

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

PROJECT: Rancho Viejo Water Service Improvements

Contract No.: 2019-0029-PW/TVR

PROJECT LOCATION: Rancho Viejo Water System, Santa Fe County, New Mexico



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

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

THIS AGREEMENT is made and entered into on this 11th day of February 2019, by and between Santa Fe County, hereinafter the County, a political subdivision of the state of New Mexico, and HDR Engineering, Inc., hereinafter the Engineer.

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

Engineer:
Chris Rodriguez, Associate Vice President
HDR Engineering, Inc.
2155 Louisiana Blvd. NE
Albuquerque, NM 87110-5483
TELEPHONE: 505-830-5400
FAX: 505-830-5454

RECITALS

WHEREAS, the County requires the services of a professional licensed engineer to provide engineering design for the construction of a waterline connection between the BDD 5A Line Point of Connection and the Rancho Viejo Storage Tank; and

WHEREAS, in accordance with Section 13-1-125, NMSA 1978 and the New Mexico Procurement Code, the County issued a Letter of Interest to procure these professional engineering design services; and

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

NOW THEREFORE, in consideration of the premises and mutual obligations herein in Parts A and Part B of this Agreement, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

Engineer completed a Preliminary Engineering Report (PER) to evaluate the feasibility of installing a dedicated water transmission/distribution line that can be used to supply the Rancho Viejo Tank from the BDD. The results of the PER were used to develop recommendations, a list of projects/modifications and cost estimates for the additional infrastructure that will be required to facilitate a waterline connection between the BDD 5A Line Point of Connection and the Rancho Viejo Storage Tank.

The County accepts the PER Alternative 1 proposed by the Engineer – BCC 5A Connection Supply to Zone 2 using existing water lines.

2. THE PROJECT SCOPE OF WORK (BDD 5A Connection Supply to Zone 2 using existing piping)

The Engineer shall provide engineering services including without limitation preliminary design, final design, construction documents, bidding/ negotiating, construction administration, and project close out. Contractor will also provide minimum weekly site observations.

A. Engineer shall:

- (1) Evaluate the Rancho Viejo Water Tank to BDD 5A Line Point of Connection.
- (2) Based on the existing configuration of the service line between the BDD 5A Line Point of Connection to the Rancho Viejo Water Tank, provide changes to the configuration of existing piping in the system would be completed to allow for a connection between the BDD 5A Connection and Rancho Viejo Tank.
- (3) The existing 16" pipeline in Vista del Monte between the BDD 5A Connection and the A-Van-Nu-Po PRV, which is currently part of Zone 3, would be converted to a

Zone 2 pipeline. The A-Van-Nu-Po PRV, which is currently required to supply Zone 3, would be set to be inactive and installation of a by-pass around the valve would be required. The installation of approximately 40 LF of 16" pipe and one new isolation valve would be required to by-pass the PRV. At the intersection of NM State Highway 14 and Avenida del Sur, a by-pass pipeline would be installed to allow the 16" Zone 3 pipeline in NM 14 to supply the Zone 3 customers located south of Vista del Monte. The installation of approximately 100 LF of 16" pipe and two new isolation valves would be required at this location. Since the existing pipeline in Vista del Monte will be converted to Zone 2, it will be necessary to install new PRV's in Serena Rd and Lewis Ln to supply the existing pipelines at these locations that are currently part of Zone 3. A new 4" PRV will be required at each of these locations. There are also less than 10 customers who are currently supplied directly from the existing 16" pipeline in Vista del Monte. After converting this waterline to Zone 2, it will be necessary to install PRVs on each individual service connection. A new ¾" PRV will be required at each meter.

- (4) Generate design drawings and specifications (30%, 60%, 90% and 100%) resulting in construction grade design drawings and specifications. Submittals will include Engineers Opinion of Probable Cost at 60%, 90% and 100%.
- (5) Obtain all project specific required state and federal permits. Provide utility and encroachment Agreements Exhibits to support the County in obtaining all required Agreements.
- (6) Provide procurement support and engineering support during construction.
- (7) Generate as-built design drawings based on the construction contractor's red-lined field drawings.
- (8) Deliver record drawings certified by the Engineer (four hard copy and one electronic copy).

