

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND BOHANNAN HUSTON
FOR INFRASTRUCTURE "BUILD-OUT" STUDY**

THIS AGREEMENT is made and entered into this 1st day of July 2016, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **BOHANNAN HUSTON** whose principal address is **7500 Jefferson Street NE, Albuquerque, NM 87109** hereinafter referred to as the "Contractor".

WHEREAS, the County requires Professional Services for the Development and Completion of an Infrastructure "Build-Out" Study to inform the County of future infrastructure needs as will be required to meet the Adequate Public Facilities requirements under the County's Sustainable Land Development Code (SLDC); and

WHEREAS, the Board of County Commissioners (BCC) approved the Sustainable Land Development Code (SLDC) by Ordinance No. 2015-11. The SLDC provides a legal framework for implementing land development and growth management policies of the County's Sustainable Growth Management Plan adopted in 2015; and

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2016-0299-GM/RM, for the provision of these services; and

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated 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, it is agreed between the parties:

1. SCOPE OF WORK

The Contractor's Scope of Work is:

Complete a study to identify any and all infrastructure needs for the provision of roads and utilities within SDA-1 and the Santa Fe County Utilities (SFCU) service area (e.g. Project Area), and indicate where infrastructure services are currently provided or are anticipated to be required. The study will also identify infrastructure needs for the emergency response services and parks, open space and trails countywide in accordance with the adopted Levels of Service as identified in the SLDC.

The goal of the Infrastructure Build-Out Plan is to; (1) identify needed improvements to the County's infrastructure network to meet the Adequate Public Facilities requirements under the SLDC, (2) lay out a phasing schedule with mileposts to reach build out for each infrastructure

element, and (3) identify options on how the County may fund (e.g. bonds, grants, loans, rates, etc.) the infrastructure improvements.

The Infrastructure Build-Out Plan should determine where infrastructure (roads, utilities, emergency response services and parks and open space) will be needed within the Project Area and determine a timeframe or indicator when that infrastructure will be needed. The infrastructure improvements identified in the Infrastructure Build-Out Plan needs to be compatible with the City and County's present and planned infrastructure.

The County anticipates the need for three public presentations for the study with two presentations before the BCC and one presentation to the general public.

A. Schedule - The anticipated project schedule is 90-120 days.

B. Additional Services - There is a potential for additional services which may include:

- 1) Additional presentations to the public; and
- 2) Analysis of additional infrastructure options. If the County determines that additional services are required, the County will negotiate terms with the Contractor on a time and materials basis and amend this Agreement accordingly.

C. Data and Information provided by County - The County shall provide the following information to inform the study. This data will be provided to the Contractor:

- 1) The SLDC.
- 2) Identification of the required Levels of Service for the specific disciplines, as per County Ordinance No. 2015-11.
- 3) The County Zoning Map per County Ordinance No. 2015-12.
- 4) County Population projections for future growth through 2030.
- 5) Economic growth projections through 2030.
- 6) A description of the Project Area (SDA-1) plus areas where water and wastewater services are currently available or planned to be available).
- 7) Information on all existing water, wastewater utility infrastructure, roads, and Open Space in the County.
- 8) Information on all approved development within SDA-1 (up to 60 days after the Notice to Proceed).
- 9) Information on all planned infrastructure within SDA-1 (up to 60 days after the Notice to Proceed).
- 10) Information on SFCU annual usage by route.
- 11) List of potential SFCU wholesale and retail water customers.
- 12) List of areas/subdivisions with grouped wastewater treatment that have approached SFCU about assuming their wastewater operations.
- 13) Metropolitan Planning Organization (MPO) Transportation plans and relevant data.
- 14) Existing County GIS data and mapping information, as appropriate.
- 15) SFCU infrastructure standards and design requirements.
- 16) County current and future capital projects with cost estimates.
- 17) Other relevant County data, as applicable and available.

2. DELIVERABLES

A. The Infrastructure Needs Report will detail infrastructure needs for roads, utilities, emergency response services and parks, Open Space and Trails for a 20-year build out period with the following items included:

- The Report will identify needs in the short term, mid-term (10 years) and at full build-out (20 year);
- The Report will identify the timeline and sequence of phasing of infrastructure development over the build out period; and
- The Report will provide maps with the improvement type groups, improvement locations and improvement timelines. All map information must be provided in GIS format for inclusion in the County GIS system.

B. The Build-Out Plan will include a list of all infrastructure projects required over the build-out period with projected costs for all phases of project development the cost estimates for the short term and mid-term projects will include estimated project construction and O&M costs.

C. The Contractor will provide review drafts at 30%, 60% and 90% of completion and will meet with County staff to review each draft.

D. The final draft of the Infrastructure Needs Report will be presented to the BCC for review and any changes from that presentation will be added to the final report.

