

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
HDR ENGINEERING, INC.**

THIS AGREEMENT is made and entered into this 28th day of February 2019, by and between **SANTA FE COUNTY**, hereinafter the "County" and **HDR ENGINEERING, INC.**, 2155 Louisiana Blvd NE, Albuquerque, New Mexico 87110-5483, hereinafter the "Engineer".

WHEREAS, in October 2013, Santa Fe County entered into Agreement No. 2014-0030-E-PW/PL (the Agreement) with the Engineer to provide design services for various County roads and drainage improvement projects within Santa Fe County on an "on-call" basis; and

WHEREAS, in January 2014, pursuant to the Agreement the Engineer was issued Project Assignment No. 2014-0249-PW/MS to provide a detailed drainage study and report regarding the runoff/drainage impacting the Camino Torcido Loop located in Santa Fe County. The Project Assignment was amended, in May of 2017 to extend the term of the agreement and to provide for the Engineer to complete the final design; and

WHEREAS, the term of the Agreement expired in October 2017, but additional design services are still required by the County for the bidding, negotiating and construction phase, basic and additional services in accordance with Attachment 1 of Project Assignment No. 2014-0249-PW/MS; and

WHEREAS, the Engineer has provided all the engineering design services for this project and the Engineer is willing to continue to provide engineering services during the construction phase and, project closeout; and

WHEREAS, in accordance with NMSA 1978, Section 13-1-126, the Procurement Manager made a sole source determination so that the Engineer may continue to provide engineering services through project completion.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK

In accordance with Exhibit A the Engineer shall provide the following:

A. Construction Phase

- 1) Participate in a pre-construction conference. Perform daily construction engineering services as required, review test data, and respond to requests for information (RFIs), review submittals and shop drawing review.
- 2) Provide a minimum of one (1) weekly or one (1) 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 (7) 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.

B. 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 with in seven (7) 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.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the reasonable satisfaction of the County, in accordance with professional standards and 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 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 Engineer's compensation, which are mutually agreed upon by and between the County and the Engineer, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

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

- 1) County shall pay to the Engineer in full payment for services satisfactorily performed, in accordance to Exhibit A attached.
- 2) The total amount payable to the Engineer under this Agreement shall not exceed **\$78,554.00**, exclusive of New Mexico gross receipts tax, for basic engineering services and additional services in accordance to Exhibit A, attached.
- 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 in writing.

B. The Engineer shall submit a written request for payment based on the percentage of completion to the County 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 deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **Daniel Scott Smith, Project Manager, Santa Fe County Public Works, 505-986.2416**, or such other individual as may be designated in the absence of the County representative.
- 2) The Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, 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 this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall, become effective as of the date of last signature by the parties. The term of this Agreement will terminate one year from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one year increments not to exceed four years in total.

5. 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 the 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 performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County 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.

7. INDEPENDENT ENGINEER

The Engineer and its agents and employees are independent Engineers 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.

8. 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 the County's advance written approval shall be null and void and without any legal effect.

9. 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.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Engineer or under its supervision.

B. 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.

11. 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.

12. 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 the prior written approval of the County.

13. 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 Engineer 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 shall own any such copyright.

14. CONFLICT OF INTEREST

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

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

16. ENTIRE AGREEMENT; INTEGRATION

This 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 this 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 this Agreement.

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Engineer agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Engineer specifically agrees not to discriminate against any person with regard to employment with the 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. The Engineer acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

B. Engineer shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. 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. Engineer and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

20. 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 Engineer agrees 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 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 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 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.

21. INDEMNIFICATION

A. The Engineer shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and reasonable attorneys' fees) to the extent caused by and resulting from or arising out of the Engineer's negligent performance or negligent non-performance of its obligations under this Agreement, including but not limited to the Engineer's material breach of any representation or warranty made herein.

B. The Engineer agrees that the 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 that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Engineer in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Engineer's obligations under this section shall not be limited by the provisions of any insurance policy the Engineer is required to maintain under this Agreement.