3. COMPENSATION, INVOICING, AND SET-OFF

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

- 1) County shall pay to the Engineer a sum not to exceed \$38,136.00, exclusive of NM grt, for services satisfactorily performed. Costs and expenses shall be in accordance with Exhibit A (Compensation and Schedule).
- 2) The total amount payable to the Engineer under this Agreement, shall not exceed \$38,136.00, exclusive of NM grt. Any NM grt levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation

amount is reached. The County will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.

- B. The Engineer shall submit a written request for payment, on the form Exhibit B (Pay Request Form), when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of 1.5% per month, until the amount due is paid in full.
- C. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Study and Report Phase.

- 1) The Engineer shall consult with the County to define and clarify the requirements for the Project.
- 2) Advise the County of any need for the County to provide additional data or services which are not a part of the Engineer's Basic Services.
- 3) Identify and analyze requirements of governmental agencies having jurisdiction to approve the portions of the Project designed or specified by the Engineer.
- 4) Prepare draft Study and Report and brief and obtain the written approval of the County for the draft Study and Report, before commencing work on the Preliminary Design, Study and Report Phase.

B. Preliminary Design, Study and Report Phase

- 1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.
- 2) Develop and complete a Development Plan for the area in schematic form for review with County. The plans shall allow for phased construction if necessary.
- 3) Upon approval of the schematic Development Plan documents by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within 30 days of authorization to proceed and review with the County. If necessary, revise Preliminary Design Phase documents in response to the County's comments.
- 4) From the approved Scope of Work the Engineer as applicable shall produce a study consisting of drawings and other documents necessary to illustrate the general planning concepts, probable Engineering system, types of materials needed and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the project area. The Engineer shall brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
- 5) The Engineer shall obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing work on the Final Design Phase.

C. Final Design Phase

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

- 1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
- 2) Prepare a statement that identifies the need for additional data, surveys, or tests.
- 3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
- 4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.

- 5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
- 6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.
- 7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
- 8) Provide County with three full size and three half size sets of the 100% construction plan, electronic copy of the Project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

- 1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
- 2) Attend pre-bid conference and assist in preparing addenda.
- 3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
- 4) Identify any changes during the bidding or proposal process that may require addenda.
- 5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
- 6) Assist the County to issue addenda as required to all bidders or offerors.
- 7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

- 1) Participate in a pre-construction conference.
- 2) Provide a minimum of one weekly or one monthly on site observation(s) during the Construction Phase to protect the County against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the Scope of Work. The results of all on site observations shall be documented in field reports submitted to the County within seven days of each site visit.

- 3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
- 4) Assist the County in reviewing change orders.
- 5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
- 6) Finalize "As-Built" plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

- 1) General. The Engineer shall submit to the County recommendations to regarding the completion of the construction. The Engineer shall obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any construction contractors record drawing. The Engineer shall obtain and deliver to the County a signed receipt for all materials turned over by the Contractor.
- 2) Eleven Month Inspection and Report. The Engineer shall 11 months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the County within seven calendar days. The County through the Engineer shall notify the construction contractor of any corrective action noted in the report. The Engineer shall obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

- G. Attached as Exhibit C and incorporated into this Agreement is the Amendment for Engineering Basic Services form.

5. REIMBURSABLES

- A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the Project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in Exhibit A (Compensation and Schedule).
- B. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

6. ADDITIONAL SERVICES

A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the County, and shall be paid for by the County as provided in paragraph 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.

B. Additional Services may include but are not limited to the following.


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

7. EXHIBITS LIST

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

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

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager


2.11.2019
Date

Approved as to form:


R. Bruce Frederick
Santa Fe County Attorney

1-23-19
Date

Finance Department:


Stephanie S. Clarke
Finance Director

2-6-19
Date

ENGINEER

Date

(Print name and title)

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

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:



R. Bruce Frederick
Santa Fe County Attorney

1-23-19
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Finance Department:

Stephanie S. Clarke
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Date

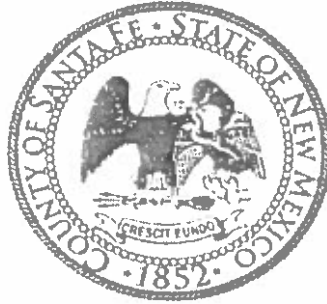
ENGINEER



Jan 24, 2019

Date

David R. Skinner, PE
Area Operations Manager / Sr. Vice President
(Print name and title)