E. All report data and support material will be provided to the County in electronic format via thumb drive or other format along with four hard copies.

3. 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 satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 4 (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 Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

4. COMPENSATION, INVOICING AND SET-OFF

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

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed. Contractor will invoice the County monthly for services performed. Invoices shall include a monthly detailed status report for all activities performed in relation to the Scope of Work and the project tasks and phases described in Exhibit A attached hereto.

- 2) The total amount payable to the Contractor under this Agreement shall not exceed **Ninety-four Thousand One Hundred Sixty Dollars (\$94,160.00)** *exclusive* of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall 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 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 **Paul Olafson, Growth Management Department** or such other individual as may be designated in the absence of the office representative.
- 2) The Contractor 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 one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor 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.

5. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later unless earlier terminated pursuant to Section 6 (Termination) or Section 7 (Appropriations and Authorizations).

6. 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 Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor 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.

7. 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 Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor 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 Contractor in any way or forum, including a lawsuit.

8. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor 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 Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

9. ASSIGNMENT

The Contractor 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.

10. SUBCONTRACTING

The Contractor 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.

11. PERSONNEL

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

B. The Contractor 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 nor 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.

12. RELEASE

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

13. CONFIDENTIALITY

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

14. 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 shall own any such copyright. The Contractor shall retain full ability to use in its website any and all information, photos, and digital media that may be gathered through completion of work pursuant to this Agreement.

15. CONFLICT OF INTEREST

The Contractor 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.

16. 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 Contractor 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.

17. 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.

18. 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.

19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor 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 Contractor specifically agrees not to 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 and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

B. Contractor 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. Contractor 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.

21. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to its performance of this Agreement or any subcontract entered into pursuant to it, or cost and 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 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) keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to its performance of this Agreement or any subcontract entered into pursuant to it, or cost and 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) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) keep such books and records in accordance with GAAP.

22. INDEMNIFICATION

A. The Contractor 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 attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor 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 Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

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

23. 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.

24. 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
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501**

**Santa Fe County Growth Management Department
Attn: Paul Olafson, Project Manager
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276**

To the Contractor:

**Bohannon Huston
Attn: Todd Burt, PE, Senior Vice President
7500 Jefferson Street NE
Albuquerque, NM 87109**

25. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

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

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

C. Contractor 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 duration of the Agreement.

26. FACSIMILE SIGNATURES

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

27. NO THIRD-PARTY BENEFICIARIES

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

28. INSURANCE

A. General Conditions. The Contractor 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. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall 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 shall be a named additional insured on the policy.

C. 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), the Contractor shall increase the maximum limits of any insurance required herein.

29. PERMITS, FEES, AND LICENSES

Contractor 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.

30. 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.

31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS,

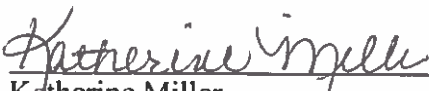
The Contractor hereby irrevocably appoints **Todd Burt, PE, Senior Vice President**, as its agent upon who process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

33. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; 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 first written above.

SANTA FE COUNTY


Katherine Miller
County Manager


7.1.16
Date

APPROVED AS TO FORM


Gregory S. Shaffer
County Attorney

6-27-16
Date

FINANCE DEPARTMENT


Carole H. Jaramillo
Finance Director

6/27/16
Date

CONTRACTOR

Signature

Date

Print Name

Print Title

33. SURVIVAL

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SANTA FE COUNTY

Katherine Miller
County Manager

Date

APPROVED AS TO FORM

Gregory S. Shaffer
County Attorney

6-27-16

Date

FINANCE DEPARTMENT

Carole H. Jaramillo
Finance Director

6/27/16

Date

CONTRACTOR

Signature

6/28/16

Date

Print Name

Print Title

**EXHIBIT A
SCOPE OF SERVICES
SANTA FE COUNTY INFRASTRUCTURE BUILD OUT STUDY
JUNE 20, 2016
PAGE 1 OF 3**

PROJECT DESCRIPTION

The Scope of Services for the Santa Fe County – Infrastructure Build Out Study includes the identification of any and all infrastructure needs for the provision of roads and utilities within SDA-1 and the SFCU service area. In addition, the study will identify infrastructure needs for the emergency response services, parks, open space, and trails for the entire County.

This Exhibit defines the work, deliverables and fees for this task and in accordance with the Agreement. A schedule is also attached.

EXHIBIT A –SCOPE OF WORK

Santa Fe County Infrastructure Build Out Study

Objective: BHI will evaluate the infrastructure needs for the County and provide recommendations on prioritization, phasing, and magnitude of costs.