22. SEVERABILITY

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

23. NOTICES

Any notice required to be given to either party by this 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
Attn: Daniel Scott Smith, Project Manager
102 Grant Avenue
P.O. Box 276
Santa Fe, New Mexico 87504-0276

To the Engineer: HDR Engineering, Inc.
Attn: Chris Rodriguez, PE
2155 Louisiana Blvd. NE Suite 9500
Albuquerque, NM 87110-5483

24. ENGINEER'S REPRESENTATIONS AND WARRANTIES

The Engineer hereby represents and warrants that:

A. 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.

B. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's corporate agreement or any statement filed with the New Mexico Secretary of State on Engineer's behalf.

C. Engineer is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the term of the Agreement.

25. FACSIMILE SIGNATURES

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

26. NO THIRD-PARTY BENEFICIARIES

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

27. 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 the amount of \$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 \$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, Sections 41-4-1 through 41-4-29), Engineer shall increase the maximum limits of any insurance required herein.

28. 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.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this 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.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

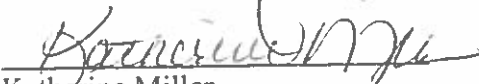
The Engineer agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

31. 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, SURVIVAL.


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

2.28.19
Date

Approved as to form:


R. Bruce Fredrick
County Attorney


2/25/19
Date

Finance Department:

Erika D. Thomas
Interim Finance Director

Date _____

ENGINEER – HDR ENGINEERING, INC.



(Signature)
David R. Skinner, PE
Area Operations Manager /
Sr. Vice President

(Print name & title)

Feb 26, 2019

Date

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R. Bruce Fredrick
County Attorney

2/25/19
Date

Finance Department:



Erika D. Thomas
Interim Finance Director

2/26/19
Date

ENGINEER – HDR ENGINEERING, INC.

(Signature)

Date

(Print name & title)

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EXHIBIT A



January 31, 2019

Bill Taylor
Santa Fe County Procurement Manager
Santa Fe County
PO Box 276
Santa Fe, NM 87501

**RE: Camino Torcido Road and Drainage Improvements Project
Scope of Work and Cost Proposal
Engineering Services during Construction and Additional Services**

Dear Mr. Taylor,

HDR Engineering, Inc. (HDR) is pleased to provide this revised scope of work and cost proposal for the Camino Torcido Road and Drainage Improvements Project for Santa Fe County (County) to include Engineering Services during Construction and Additional Services. It is our understanding the bidding phase is completed and related professional services will not be required. The proposed scope of services described below is to provide engineering support for the construction phase only.

TASK 1 – ENGINEERING SERVICES DURING CONSTRUCTION

Construction duration is assumed to be 180 working days (approximately 9 calendar months) per the County Invitation to Bid Addendum No. 1, however, this includes Camino Torcido and the Racetrack project designed by another engineer. It is assumed that it will take approximately 90 working days (18 work weeks of construction) to complete construction of the Camino Torcido project. If Additive Alternative No. 1 is approved for Camino Torcido, an additional 20 working days (4 work weeks) will be added to the contract as noted in Addendum No. 2 completed by the County. A supplemental fee will be negotiated with the County if the actual construction duration exceeds 90-110 working days.

HDR will provide the following basic engineering services for Camino Torcido only during the construction phase.

- Review up to fifteen (15) Shop Drawing Submittals
- It is assumed that the HDR project manager or other engineering staff will attend up to nine (9) Construction Coordination Meetings assuming a meeting every 2 weeks for the 90 working day construction duration. Each site visit/construction coordination meeting is estimated at 4 hours including travel time. If additional on-site meetings are required, a supplemental fee will be negotiated with the County.
- Respond to up to twelve (12) Contractor Requests for Information (RFI's)
- Review up to two (2) Contractor Change Orders
- Review up to five (5) monthly Contractor Pay Applications

- Attend one (1) final walkthrough with the County and Contractor to develop a final punch list
- Prepare Record Drawings based on the Contractor's redline "As-Built" Drawing Markups.

After construction has been completed the Contractor shall provide "As-Built" drawing markups. HDR will prepare a set of Record Drawings in accordance with County standards based on the "As-Built" markups received from the Contractor. HDR will provide a final set of Record Drawings to the County in electronic format (PDF).

If actual construction schedule exceeds the duration or further meetings are required, additional Engineering Services during Construction Services will also be billed on a time and materials basis.