**SANTA FE COUNTY
FINANCE DEPARTMENT
PURCHASING DIVISION**

**GENERAL TERMS AND CONDITIONS OF THE
AGREEMENT BETWEEN
SANTA FE COUNTY and ENGINEER
FOR PROFESSIONAL SERVICES**

2013 Edition, Version 1.0, Part B of the
Agreement

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

1. SCOPE OF WORK

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

2. EFFECTIVE DATE AND TERM

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

3. ADDITIONAL SERVICES

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

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

4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised then non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Engineer written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Engineer's receipt of the notice. The County shall pay the Engineer for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work or service performed after the effective date of termination.

5. APPROPRIATIONS AND AUTHORIZATIONS

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

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

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

7. ASSIGNMENT

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

8. RELEASE

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

9. CONFIDENTIALITY

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

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

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

11. CONFLICT OF INTEREST

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

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

13. ENTIRE AGREEMENT; INTEGRATION

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

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

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

15. NOTICE OF PENALTIES

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

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

18. RECORDS AND INSPECTIONS

- A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer agrees to (i) maintain such books and records during the term of the Agreement for a period of six years from the date of final payment under the Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").
- B. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

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

20. SEVERABILITY

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

21. NOTICES

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

To the County: Santa Fe County
Public Works Department/ Project Division
David Madrid, Project Manager III
901 W. Alameda, Suite 20C
Santa Fe, New Mexico 87501

To the Engineer: HDR Engineering, Inc.
Chris Rodriguez, Associate Vice President
2155 Louisiana Blvd. NE
Albuquerque, NM 87110-5483

22. ENGINEER'S REPRESENTATIONS AND WARRANTIES

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

23. LIMITATION OF LIABILITY

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

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

- A. General Conditions. Engineer shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be named additional insured on the policy.
- C. Workers' Compensation Insurance. Engineer shall comply with the provisions of the Workers' Compensation Act.

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

26. PERMITS, FEES, AND LICENSES

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

27. FACSIMILE SIGNATURES

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

28. NEW MEXICO TORT CLAIMS ACT

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

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

30. SURVIVAL

The provisions of following paragraphs shall survive termination of 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, and SURVIVAL.

EXHIBIT A COMPENSATION AND SCHEDULE

BASIC SERVICES			Date to be Completed
Design Phase (Construction Documents)	75%	\$28,618.00	8 Working Weeks after NTP and final survey not including Santa Fe County (SFC) SFC Review
Bidding and Negotiation Phase	8%	\$3,090.00	6 Working Weeks Anticipated but final schedule and duration to be determined by SFC
Construction Phase Anticipated	17%	\$6,428.00	4 Working Weeks
Total Basic Services Amount	100%	\$38,136.00	Estimated 18 Working Weeks after NTP and final survey not including SFC Review
REIMBURSABLES			
		\$0.00	
		\$0.00	
		\$0.00	
Total Reimbursable Amount (Not to exceed)		\$0.00	
ADDITIONAL SERVICES			
		\$0.00	
		\$0.00	
		\$0.00	
Total Additional Services Amount		\$0.00	
TOTAL SERVICES AMOUNT		\$38,136.00	

EXHIBIT B

SANTA FE COUNTY ENGINEER PAY REQUEST FORM

Engineer: HDR Engineering, Inc. Pay Request Statement No.

Date: _____ **Work Order No.** _____

SFC Construction Contract No. 2019-0029-PW/TVR

Project Name: Rancho Viejo Water Service Improvements Design

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Study and Report Phase	\$	%	\$	\$	\$	
Preliminary Design Phase	\$	%	\$	\$	\$	
Study and Report Phase		%	\$	\$	\$	
Final Design Phase	\$	%	\$	\$	\$	
Bidding and Negotiation Phase	\$	%	\$	\$	\$	
Project Closeout and 11 Month Warranty Inspection	\$	%	\$	\$	\$	
Subtotal	\$	%	\$	\$	\$	
CONTRACT CHANGES REIMBURSABLE (If Allowed)*						
Type of Services	\$	%	\$	\$	\$	
Type of Services	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Subtotal	\$	%	\$	\$	\$	
ADDITIONAL SERVICES (If						