Approach: Team will provide the following services:

1. Conduct a Kick-Off Meeting with Santa Fe County to review the project, schedule and expectations with Santa Fe County.
2. Review existing information available for the project including the list provided in the RFP.
3. The Infrastructure Needs Study will include the following items:
 - a. Evaluation and Recommendation for the Transportation Network
 - i. Roads will be evaluated based on connectivity, current and projected traffic volumes, and development patterns within SDA-1.
 - ii. Potential locations and functional classifications for future roadways will be recommended in order to comply with the Adequate Public Facilities Regulations (APFR).
 - iii. Additional multi-modal or potential policy-related recommendations will also be made.
 - b. Evaluation and Recommendation for Utilities
 - i. Pressure zone boundaries will be conceptually identified for the water distribution system.
 - ii. Potential pumping and storage facilities will be conceptually identified for the water distribution system.
 - iii. Major drainage basins will be conceptually identified for the wastewater collection system.
 - iv. Potential trunk sewers and pumping facilities will be conceptually identified for the wastewater collection system.

EXHIBIT A
SCOPE OF SERVICES
SANTA FE COUNTY INFRASTRUCTURE BUILD OUT STUDY
JUNE 20, 2016
PAGE 2 OF 3

- v. Projected build-out water demands and wastewater flows will be estimated for SDA-1, based on future land use information available from others, and using previously developed criteria for water demands and wastewater flows on a per acre basis.
- c. Evaluation and Recommendation for Parks, Open Space, Trails, and Emergency Services.
 - i. These services will be evaluated and strategically located based on the regional population, topography, access, available land, associated facilities, and other features.
 - ii. All recommendations will comply with the APFR.

Assumptions:

1. All data referenced in the RFP will be available at the time of notice to proceed and provided by Santa Fe County to BHI prior to July 1, 2016. When possible, the data will be provided in ArcGIS format.
2. There will be no utility (water/wastewater), traffic or transportation modeling completed as part of the Study.
3. All recommendations will be made based on available data. No field survey efforts will be completed by BHI.
4. Santa Fe County will provide all population data necessary to complete the Study.
5. Cost estimates for transportation, parks, open space facilities, trails, and emergency services will be based on comparable infrastructure construction and industry standards. They will be preliminary cost estimates with enough information for the County to make phasing and prioritization decisions.
6. All recommendations will be visually represented on figures included in the Study.
7. BHI will assist the County with the Public Meetings. The County shall advertise and arrange for a meeting location for the public to attend. The County will help manage and collect comments.
8. All figures shall be prepared in ESRI ArcGIS. Shapefiles can be provided to County upon request.
9. Existing treated water supplies (BDD and City of Santa Fe) are sufficient to meet build-out water demands. Evaluation of new water supply sources is excluded.
10. Previously used criteria, available in other reports, is available and can be relied upon, to develop build-out water demands and wastewater flows on a per acreage basis.
11. Hydraulic Models for Water and Wastewater systems will not be developed or incorporated into the current model.

**EXHIBIT A
SCOPE OF SERVICES
SANTA FE COUNTY INFRASTRUCTURE BUILD OUT STUDY
JUNE 20, 2016
PAGE 3 OF 3**

Deliverables by Task:

- Task 1: Project Management and Data Collection
 - Kick-Off meeting with Santa Fe County.
 - Monthly Updates with Invoicing.
 - Data Collection Request (via email).
- Task 2: Draft Report and Review Meeting
 - 30% Report to include a General Outline for the Report and List of Figures. The information will be reviewed via teleconference.
 - DRAFT (60%) Report including a PDF and two (2) hard copies.
 - One (1) Review Meeting with meeting minutes.
- Task 3: Final Report and Review Meeting
 - FINAL (90%) Report to address comments from DRAFT Report including an electronic PDF Copy and two (2) hard copies.
 - One (1) Review Meeting and Meeting Minutes.
- Task 4: BCC Presentations
 - Presentation by one BHI representative at two (2) Board of County Commissioners Meetings.
- Task 5: Public Meeting
 - Presentation at one (1) public meeting by one (1) BHI representative. A PowerPoint presentation shall be prepared and boards with figures from the report shall be printed for review by the public during the meeting.

Bohannon Huston

Engineering

Spatial Data

Spatial Data

Spatial Data

Advanced Technologies

Excluding NM Gross Receipts Tax

Exhibit B

DEVELOPMENT OF INFRASTRUCTURE "BUILD-OUT" STUDY

JULY AUG SEPT OCT NOV

Data Collection

7/1

Outline for the Infrastructure
Build-Out Plan

Evaluation/Recommendation
for Transportation Network

Evaluation/Recommendation
for Utilities

Evaluation/Recommendation
for Emergency Services

Evaluation/Recommendation
for Parks, Trails, Open Space

Presentation to BCC

Public Meeting

Draft Infrastructure Build-Out Plan

Presentation to BCC

Final Infrastructure Build-Out Plan

*Assumes NTP is July 1