Subconsultant Services

HDR's Subconsultant, Cobb Fendley, provided the required surveying services for the project including easement documentation during the design phase only and are not required during the construction phase of the project. No tasks from Cobb Fendley are included as an additional service, but could be added as an amendment if required.

ADDITIONAL SERVICES

The following Additional Services have been identified by the County for this project. HDR shall only be authorized for the use of Additional Services by County staff. Unused Additional Service may be used as allowances as needed by the County.

Additional Sub-Consultant Services – Archaeology (Parametrix)

HDR's Sub-Consultant, Parametrix will provide archaeological monitoring and/or data recovery as required on this project per the County's direction. Assumptions include:

- SHPO has reviewed and concurred with the recommendations in the 2015 OAS testing report
- Only the portions of LA 16 identified in that report would require avoidance and mitigation
 - Area 1 and 2 can be avoided by the project and would only require monitoring
- All ground-disturbing activities within the boundaries of LA 16 will require archaeological monitoring

Project Coordination and SHPO Consultation

This task includes project management; coordination with Santa Fe County and HDR; consultation with SHPO (including communication, meetings, draft plan/report revisions, and final plan/report review).

Archaeological Monitoring

This task includes developing an approved monitoring plan, monitoring up to 60 hours of construction, and preparing a monitoring report. Additional monitoring of construction may be

required.

Data Recovery

This task is not included as an additional service, but could be added as an amendment if required. This task includes developing an approved data recovery plan, data recovery of Area 1 and 2 - only within the area of proposed ground-disturbance, post-field processing and analysis, preliminary report, final report, curation and ODC's.

Fee and Schedule

HDR will provide services for Engineering Services during Construction on a lump sum basis for the contracted amount of **\$78,544** not including applicable gross receipts tax. Basic Services and Additional Services are estimated using 90 working days. If actual construction schedule exceeds the 90 working days, additional services will be billed on a time and materials basis.

A summary of the project tasks and associated lump sum fee is provided in the table below:

BASIC SERVICES

ENGINEERING SERVICES DURING CONSTRUCTION	
Task 1 - Engineering Services during Construction	\$ 40,044
Subtotal	\$ 40,044

Total Basic Services (Task 1) \$ 40,044

ADDITIONAL SERVICES

SUB-CONSULTANT SERVICES	
Archaeology (Parametrix)	
Project Coordination and SHPO Coordination	\$ 16,500
Archaeological Monitoring	\$ 22,000
Data Recovery - added as an amendment if required	\$ -
Subtotal	\$ 38,500

Total Fee (Task 1 and Additional Services) \$ 78,544

Assumptions/Clarifications/Exclusions/Assumptions:

In addition to assumptions noted in the body of the proposal, the scope of work is also based on the following clarifications:

- Part-time and full-time construction observation services are not included in the scope of services. It is assumed the County will provide full-time construction observations.
- Document control is not included in HDR's proposed scope of services.
- HDR's scope of services does not include any warranty walk-throughs or warranty claims.
- Construction site visits will be performed to verify general conformance with the construction contract documents including plans and specifications.
- Construction site visits will be performed to verify general conformance with the construction contract documents including plans and specifications.
- Materials testing and quality control testing will be performed by the construction contractor and is not included in HDR's proposed scope of services.
- Resident engineering services are not included in the scope of work.
- Construction staking or quality assurance survey is not included.
- Scope of services does not include any contractor claim disputes or resolution.
- The contractor is responsible for preparing, managing, and maintaining as-built drawings to document any changes to the design documents.
- The estimate of man-hours does not include an allowance for overtime.
- The County will be responsible for the formal review of the bids for conformance with County purchasing requirements and associated documentation including notice of award.

We are available to start work upon Notice to Proceed from Santa Fe County. Our goal is to provide a project scope that addresses specific needs and goals of the County. If you have any questions or would like additional information, please contact our Project Manager, Ed DuBois, P.E., or myself at (505) 830-5400. We look forward to working with you and your staff on the Camino Torcido Loop Improvements Project.

Sincerely,

HDR Engineering, Inc.



Chris Rodriguez, P.E.
Managing Principal



Ed DuBois, P.E.
Project Manager