance(via independent lab) Lump Sum								\$	85,000.00
Cost of reproduction, printing, etc.:						\$ 150.00 per month est.	13 Months	\$	1,950.00
PM Travel Time (Trips)						26 \$145.00 per hour	52 hours	\$	7,540.00
Mileage (Based on # of weeks)						52 \$ 0.67 per mile	28,194 miles	\$	18,890.25
TOTAL OTHER DIRECT COSTS:								\$	113,380.25
TOTAL EFFORT								\$	561,265.25