Allowed)**

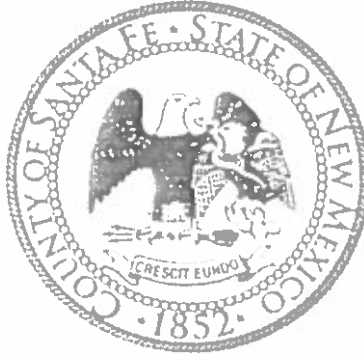
Type of Service	\$	%	\$	\$	\$
Type of Service	\$	%	\$	\$	\$
Type of Service	\$	%	\$	\$	\$
Type of Service	\$	%	\$	\$	\$
Subtotal	\$	%	\$	\$	\$
<hr/>					
Total	\$	%	\$	\$	\$

* As per Paragraph 3, A 1). Compensation, Invoicing, and Set-off and Paragraph 5 Reimbursables of Part A of Agreement

**As per Paragraph 6 of Part A of the Agreement and Paragraph B,. Part B of Agreement - Additional Services

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

PROJECT TITLE: Rancho Viejo Water Service Improvements Design



**SANTA FE COUNTY
FINANCE DEPARTMENT
PURCHASING DIVISION**

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).

LIST SERVICES:

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
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BASIC SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

Katherine Miller,
Santa Fe County Manager

Date

Approved as to form:

R. Bruce Frederick,
County Attorney

Date

Finance Department:

Stephanie S. Clarke,
Finance Director

Date

ENGINEER:

Signature

Date

(print name and title)

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

PROJECT: Rancho Viejo Water Service Improvements Design



SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part A Paragraph 6 and Part B. Paragraph 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Additional Services (scope of work and maximum compensation).

LIST SERVICES:

Justification for Additional 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
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ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

Katherine Miller,
Santa Fe County Manager

Date

Approved as to form:

R. Bruce Frederick,
Santa Fe County Attorney

Date

Finance Department:

Stephanie S. Clarke,
Finance Director

Date

ENGINEER

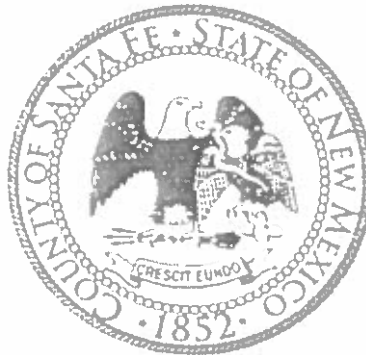
Signature

Date

(print name and title)

**EXHIBIT E
AMENDMENT TO AGREEMENT BETWEEN SANTA FE
COUNTY AND ENGINEER
FOR CONSULTANT
ADDITIONAL SERVICES**

**PROJECT: Rancho Viejo Water Service Improvements Design
PROJECT NO.: 2019-0029-PW/TVR**



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

In accordance with PART B. Section 3 ADDITIONAL SERVICES, where applicable, to the Agreement between the County and Consultant, the Consultant is authorized to provide the following additional services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

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

Total New Agreement Amount	\$0.00
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CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

Katherine Miller,
Santa Fe County Manager

Date

Approved as to form:

R. Bruce Frederick,
Santa Fe County Attorney

Date

Finance Department:

Stephanie S. Clarke,
Finance Director

Date

ENGINEER

Signature

Date

(print name and title)

**EXHIBIT F
SANTA FE COUNTY
CONSULTANT LIST**

PROJECT NAME: Rancho Viejo Water Service Improvements Design

<u>CIVIL ENGINEERING SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	<u>TRAIL DESIGN SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
<u>ARCHITECTURAL SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	<u>SURVEYING SERVICES</u> Company Name: Cobb, Fendley & Associates, Inc. Consultant Name: Bobby Ortiz Address: 3820 Academy Parkway North NE Albuquerque, NM 87109 Ph. No.: (505) 508-0786 Fax No.: (505) 508-0837 E-mail: BOrtiz@cobb fendley.com
<u>STRUCTURAL ENGINEERING SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	<u>GEOTECHNICAL SERVICES</u> Company Name: Terracon Consultant Name: Mike Anderson Address: 4905 Hawkins NE Albuquerque, NM 87109 Ph. No.: (505) 797-4287 Fax No.: (505) 797-4288 E-mail: Mike.Anderson@terracon.com
<u>MECHANICAL ENGINEERING SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	<u>ESTIMATING SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail: