

**Justin S. Greene**  
*Commissioner, District 1*

**Anna Hansen**  
*Commissioner, District 2*

**Camilla Bustamante**  
*Commissioner, District 3*



**Anna T. Hamilton**  
*Commissioner, District 4*

**Hank Hughes**  
*Commissioner, District 5*

**Gregory S. Shaffer**  
*County Manager*

June 3, 2024

TO: Procurement File

FR: Bill Taylor, Procurement Manager *BT*

VIA: Paul Choman, Utilities Division Director, Public Works Department

**RE: Sole Source Determination Pursuant to NMSA 1978, 13-1-126 – Payment of Design Services Provided After Contract Expiration Related to the Design Services Engineering Agreement No. 2019-0007-PW/KE for the Canoncito-Eldorado Water Transmission Line, in the Amount of \$136,011.00, Exclusive of NM GRT**

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**ISSUE:**

The subject Design Services Agreement No. 2019-0007-PW/KE was awarded to MolzenCorbin in July 2019 to provide design services for three Project Phases of the Canoncito-Eldorado Water Transmission Line Project. The agreement involved eight (8) Amendments increasing compensation payable to the Contractor and extending the term of the agreement to July 31, 2023.

July 31, 2023 extended to maximum 4-year term for professional services contracts, and would not be extended again pursuant to NMSA 1978, Section 13-1-150, Multi-term contract; specified period.

The completion of these design services at the time of the contract expiration were verbally authorized by the Public Works Department, and a pay application was submitted by the Engineer of Record, MolzenCorbin for design services provided without a valid contract in place.

The attached list of design services (attachment A) was provided by the Engineer of Record. The County benefited from the design services provided and the Engineer incurred cost for providing the services.

**DETERMINATION:**

Therefore, it is the determination of the County Purchasing Division and Chief Procurement Officer, that the Engineer be made whole for the services rendered, and payment be released for the

design services provided, as a sole source procurement method, pursuant to NMSA 1978, Section 13-1-126.

**Attachments:**

Exhibit A - MolzenCorbin Cost Proposal

Exhibit B - Violation Memo from Department

Exhibit C - Agreement 2019-0007-PW/KE, and Amendment

## EXHIBIT A

# MOLZENCORBIN

February 8, 2024

Mr. Paul Choman  
Utilities Division Director  
Santa Fe County  
424 NM 599 Frontage Road  
P.O. Box 276  
Santa Fe, New Mexico 87504-0276

**RE: Santa Fe County – CES Quote – Cañoncito-Eldorado Waterline, Phase II  
Engineering Services for SFC Project 2019-007 Cañoncito-Eldorado Waterline  
CES Contract 2023-01-C2113 – All Design Professional Services Category 2 – Lot 1, Engineering and  
Consulting Services**

Dear Mr. Choman:

Molzen Corbin (MC) is pleased to present this Proposal for Professional Engineering Services.

### SCOPE OF SERVICES

1. Additional Survey Work.
  2. Redesign of Hondo 2 Booster Station.
  3. Preparation of 29 New Mexico Department of Transportation (NMDOT) Utility Permit Applications.
  4. Addition of 26 water service connections to the Construction Drawings.
  5. Additional Construction Phase Services and Observation for the Phase 1 Cañoncito Water System Phase II Improvements.
1. **Additional Survey Work:** BlueLine Construction, Inc. provided the following services outside of the original Scope:
    - Platting of easement exhibit on Well 2A parcel in Eldorado.
    - Additional Survey Work to include Rancho Viejo Tank parcel on the Rancho Viejo plat.
    - Revision of easement exhibit on Lot 11 because of change in property ownership Proposals from BlueLine Construction, Inc. (enclosed).
  2. **Redesign of Hondo 2 Booster Station:** The Contract Fee was based on the assumption that the Hondo 2 Booster Station would not need to be redesigned. The original intent was to utilize the Drawings that were prepared for the Lamy Junction Waterline Project with minor modifications. As the Design progressed, it became apparent that the Booster Pump Station had to be completely redesigned for the following reasons:
    - Converting from a gravity system to a closed-loop system required entirely different pumps and skid sizes.
    - The footprint of the building needed to change to accommodate the revised pump skids.
    - The yard piping needed to be reconfigured for the new station.
    - The surge tank needed to be expanded to accommodate the closed-loop design and the emergency generator power transfer sequence.
    - The larger surge tank had to be moved outside of the building.
    - Additional Design was required when the County Fire Marshal's fire flow criteria was revised.
    - The site grading needed to be redesigned to accommodate a building with a revised layout and orientation, and a tank that was moved outside of the building.
    - Electrical wiring, panels, and controls were redesigned.
    - Piping inside the building was re-configured.
    - The Architectural Design of the building was revised to accommodate the re-sized pump skids.

The redesign required significant additional effort from the following disciplines:

- Architecture,
- Civil,
- Electrical,
- Mechanical, and
- Water Resources.

The Design resulted in a much smaller building that provided a significant construction cost savings to the County.

3. **Preparation of 29 NMDOT Utility Permit Applications:** The Contract Scope included only minimal time (18 hours) to assist the County in updating the Utility Permit Application that was prepared as part of the Lamy Junction Waterline Project. The Scope did not include the preparation of NMDOT Utility Permit Applications. The Contract states that the County is responsible for easement acquisition.

At the direction of the County, we prepared 29 Utility Permit Applications. Each package was required to include the following:

- Completed Utility Permit Application.
- Site specific Vicinity Map.
- Plan showing proposed crossing.
- Traffic Control Plan prepared by an Engineer who is an NMDOT-certified Traffic Control Specialist.
- NMDOT Environmental clearance.

A Permit Package was prepared for each of the following locations:

- Line 2:
  - 10+00 to 39+87, 0.6 miles of 8-inch waterline including three horizontal directional drills.
- Line 3:
  - 21+05 to 133+44, 2.1 miles of 8-inch waterline along south side of Old Las Vegas Highway.
- Line 3:
  - 134+51 to 211+16, 1.5 miles of 8-inch waterline along north side of Old Las Vegas Highway.

At the direction of NMDOT, we prepared 26 individual Jack and Bore and Horizontal Directional Drill Permit Application Packages which were then consolidated into two Permit Application Packages that included:

- 13 Horizontal Direction Drill Crossings:
  - 160+44, 3/4-inch Horizontal Directional Drill.
  - 165+82, 3/4-inch Horizontal Directional Drill.
  - 167+52, 3/4-inch Horizontal Directional Drill.
  - 172+42, 3/4-inch Horizontal Directional Drill.
  - 173+94, 3/4-inch Horizontal Directional Drill.
  - 174+74, 3/4-inch Horizontal Directional Drill.
  - 176+13, 3/4-inch Horizontal Directional Drill.
  - 182+68, 3/4-inch Horizontal Directional Drill.
  - 185+24, 3/4-inch Horizontal Directional Drill.
  - 185+38, 3/4-inch Horizontal Directional Drill.
  - 187+40, 3/4-inch Horizontal Directional Drill.
  - 196+58, 3/4-inch Horizontal Directional Drill.
  - 196+75, 3/4-inch Horizontal Directional Drill.
- 13 Jack and Bore Crossings:
  - 23+65, 6-inch Jack and Bore Crossing.
  - 30+51, 6-inch Jack and Bore Crossing.
  - 45+54, 6-inch Jack and Bore Crossing.
  - 62+95, 6-inch Jack and Bore Crossing.

- 72+39, 6-inch Jack and Bore Crossing.
  - 83+32, 6-inch Jack and Bore Crossing.
  - 85+89, 6-inch Jack and Bore Crossing.
  - 93+71, 6-inch Jack and Bore Crossing.
  - 100+56, 6-inch Jack and Bore Crossing.
  - 127+14, 6-inch Jack and Bore Crossing.
  - 134+09, 10-inch Jack and Bore Crossing.
  - 179+44, 6-inch Jack and Bore Crossing.
  - 181+39, 6-inch Jack and Bore Crossing.
4. **Addition of 26 water service connections in Cañoncito:** After the 100% Plans were submitted, the County directed MC to revise the Construction Drawings to include 26 additional water service connections to serve residents in Cañoncito.

This Design of water service connections in Cañoncito was not included in the original Scope.

5. **Additional Construction Phase Services and Observation for the Phase 1 Cañoncito Water System Phase II Improvements:** The first phase of the subject Contract was the Phase 1 Cañoncito Water System Phase II Improvements project. This phase consisted of the replacement of the entire water system that is owned by the Cañoncito at Apache Canyon Mutual Domestic Water Consumers' and Mutual Sewage Works Association. MC's Scope of Work was based on the understanding that the County would perform most Construction Administration tasks as they had on previous projects. Changes in County personnel resulted in a greatly reduced County role in Construction Administration.
- Part-Time Construction Observation:
    - The original Contract amount for this item was \$55,870.00 on a Time and Materials basis. MC proposes to complete part-time Construction Observation for the remainder of construction on a Time and Materials basis not to exceed an amount of \$35,000.00 excluding New Mexico Gross Receipts Tax (NMGRT).
    - Construction Observation was included in the original Contract on a part-time basis at the direction of the County. Upon award of the project to Dub-L-EE LLC, the County directed MC to not perform Construction Observation as the County would be completing Construction Observation through Mr. Madrid. Subsequently, due to Mr. Madrid's departure, the County re-directed MC to perform Construction Observation for the remainder of construction.
      - Original Contract Amount to be reduced by **\$20,870.00**.
  - Additional Construction Phase Services:
    - Coordinate Payment Applications with the New Mexico Environment Department – Construction Programs Bureau (NMED-CPB) and the New Mexico Finance Authority (NMFA).
    - Coordinate Change Orders with Santa Fe County Procurement.
    - Coordinate with property owners and County during construction as questions arise from property owners.
    - Coordinate with the Cañoncito Mutual Domestic Water Consumers Association for NMFA required documentation associated with grant fund expenditure.
    - Coordinate water meter locations with property owners and Dub-L-EE LLC including the completion of the prepared coordination form.
    - Coordinate with Dub-L-EE LLC as waterline breaks occur.
    - Prepare Meeting Minutes for Construction Progress Meetings twice a month for the remainder of construction.
    - Complete "Suspension of Work Inspection" including the preparation of a punch list and coordination with Dub-L-EE LLC to complete punch list items.
    - Coordinate with Dub-L-EE LLC to begin work after water is available and County wishes for waterline connections to be completed.
    - Complete Substantial Completion Inspection and preparation of punch list. Coordinate with Dub-L-EE LLC for completion of punch list items.
      - Original Contract Amount to be increased by **\$22,480.00**.

- Additional Close-Out Services:
  - Complete additional Project Coordination with County and Dub-L-EE LLC to coordinate Close-Out of the project including project acceptance by the County, completion of Final Walk-Through coordinated items, and document coordination with NMED-CPB.
    - Original Contract Amount to be increased by **\$4,610.00**.
- Net Change in Contract Amount for Item No. 8 Additional Construction Phase Services and Observation for the Phase 1 Cañoncito Water System Phase II Improvements Project:
  - Part-Time Construction Observation reduced by **\$20,870.00**.
  - Additional Construction Phase Services increased by **\$22,480.00**.
  - Additional Close-Out Services increased by **\$4,610.00**.
  - Net Increase for Item No. 8: **\$6,220.00**.

### COMPENSATION

We propose the following Compensation for the aforementioned Additional Engineering Services, summarized below and detailed in the enclosed Manhour Estimates:

ADDITIONAL SERVICES (LUMP SUM)	BUDGET
1. Additional Boundary Survey Work.*	\$ 7,480.00
2. Redesign of Hondo 2 Booster Station.	\$ 65,971.00
3. NMDOT Utility Permit Applications (29).	\$ 46,500.00
4. Addition of 26 water service connections in Cañoncito.	\$ 9,840.00
5. Additional Construction Phase Services and Observation for Phase I Cañoncito Water System Phase II Improvements project.	\$ 6,220.00
<b>TOTAL, excluding NMGRT:</b>	<b>\$ 136,011.00</b>

\*Surveyor invoices enclosed, amount includes 10% markup on Subconsultant Services.

NMGRT to be assessed at the current rate at the time of billing and added to all billings.

If you have any questions or require additional information, please contact Mr. Steve Morrow, P.E. at 505.242.5700.

Sincerely,

MOLZEN CORBIN



Gerald B. Paz, P.E.  
Chief Operations Officer

SM:mjb  
Enclosures

**BlueLine Construction, Inc.**

(Survey Department)

**P.O. Box 28666**

**Santa Fe, New Mexico 87592-8666**

**PH. (505) 216-7909 FAX (866) 204-9391**

**c/o Brian K. McClintock, PS #11597**

DATE: December 17<sup>th</sup>, 2020

**Canoncito-Eldorado utility easements**

**ATTN: Steve Morrow, PE**

Molzen Corbin

2701 Miles Road SE

Albuquerque, NM 87106

505-2424-5700

PROJECT:

**Change Request - the original plat was drafted in 2015, in 2019 we entered an agreement with Molzen Corbin to update the plat, during the plat review process (2020) some of the affected parcels changed ownership requiring unforeseen changes to the plat**

Sheet 1. revise signature blocks for new owner of Lot 9A

Sheet 2. revise easement labels on the key map, revise easement ownership table, revise reference documents to include addition deed showing change of Lot 9A ownership

Sheet 3. split Easement H into separate easements where it crosses ownership boundaries, revise lot owner's, easement labels, point tables

Sheet 8. revise legal description for Easement H, create a new legal description for the portion of E'smt H under new ownership

ITEM #	PROJECT TASK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	COST (\$)
1	Drafting	1	Lump Sum	\$3,500.00	\$3,500.00
<b>Project Sub-Total:</b>					<b>\$3,500.00</b>
<b>NMGRT (7.125%)</b>					<b>\$249.38</b>
<b>Total</b>					<b>\$3,749.38</b>

- EXCLUSIONS:
1. Monumenting property and/or easement corners.
  2. Preparing deeds.
  3. Participating in negotiations with property owners.
  4. Preparing purchase agreements.
  5. Santa Fe County staff to provide owner notification format.
  6. Santa Fe County staff to obtain owner signatures for plats.

**BlueLine Construction, Inc.**

(Survey Department)

P.O. Box 28666

Santa Fe, New Mexico 87592-8666

PH. (505) 216-7909 FAX (866) 204-9391

c/o Brian K. McClintock, PS #11597

DATE: January 25th, 2021

**Canoncito-Eldorado utility easements**

ATTN: Steve Morrow, PE

Molzen Corbin

2701 Miles Road SE

Albuquerque, NM 87106

505-2424-5700

PROJECT: **Change Request - add an easement and description for the County water tank located in Section 23, T16N, R9E, NMPM**

Sheet 1. revise dedication to include water tank easement

Sheet 2. revise easement labels on the key map, revise easement ownership table, revise easement table to include easement for the water tank

Sheet 4. label water tank site as an easement & show easement area

Sheet 8. create a new legal description for the water tank site

ITEM #	PROJECT TASK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	COST (\$)
1	Drafting	1	Lump Sum	\$1,800.00	\$1,800.00
	<b>Project Sub-Total:</b>				<b>\$1,800.00</b>
	<b>NMGRT (7.125%)</b>				<b>\$128.25</b>
	<b>Total</b>				<b>\$1,928.25</b>

- EXCLUSIONS:
1. Monumenting property and/or easement corners.
  2. Preparing deeds.
  3. Participating in negotiations with property owners.
  4. Preparing purchase agreements.
  5. Santa Fe County staff to provide owner notification format.
  6. Santa Fe County staff to obtain owner signatures for plats.



**BlueLine Construction, Inc.**

(Survey Department)

**P.O. Box 28666**

**Santa Fe, New Mexico 87592-8666**

**PH. (505) 216-7909 FAX (866) 204-9391**

**c/o Brian K. McClintock, PS #11597**

DATE: September 18th, 2019

**TL6S / Lamy Junction utility easements**

ATTN: Steve Morrow, PE

Molzen Corbin

2701 Miles Road SE

Albuquerque, NM 87106

505-2424-5700

PROJECT: **Change Request - add easement for Lot 11, Block 24, Unit 1, Eldorado de Santa Fe**

1. **Surveying:** locate boundaries of said Lot 11.

2. **Drafting:** prepare an easement exhibit of Lot 11.

ITEM #	PROJECT TASK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	COST (\$)
1-2	Easement Exhibit	1	Lump Sum	\$1,500.00	\$1,500.00
<b>Project Sub-Total:</b>					<b>\$1,500.00</b>
<b>NMGRT (7.125%)</b>					<b>\$106.88</b>
<b>Total</b>					<b>\$1,606.88</b>

- EXCLUSIONS:
1. Monumenting property and/or easement corners.
  2. Preparing deeds.
  3. Participating in negotiations with property owners.
  4. Preparing purchase agreements.
  5. Santa Fe County staff to obtain owner signatures for plats.

## EXHIBIT B

**Justin S. Greene**  
*Commissioner, District 1*

**Anna Hansen**  
*Commissioner, District 2*

**Camilla Bustamante**  
*Commissioner, District 3*



**Anna T. Hamilton**  
*Commissioner, District 4*

**Hank Hughes**  
*Commissioner, District 5*

**Gregory S. Shaffer**  
*County Manager*

## MEMORANDUM

**DATE:** February 8, 2024

**TO:** Bill Taylor, *Procurement Manager*

**FROM:** Paul Choman, *Utilities Division Director* 

**VIA:** Brian Snyder, *Public Works Director* 

**REGARDING:** Process Violation for Contract 2019-0007 PW/BT (expired April 26, 2023); Authorization of Work Prior to Formal Approval to Complete Work on the Cañoncito-Eldorado Waterline Phase II Project Utilizing Molzen Corbin

### **BACKGROUND & ISSUE**

This project consists of three phases. The project is the completion of a water transmission line that extends from the Rancho Viejo Water Tank Service Line to the Eldorado Area Water and Sanitation District (EAWSO Infrastructure) and terminates at the Cañoncito Regional Water System in the Village of Cañoncito. The Scope of Work under the original Agreement pertained to Phase I (Cañoncito Regional Water System) and Phase III (Design of Connection from Rancho Viejo Water Tank service line to the EAWSO). Amendment No. 1 to the Agreement provided for the Engineer's completion of a cultural resource survey and monitoring plan for Phase I. Amendment No. 2 amended the Agreement to provide for the Engineer to complete additional Basic Services and Additional Services for Phase II of the project (Cañoncito Regional Water Service Improvements). Amendment No. 3 amended the Agreement to provide for the County's provision of certain GIS data to the Engineer. Amendment No. 4 added additional Basic Services for the Engineer relating to support services during the bidding phase of a qualification based RFP for Phases I and III. Amendment No. 5 was a time extension to July 31, 2022, in order for the Engineer to continue working on this project. Amendment No. 6 amended the Agreement to provide engineering services to connect the TL2N water transmission line to the City of Santa Fe water system at the City of Santa Fe city limits on Old Santa Fe Trail. Amendment No. 7 extended the term of the Agreement to July 31, 2023. Amendment No. 8 amended the Agreement to provide for an overall increase in the engineer's time and services for construction administration and meetings; construction observation; coordination with the County, NMDOT, local residents and the Cañoncito Water Association; and change order, RFI and submittal review. The original agreement 2019-0007 PW/BT started April 26, 2019 and expired April 26, 2023. Although amendment No.7 moved the termination date to July 31, 2023 this was an oversight of the four-year contract termination date.

This completed work was previously submitted for payment via a fee proposal that combined this completed work with additional future work that was going to be done by Molzen Corbin. The following work was verbally authorized by Santa Fe County staff, and completed by Molzen Corbin and/or their subcontractors. This completed work is hereby submitted for payment and separated from future work that will be requested of Molzen Corbin for Engineering Services to complete the Cañoncito-Eldorado Waterline Project.

## **SCOPE OF SERVICES**

1. Additional Survey Work.
2. Redesign of Hondo 2 Booster Station.
3. Preparation of a total of 29 New Mexico Department of Transportation (NMDOT) Utility Permit Applications.
4. Addition of 26 water service connections to the Construction Drawings.
5. Additional Construction Phase Services and Observation for the Phase 1 Cañoncito Water System Phase II Improvements Project.

**1. Additional Survey Work:** Blueline Construction, Inc. provided the following services outside of the original Scope:

- Platting of easement exhibit on Well 2A parcel in Eldorado.
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- Revision of easement exhibit on Lot 11 because of change in property ownership Proposals from Blueline Construction, Inc.

**2. Redesign of Hondo 2 Booster Station:** The contract fee was based on the assumption that the Hondo 2 Booster Station would not be redesigned. The original intent was to utilize the Drawings that were prepared for the Lamy Junction Waterline Project with minor modifications. As the Design progressed, it became apparent that the Booster Pump Station had to be completely redesigned for the following reasons:

- Converting from a gravity system to a closed-loop system requires entirely different pumps and skid sizes.
- The footprint of the building needed to change to accommodate the revised pump skids.
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- The larger surge tank had to be moved outside of the building.
- Additional Design was required because the County Fire Marshal's fire flow criteria was revised.
- The site grading needed to be redesigned to accommodate a building with a revised layout and orientation, and a tank was moved outside of the building.
- Electrical wiring, panels, and controls were redesigned.
- Piping inside the building was re-configured.
- The Architectural Design of the building was revised to accommodate the re-sized pump skids.

The redesign required significant additional effort from the following disciplines:

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276  
Phone: 505-986-6200 · FAX: 505-995-2740 · [www.santafecountynm.gov](http://www.santafecountynm.gov)

- Architecture,
- Civil,
- Electrical,
- Mechanical, and
- Water Resources.

This design resulted in a much smaller building that provided a significant construction cost savings to the County.

**3. Preparation of 29 NMDOT Utility Permit Applications:** The Contract scope included only minimal time (18 hours) to assist the County in updating the Utility Permit Application that was prepared as part of the Lamy Junction Waterline Project. The Scope did not include the preparation of NMDOT Utility Permit Applications. The Contract states that the County is responsible for easement acquisition.

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- Site specific Vicinity Map.
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  - 127+14, 6-inch Jack and Bore Crossing
  - 134+09, 10-inch Jack and Bore Crossing
  - 179+44, 6-inch Jack and Bore Crossing
  - 181+39, 6-inch Jack and Bore Crossing

4. **Addition of 26 water service connections in Cañoncito:** After the 100% Plans were submitted, the County revised the Construction Drawings to include 26 additional water service connections at the request of, and to serve residents in Cañoncito.

This Design of water service connections in Cañoncito was not included in the original Scope.

5. **Additional Construction Phase Services and Observation for the Phase 1 Cañoncito Water System Phase II Improvements:** The first phase of the subject Contract was the Phase 1 Cañoncito Water System Phase II Improvements project. This phase consisted of the replacement of the entire water system that is owned by the Cañoncito at Apache Canyon Mutual Domestic Water Consumers' and Mutual Sewage Works Association. MC's Scope of Work was based on the understanding that the County would perform most Construction Administration tasks as they had on previous projects. Changes in County personnel resulted in a greatly reduced County role in Construction Administration.

**RESOLUTION:**

Upon receipt of the monthly Contract Termination Report, Utilities Division and Utilities Project Management will promptly meet to review the report to identify any projects (contracts) pertaining to Utilities Division listed on that report. Utilities Division and Utilities Project Management will also independently track and identify any projects nearing completion (within 90 days). Utilities Division will coordinate with Project Management to identify work (items), schedule work (order items) and process payment on all remaining work (items) and submit invoicing on each project listed on the report. Utilities and Project Management will coordinate efforts to either (a) close-out all remaining work on the project or (2) request a time extension on the contract. In the event that a project is nearing the 4-year contract time limitation, the Utilities Division and Utilities Project

Management will advise procurement of this situation and follow the direction of procurement to resolve. In the event of a question or issue which arises that is not addressed in the SFC Procurement Guidelines Manual, procurement will be contacted to discuss proper handling and processing. In the event that a Utilities Project Manager is not available, the Utilities Division will assume responsibility for proper management and execution of this process.

EXHIBIT C

Agreement No. 2019-0007-PW/CW

**AGREEMENT BETWEEN SANTA FE COUNTY  
AND MOLZEN-CORBIN & ASSOCIATES  
FOR PROFESSIONAL ENGINEERING SERVICES**

**PROJECT:** Design of the Canoncito-Eldorado Water Transmission Line and Canoncito Regional Water System Phase II Improvements.

Agreement No. 2019-0007-PW/CW

**PROJECT LOCATION** Eldorado at Santa Fe Subdivision and the community of Canoncito and surrounding areas.



**SANTA FE COUNTY  
FINANCE 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 29<sup>th</sup> day of April, 2019, by and between SANTA FE COUNTY (County), a political subdivision of the state of New Mexico, and MOLZEN-CORBIN & ASSOCIATES (Engineer), an engineering company licensed to do business in the State of New Mexico.

**County:**

**Engineer:**

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

Steven K. Morrow, P.E.  
Molzen-Corbin & Associates  
2701 Miles Road SE  
Albuquerque, NM 87106  
Telephone: (505) 242-5700  
Fax No.: (505) 242-0673

**SANTA FE COUNTY  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
2013 EDITION SFC and Engineer Agreement Part A of Two Parts  
PART B TO THIS AGREEMENT IS PART OF AND INSEPARABLE FROM THIS AGREEMENT**

## RECITALS

**WHEREAS**, the County needs the services of a professional licensed engineer to provide the final design and construction drawings for the Canoncito Eldorado Water Transmission Line and Canoncito Regional Water System Phase II Improvement project (the Project), and to provide engineering services through the construction and completion of the Project; and

**WHEREAS**, in 2011 the County issued a RFP No. 2012-0055-UT/MS and entered into Agreement No. 2012-0055-UT/MS with Engineer wherein Engineer was to provide engineering services for the design of the project known as the "Lamy Junction Water Transmission Line"; and

**WHEREAS**, in 2012, the County issued RFP No. 2012-0086-UT/MS and entered into Agreement No. 2012-0086-UT/MS with Engineer to provide engineering services consisting of the design the project known as the "TL6S water transmission line" from a point of connection with the Buckman Direct Diversion (BDD) 5A Line to the Eldorado subdivision; and

**WHEREAS**, in 2016 Agreement Nos. 2012-0055-UT/MS and 2012-0086-UT/MS were terminated . In 2017 the County obtained the necessary operational documentation and sufficient funding to continue the Project. The Procurement Manager determined that the procurement of engineering services to continue with the Project was a sole source thereby enabling the Engineer to modify and update the design documents to meet the County's needs for the completion of the Project; and

**WHEREAS**, the County wishes to execute this Agreement for engineering design services to be provided for Phases I and III of the Project; 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**, the parties agree as follows:

### 1. PROJECT DESCRIPTION

Update and modify where necessary the design for the completion of the Canoncito Eldorado Water Transmission Line and Canoncito Regional Water System Phase II Improvements (the Project) and provide engineering services through the construction phase and completion of the Project.

### 2. SCOPE OF WORK

- A. PHASE I: Canoncito Regional Water System Improvements.
  - i. Survey-utility and temporary construction easements
  - ii. Complete plat research and coordinate with surveyor and County to provide individual easement exhibits and grant of easement documents, as necessary for the project.



- iii. Final Design
  - a) Update Canoncito plans to include easement boundaries into all 21 plan and profile sheets and additional general notes. Update utility contact list.
  - b) Update Project Manual to include current technical specifications.
  - c) Prepare contract documents for solicitation and issuance of the IFB for construction.
  - d) Coordinate funding between the Canoncito at Apache Canyon Mutual Domestic Water Corporation and Mutual Sewer Works Associations and the County
  - e) Provide grant reporting assistance.
- iv. Bidding Phase
  - a) Assist the County with responses to contractor questions in the form of addenda.
  - b) Evaluate bid(s), prepare the bid tabulations.
  - c) Engineer is not required to attend the bid opening.
- v. Construction administration
  - a) Attend the pre-construction conference.
  - b) Provide submittal review (18 submittals estimated)
  - c) Respond to requests for information (RFI).
  - d) Review field orders and proposed change orders.
  - e) Attend construction progress meetings twice a month.
  - f) Provide part-time construction observation over a 6-month construction period.
  - g) Provide payment application review services.
  - h) Review and issue certification of substantial completion when construction is deemed substantially complete.
- vi. Part-time construction observation
- vii. Provide one construction observer on a part-time basis to observe necessary testing, critical construction activities, and other construction activities upon the County's request.
- viii. Close-out, final and acceptance
  - a) Complete final walk-through.
  - b) Complete record drawings.
  - c) Complete documents required by the the Water Trust Board and New Mexico Environment Department .

**PHASE III: Design of connection of TL6S water transmission line to the Eldorado system.**

- i. 90% construction documents
  - a) Revise TL6S drawings.
  - b) Design connection to Eldorado system in the vicinity of the northwest corner of the Eldorado subdivision.

- c) Design master meter.
- d) Revise construction cost estimate.
- e) Revise technical specifications.
- f) Deliver 90% plans, specifications and estimate.
- ii. 100% Final Design
  - a) Revise plans, specifications and estimate.
  - b) Deliver 100% plans, specifications and estimate.

### 3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Engineer shall be compensated for only Phases I and III as follows:

- 1) County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A (Compensation and Schedule for Phases I and III).
- 2) The total amount payable to the Engineer under this Agreement shall not exceed **\$217,626.00, 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 in writing.

B. The Engineer shall submit a written request for payment, on the form attached hereto as 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

##### A. Study and Report Phase.

- 1) 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) The Engineer shall convene a meeting with the County and other interested parties to review the Project site. Advise the County if additional data, reports, or services are necessary and assist the 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 mayh allow for phased construction if appropriate.
- 3) Upon the County's approval of the schematic development plan, the Engineer will develop and complete a preliminary design plan and a construction cost estimate within 30 days of authorization to proceed and review with the County. If necessary, the Engineer will revise the preliminary design phase documents in response to the County's comments.
- 4) The Engineer 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 before commencing work on the final design phase.

C. Final Design Phase

Upon the County's approval of the preliminary design phase documents 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 the final design phase documents, project specifications, and cost estimate.
- 5) Upon the County's approval of the final design phase documents, prepare and deliver design phase documents, project specifications and the 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 the construction contract(s).
- 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 addenda.
- 6) Assist the County to issue addenda as required to all bidders or offerors.
- 7) Assist the County to identify the successful bidder(s) 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. Eleven months after the issuance of the Certificate of Substantial Completion, the Engineer 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 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 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 is the Amendment for 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) Environmental review and a cultural resource study, to include preparation of documentation regarding the mandatory evaluation of physical, social, and economic impacts of the proposed Project area to ensure compliance with environmental laws and authorities and as required obtain environmental clearance(s) from governmental agencies.
  - 7) Feasibility study to evaluate and analyze the potential of the proposed Project to support recommendations for project implementation.
  - 8) Market analysis to determine, develop and recommend conceptual options for future use of the Project site.

## 7. EXHIBITS 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*  
Katherine Miller  
County Manager

4.26.19  
Date

Approved as to form:

*R. Bruce Frederick*  
R. Bruce Frederick  
Santa Fe County Attorney

4-23-19  
Date

Finance Department:

*Gary L. J. Giron*  
Gary L. J. Giron  
Finance Director

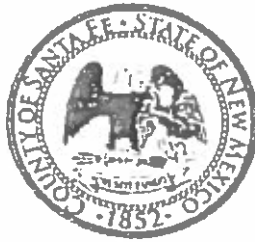
04/29/19  
Date

ENGINEER

*Clayton H. Ten Eyck*

4/26/19  
Date

Clayton H. Ten Eyck, VP-Water Resources  
(print name and title)



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

**GENERAL TERMS AND CONDITIONS OF THE  
AGREEMENT BETWEEN SANTA FE COUNTY and  
MOLZEN-CORBIN & ASSOCIATES 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 term of this Agreement shall commence upon the date of last signature by the parties on Part A (the Effective Date). The term of this Agreement shall be two years from the Effective Date, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

**3. ADDITIONAL SERVICES**

- A. The parties agree that all tasks set forth in 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 (6) 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 (6) 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 court costs and attorneys' fees) resulting from or directly or indirectly arising out of Engineer's negligent 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 will be paid by the County
  
- 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  
    Office of the County Attorney  
    102 Grant Avenue  
    Santa Fe, New Mexico 87501

To the Engineer:                Molzen-Corbin & Associates  
    2701 Miles Road SE  
    Albuquerque, NM 87106

## 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.

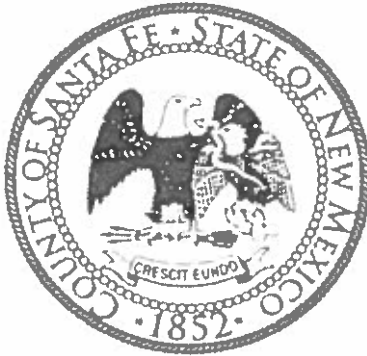
## 30. SURVIVAL

The provisions of following paragraphs shall survive termination of the Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

## EXHIBIT D

# AMENDMENT NO. 1 TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER ADDITIONAL SERVICES

### PROJECT 2019-0007-PW/CW Canoncito Water System Phase II



#### SANTA FE COUNTY FINANCE DEPARTMENT PURCHASING DIVISION

In accordance with Part A, Paragraph 6, and Part B, Paragraph 3, ADDITIONAL SERVICES, of Agreement No. 2019-0007-PW/CW, the Engineer is authorized to provide the following Additional Services.

**LIST SERVICES: Complete a Cultural Resource Survey and Monitoring Plan.** Develop a cultural resource survey and monitoring plan that will be submitted to the New Mexico Historic Preservation Division for review and approval. The plan will:

1. Discuss the types of cultural materials expected;
2. Set forth the protocol if cultural remains are encountered;
3. Set forth the protocol if human remains are encountered;
4. Recommend an artifact curation agreement; and
5. Include the timing and submission of the monitoring report.

**Final Monitoring Report.** After the monitoring is complete, prepare a monitoring report, which will include the findings recorded during monitoring as well as the results from the sampling, artifact analysis, and/or feature descriptions.

**Justification for Additional Services.** Santa Fe County plans to extend an 8-inch potable waterline from the present Canoncito Regional Water System to unserved areas of the Village of Canoncito, Santa Fe County. The construction of the waterline will occur in an area that has been identified as a cultural resource area. It is critical that any cultural resources in the area be identified, surveyed and monitored in compliance with state and federal laws and regulations.



Pursuant to Part B, Article 6.B of the General Terms and Conditions of Agreement No. 2019-0007-PW, the County hereby approves the Engineer's consultant NV5, Inc. to perform the services described above and NV5, Inc. will be listed on Exhibit F (Consultant List) attached hereto.

Original contract sum	\$217,626.00
Cost of Additional Services	\$ 16,716.00
<b>Contract sum after this Amendment:</b>	<b>\$234,342.00,</b> exclusive of NMgrt

**SANTA FE COUNTY:**

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager


Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney


Date: 05/31/19

Finance Division:

  
\_\_\_\_\_  
Gary L.J. Girón  
Finance Director

Date: 06/14/19

**ENGINEER**

  
\_\_\_\_\_  
(Name and title)

Date: 06/14/19



**EXHIBIT F  
SANTA FE COUNTY  
CONSULTANT LIST**

**PROJECT NAME: 2019-0007-PW/CW Canoncito Water System Phase II**

<p><b><u>ARCHEOLOGICAL SERVICES</u></b>            Company Name: NV5            Consultant Name: Toni Goar            Address: 4374 Alexander Boulevard, NE            Suite K Albuquerque, New Mexico 87107            Ph. No.: (505) 898-8848            Fax No.: (505) 897-7847            E-mail: Toni.Goar@nv5.com</p>	<p><b><u>TRAIL DESIGN SERVICES</u></b>            Company Name:            Consultant Name:            Address:             Ph. No.:            Fax No.:            E-mail:</p>
<p><b><u>ARCHITECTURAL SERVICES</u></b>            Company Name:            Consultant Name:            Address:             Ph. No.:            Fax No.:            E-mail:</p>	<p><b><u>SURVEYING SERVICES</u></b>            Company Name:            Consultant Name:            Address:             Ph. No.:            Fax No.:            E-mail:</p>
<p><b><u>STRUCTURAL ENGINEERING SERVICES</u></b>            Company Name:            Consultant Name:            Address:             Ph. No.:            Fax No.:            E-mail:</p>	<p><b><u>GEOTECHNICAL SERVICES</u></b>            Company Name:            Consultant Name:            Address:             Ph. No.:            Fax No.:            E-mail:</p>
<p><b><u>MECHANICAL ENGINEERING SERVICES</u></b>            Company Name:            Consultant Name:            Address:             Ph. No.:            Fax No.:            E-mail:</p>	<p><b><u>ESTIMATING SERVICES</u></b>            Company Name:            Consultant Name:            Address:             Ph. No.:            Fax No.:            E-mail:</p>

**EXHIBIT D**

**AMENDMENT No. 2 TO AGREEMENT BETWEEN  
SANTA FE COUNTY AND ENGINEER FOR  
BASIC AND ADDITIONAL SERVICES**

**PROJECT: Cañoncito-Eldorado Water Transmission Line and Cañoncito Regional Water System Phase II Improvements**



**SANTA FE COUNTY  
PURCHASING DIVISION**

In accordance with Part A, Article 4 (Engineer's Basic Services), Article 6 (Additional Services) and Article 5 (Reimbursables) of Agreement No. 2019-0007-PW/CW Between the County and Engineer (the Agreement), the Engineer is authorized to provide the following Basic and Additional Services for **Phase II** of this project.

**Background:** This project consists of three phases. The larger project is the completion of a water transmission line that extends from the TL6S Water Transmission Line to the Eldorado Waterline (EAWSD system) and terminates at the Cañoncito Regional Water System in the Village of Cañoncito. The Scope of Work under the original Agreement pertained only to **Phase I** (Cañoncito Regional Water System) and **Phase III** (Design of Connection from TLS6 Waterline to the Eldorado (EAWSD)). Amendment No. 1 to the Agreement provided for the Engineer's completion of a cultural resource survey and monitoring plan for **Phase I**.

This Amendment No. 2 provides for the Engineer's completion of Basic and Additional Services for **Phase II and III** (Cañoncito Eldorado Waterline) of the project. The major elements of these services include a pipe line originating from the Rancho Viejo water tank to Eldorado (EAWSD system); connection from Eldorado (EAWSD system) to the Hondo 2 site, a new 175,000-gallon tank at Hondo 2 site, a new closed-loop booster pump station at Hondo 2 site, and a pipe line from Hondo 2 to the Village of Cañoncito. The increase in compensation payable to the Engineer associated with this Amendment No. 2 is \$523,406.90.

1. Exhibit A of the Agreement, is amended to insert the following description of Basic and Additional Services for **“PHASE 2: CAÑONCITO ELDORADO WATERLINE”**

2. Article 2 (Scope of Work) of the Agreement is amended to insert the following as subparagraph **“B”** to read:

**B. PHASE II: Cañoncito Eldorado Waterline**

- i. Design Development 60%
- ii. Construction Documents 90%
- iii. Final Design 100%
- iv. Bidding Phase
- v. Construction Administration
- vi. Close-out

3. Article 2 (Scope of Work) of the Agreement, **“PHASE III”** is designated as subparagraph **“C”**.

4. Article 3 (Compensation, Invoicing, and Set-Off), A 1) is amended by inserting the following as subparagraph (a):

(a) By Amendment No. 2, the County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit B (Compensation and Schedule for Phase II).

5. Article 3 (Compensation, Invoicing, and Set-Off), A 2) of the Agreement is amended by inserting the following as subparagraph (a):

(a) By Amendment Nos. 1 and 2 to this Agreement, the compensation payable to the Contractor is increased by a sum of \$540,122.90. The total amount payable to the Engineer under this Agreement shall not exceed \$757,748.90, exclusive of NM grt.

6. Article 6 (Additional Services) of the Agreement is amended by inserting as subparagraph (1) the following:

(1) By Amendment No. 2 to this Agreement, the County approves the Engineer’s performance of the following Additional Services with respect to Phase II (Cañoncito Eldorado Waterline) of this project.

- a. Supplemental field survey
- b. Easement revisions
- c. SUE
- d. Geotechnical report
- e. Environmental report
- f. Structural design
- g. Observation (6 months)

7. Exhibit F to the Agreement (Consultant List) is amended to list Engineer’s subcontractors and consultants as shown on the attached revised Exhibit F. Pursuant to Part B, Article 6.B of the Agreement, the County hereby approves the Engineer’s subcontractors and consultants listed on Exhibit F.

8. Exhibit A to the Agreement is amended by inserting the following as the costs and expenses of the Basic and Additional Services for PHASE 2: CAÑONCITO ELDORADO WATERLINE:

<u>Basic Services</u>	
Design Development 60%	\$ 97,515.00
Construction Documents 90%	\$ 54,360.00
Final Design 100%	\$ 22,480.00
Bidding Phase	\$ 10,770.00
Construction Administration	\$ 96,595.00
Close-out	<u>\$ 21,070.00</u>
<b>Total</b>	<b>\$302,790.00</b>

Supplemental Field Survey	\$ 20,760.00
Easement Revisions	\$ 5,500.00
SUE	\$ 35,805.00
Geotechnical Report	\$ 5,500.00
Environmental Report (NVS, Inc.)	\$ 28,521.90
Structural Design (QPEC)	\$ 16,500.00
Observation - 6 mo. Fulltime	<u>\$103,480.00</u>
<b>Total</b>	<b>\$216,066.90</b>

Reimbursables \$ 4,550.00

9. Exhibit A, SUMMARY OF FEES, is amended by inserting \$523,406.90 as the total cost for the Basic and Additional Services for “Phase 2: Cañoncito Eldorado Waterline”.

10. Exhibit A, the \$217,626 sum indicated for **Total Contract Sum (Excluding GRT)** is deleted in its entirety and replaced with the total contract sum of **\$757,748.90**.

**Justification for Basic and Additional Services :**

Agreement No. 2019-0007-PW/CW initially provided for the Scope of Work and cost for Engineer's services for **Phase I** and **Phase III** of this project. The County and Engineer have completed the negotiations for the Engineer's services for **Phase II** (Cañoncito Eldorado Waterline) therefore this Amendment No. 2 to the Agreement is required in order to provide for the increase to the Engineer's Scope of Work and the compensation payable the Engineer.

Original contract sum	\$217,626.00
Amendment No. 1	\$ 16,716.00
Amendment No. 2	\$523,406.90
<b>Total contract sum</b>	<b>\$757,748.90, exclusive of NM grt</b>

SANTA FE COUNTY:

Anna T. Hamilton  
Anna T. Hamilton, Chair  
Santa Fe Board of County Commissioners



ATTESTATION:

Geraldine Salazar  
Geraldine Salazar  
Santa Fe County Clerk

Date: 7-9-2019

Approved as to form:

R. Bruce Frederick  
R. Bruce Frederick  
Santa Fe County Attorney

Date: 7/3/19

Finance Division:

Gary L.J. Girón  
Gary L.J. Girón  
Finance Director

Date: 070219

**ENGINEER:**

By: Clayton H. Ten Eyck

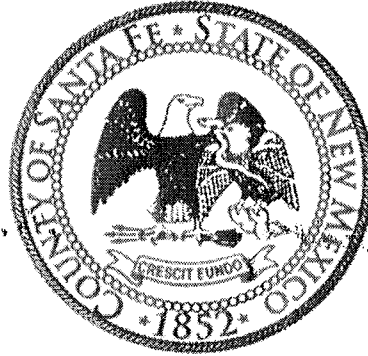
Clayton H. Ten Eyck, P. E.  
Vice President - Water Resources  
Name and title

Date: 7/3/19



**AMENDMENT NO. 3 TO  
PROJECT ASSIGNMENT NO. 2019-0007-PW/CW  
BETWEEN SANTA FE COUNTY AND ENGINEER FOR  
PROFESSIONAL ENGINEERING SERVICES**

PROJECT: Canoncito Eldorado Waterline Project/ Project Assignment under Agreement No. 2019-0007-PW/CW



**SANTA FE COUNTY  
PURCHASING DIVISION**

The **SCOPE OF WORK**, paragraph A (**Basic Services**) of Project Assignment No. 2019-0007-PW/CW is amended by inserting the following as subpart (1).

(1) The Owner (Santa Fe County) will provide or make available to Engineer, at no cost to Engineer, such GIS data or digital files as are necessary for the Engineer to complete the Scope of Work under this Project Assignment. Such GIS data if available for the project area will include without limitation **the Wildland Urban Interface Information**. Engineer agrees to use the GIS data or digital files solely for purposes of completion of the Scope of Work under this Project Assignment. Furthermore, Engineer agrees to provide the Owner with, or share, at no cost to the Owner, electronic copies of any digital mapping files produced by the Engineer for this Project Assignment. Engineer shall provide such data in the form of applicable project DWG files. GIS data, if generated for the project, shall be provided in ESRI feature classes file geodatabase or shapefile formats compatible with ArcGIS 10.3.1. All GIS datasets will reference the New Mexico State Plane Coordinate System, Central Zone, NAD1983\_HARN in units of U.S. Survey Feet (NAD\_1983\_HARN\_StatePlane\_New\_Mexico\_FIPS\_3002\_Feet).

Engineer understands and acknowledges that Owner assumes no liability to errors associated with the use of GIS data or digital files provided by Owner. Engineer is solely responsible for confirming the accuracy of GIS data or digital files.



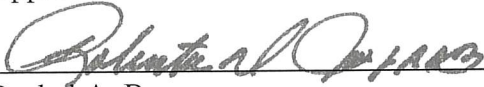
**Justification for Basic Services:** Engineer requires this GIS data to complete the Scope of Work under Project Assignment No. 2019-0007-PW/CW pertaining to **the Wildland Urban Interface Information**. This Amendment No.3 does not involve any increase or decrease in the compensation payable to the Engineer under this Project Assignment.

**SANTA FE COUNTY:**

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

\_\_\_\_\_  
Date

Approval as to form:

  
\_\_\_\_\_  
Rachel A. Brown  
Interim Santa Fe County Attorney

12/24/19  
\_\_\_\_\_  
Date

Finance Division:

  
\_\_\_\_\_  
Gary Giron  
Finance Director

12/26/19  
\_\_\_\_\_  
Date

**ENGINEER**

\_\_\_\_\_  
(Signature and title)

\_\_\_\_\_  
Date


**Justification for Basic Services:** Engineer requires this GIS data to complete the Scope of Work under Project Assignment No. 2019-0007-PW/CW pertaining to the **Wildland Urban Interface Information**. This Amendment No.3 does not involve any increase or decrease in the compensation payable to the Engineer under this Project Assignment.

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

12/31/19  
Date

Approval as to form:

  
\_\_\_\_\_  
Rachel A. Brown  
Interim Santa Fe County Attorney

12/29/19  
Date

Finance Division:

  
\_\_\_\_\_  
Gary Giron  
Finance Director

12/26/19  
Date

**ENGINEER**

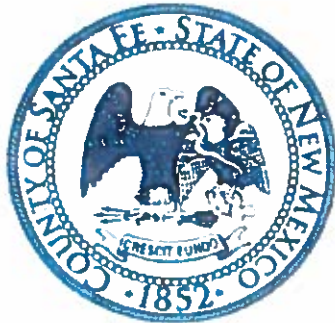
  
\_\_\_\_\_  
(Signature and title)

12/30/19  
Date

Jerry B. Paz, P.E.  
Executive Vice President  
Malzer Corbin

**EXHIBIT D**  
**AMENDMENT NO. 4 TO AGREEMENT No. 2019-0007-**  
**PW/BT BETWEEN SANTA FE COUNTY AND ENGINEER**  
**FOR PROFESSIONAL ENGINEERING**  
**ADDITIONAL SERVICES**

**PROJECT 2019-0007-PW/BT Canoncito-Eldorado Water Transmission Line**



**SANTA FE COUNTY**  
**PURCHASING DIVISION**

In accordance with Part A, Article 4 (Engineer's Basic Services), Article 6 (Additional Services) of Agreement No. 2019-0007-PW/CW Between the County and Engineer (the Agreement), the Engineer is authorized to provide the following Additional Basic Services for **Phases I** and **III** of this project.

**Background:** This project consists of three phases. The overall project is the completion of a water transmission line that extends from the Rancho Viejo Water Tank Service Line to the Eldorado Area Water and Sanitation District (EAWSD) Infrastructure and terminates at the Cañoncito Regional Water System in the Village of Cañoncito. The Scope of Work under the original Agreement pertained only to **Phase I** (Cañoncito Regional Water System) and **Phase III** (Design of Connection from Rancho Viejo Water Tank Service Line to the EAWSD). Amendment No. 1 to the Agreement provided for the Engineer's completion of a cultural resource survey and monitoring plan for **Phase I**. Amendment No. 2 amended the Agreement to provide for the Engineer to complete additional Basic Services and Additional Services for **Phase II** of the project (Canoncito Regional Water Service Improvements). Amendment No. 3 amended the Agreement to provide for the County's provision of certain GIS data to the Engineer.

This Amendment No. 4 provides for the Engineer's completion of additional Basic Services for **Phases I** and **III** of this project. The construction necessary for **Phases I** and **III** of this project calls for certain expertise on the part of the construction contractor, services that the County believes can be procured through a request for qualifications-based Request for Proposals (RFP) Process. The Engineer has agreed to provide support services

during the bidding phase of the RFP. These support services are considered additional Basic Services under the Agreement.

1. Part A, Article 4.D. (Basic Services, Bidding and Negotiating Phase) of the Agreement is amended by inserting a subpart A to read:

A. By Amendment No. 4 to this Agreement, the Engineer's Basic Services for Phases I and III of this project shall include the support services during proposal evaluation listed below.

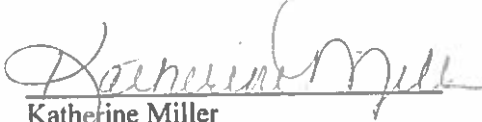
1. Review qualification statements.
2. Prepare recommended score(s) with explanation.
3. Tabulate recommended scores.
4. Meet with the County's Selection Committee to answer questions.
5. After the RFP (the qualifications-based procurement) is complete, the Engineer will prepare a written summary report that will include the findings from the tabulations and communications with the Selection Committee. The Engineer's report will be provided within four days after the Engineer's final meeting with the Selection Committee.

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Original contract sum	\$217,626.00
Total of all prior amendments:	\$540,122.90
Amendment No. 4	\$ 8,730.00
<hr/>	
<b>Total</b>	<b>\$766,478.90,</b> exclusive of NM GRT

**SIGNATURE OF THE PARTIES**

**SANTA FE COUNTY:**

  
 Katherine Miller  
 Santa Fe County Manager

Date: 5-29-2020

Approved as to form:

**Roberta D. Joe for G.S.S.**

Gregory S. Shaffer  
Santa Fe County Attorney

Digitally signed by Roberta D. Joe for G.S.S.  
 DN: cn=Roberta D. Joe for G.S.S., o, ou, email=RJoe@santafecountynm.gov, c=US  
 Date: 2020.05.05 16:27:41 -0600 Date: \_\_\_\_\_

Finance Division:

**Yvonne Herrera**

Digitally signed by Yvonne  
Herrera  
Date: 2020.05.09 13:37:04 -06'00'

Yvonne S. Herrera  
Finance Director

Date: \_\_\_\_\_

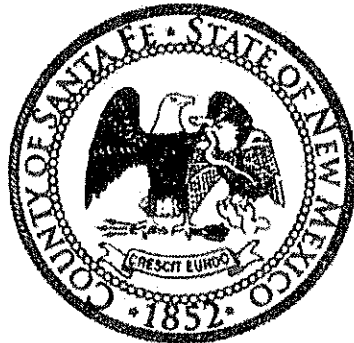
**ENGINEER: Molzen Corbin and Associates**

By: 

Date: 5/6/2020

**EXHIBIT D**  
**AMENDMENT NO. 5 TO AGREEMENT No. 2019-0007-**  
**PW/BT BETWEEN SANTA FE COUNTY AND ENGINEER**  
**FOR TIME EXTENSION ONLY.**

**PROJECT 2019-0007-PW/BT Canoncito-Eldorado Water Transmission Line**



**SANTA FE COUNTY**  
**PURCHASING DIVISION**

**Background:** This project consists of three phases. The project is the completion of a water transmission line that extends from the Rancho Viejo Water Tank Service Line to the Eldorado Area Water and Sanitation District (EAWSO Infrastructure), and terminates at the Cañoncito Regional Water System in the Village of Cañoncito. The Scope of Work under the original Agreement pertained to Phase I (Cañoncito Regional Water System) and Phase III (Design of Connection from Rancho Viejo Water Tank Service Line to the EAWSO. Amendment No. 1 to the Agreement provided for the Engineer's completion of a cultural resource survey and monitoring plan for Phase I. Amendment No. 2 amended the Agreement to provide for the Engineer to complete additional Basic Services and Additional Services for Phase II of the project (Canoncito Regional Water Service Improvements). Amendment No. 3 amended the Agreement to provide for the County's provision of certain GIS data to the Engineer. Amendment No. 4 added additional Basic Services for the Engineer relating to support services during the bidding phase of a qualifications-based RFP for Phases I and III.

The term of Agreement No. 2019-0007-PW/BT is due expire April 26, 2021. This Amendment No. 5 provides for a term extension in order for the Engineer to complete all Basic Services for Phases I, II and III of this project. This Amendment No. 5 is a term extension only.

The parties agree to amend Part B, Article 2 (Effective Date and Term) of Agreement No. 2019-0007-PW/BT by inserting a subpart A to read:

A. By Amendment No. 5 to this Agreement, the term of this Agreement is extended to July 31, 2022.

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Original contract sum	\$217,626.00
Total of all prior amendments:	\$548,852.90
Amendment No. 5	\$ 0.00
<hr/>	
<b>Total</b>	<b>\$766,478.90,</b> exclusive of NM GRT

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

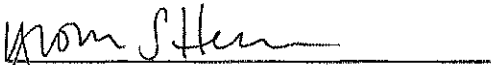
Date: 5.11.21

Approved as to form:

Roberta D. Joe for G.S.S.  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

Date: 5/6/2021

Finance Division:

  
\_\_\_\_\_  
Yvonne S. Herrera  
Finance Director

Date: 5/6/2021

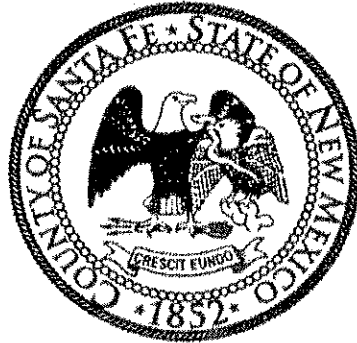
**ENGINEER - Molzen Corbin and Associates**

By:   
Chief Operations Officer

Date: 4/27/2021

**EXHIBIT D**  
**AMENDMENT NO. 6 TO AGREEMENT No. 2019-0007-**  
**PW/BT BETWEEN SANTA FE COUNTY AND ENGINEER**  
**FOR PROFESSIONAL ENGINEERING**  
**ADDITIONAL SERVICES**

**PROJECT 2019-0007-PW/BT Canoncito-Eldorado Water Transmission Line**



**SANTA FE COUNTY**  
**PURCHASING DIVISION**

Background: This project consists of three phases. The project is the completion of a water transmission line that extends from the Rancho Viejo Water Tank Service Line to the Eldorado Area Water and Sanitation District (EAWSD Infrastructure), and terminates at the Cañoncito Regional Water System in the Village of Cañoncito. The Scope of Work under the original Agreement pertained to Phase I (Cañoncito Regional Water System) and Phase III (Design of Connection from Rancho Viejo Water Tank Service Line to the EAWSD. Amendment No. 1 to the Agreement provided for the Engineer's completion of a cultural resource survey and monitoring plan for Phase I. Amendment No. 2 amended the Agreement to provide for the Engineer to complete additional Basic Services and Additional Services for Phase II of the project (Canoncito Regional Water Service Improvements). Amendment No. 3 amended the Agreement to provide for the County's provision of certain GIS data to the Engineer. Amendment No. 4 added additional Basic Services for the Engineer relating to support services during the bidding phase of a qualifications-based RFP for Phases I and III. Amendment No. 5 was a time extension to December, 31, 2021, in order for the Engineer to complete this project.

The parties agree to amend Part A, Article 6 (Additional Services) of Agreement No. 2019-0007-PW/BT by inserting a subpart C to read:

C. By Amendment No. 6 to this Agreement the following Additional Services are added to the Engineer's Scope of Work for Phase II to connect the TL2N water transmission line to the City of Santa Fe water system at the City of Santa Fe city limits on Old Santa Fe Trail. The costs for these Additional Services are




described on the attached Exhibit A-1 (Engineer's Water Resources Manhour Estimate for Additional Services).

1. Hydraulic analysis to evaluate the functionality the proposed system (\$1,600.00).
2. Construction documents (\$7,210.00).
  - a. Revise Old Santa Fe Trail Road Improvements and Waterline TL2N (SFC Project No. 0798) drawings to include: (i) details showing installation of pressure sustaining valve and vault, (ii) detail showing installation of master meter and vault, (iii) drawings showing location of fire hydrants to be installed.
  - b. Technical specifications.
  - c. Engineer's Estimate of Probable Cost.
3. Construction Administration (\$5,080.00).
  - a. Review Contractor's cost proposal.
  - b. Engineer will coordinate with the Contractor regarding conversion of a a County-owned pressure reducing valve to pressure sustaining valve.
  - c. Review submittals.
  - d. Response to RFIs.
  - e. Coordinate with Contractor throughout construction.
4. Assumptions.
  - a. The County will be responsible for coordination with the City of Santa Fe.
  - b. No additional survey is required.
  - c. No additional improvements in the City of Santa Fe system will be required for the County water transmission line to function properly.
  - d. Static pressure at the connection point is 104 psi.
  - e. The County will provide the PRV to be converted.

---

Original contract sum	\$217,626.00
Total of all prior amendments:	\$548,852.90
Amendment No. 6	\$ 13,890.00
<hr/>	
<b>Total</b>	<b>\$780,368.90</b> exclusive of NM GRT

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

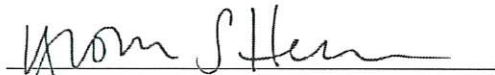
Date: 10.1.2021

Approved as to form:

Roberta D. Joe for G.S.S.  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney


Date: September 23, 2021

Finance Division:

  
Yvonne S. Herrera  
Finance Director


Date: 9/30/2021

**ENGINEER - Molzen Corbin and Associates**

By:   
\_\_\_\_\_  
Gerald B. Paz, P.E.  
Chief Operations Officer

Date: 9-28-21

**Santa Fe County  
Purchasing Process Request Form**

<b>Date Submitted:</b>	September 1, 2022	<b>Requesting User Agency:</b>	PWD
<b>Name &amp; Phone of Contact Person:</b>	John Dupuis 505-992-9872		Sep 23, 2022
<b>Contract Tracking #/Buyer (Purchasing)</b>	Project No. 2019-0007 PW/BT Received 9/26/2022 - BT	<small>John Dupuis (Sep 23, 2022 13:06 MDT)</small>	<b>BCC Approval? (Y/N)</b>

**AGENCY REQUEST:** (RFP, IFB, Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency needs and the scope of work. Describe what you are attempting to purchase, obtain or accomplish. Attach additional sheets if necessary.

 Sep 23, 2022

**Department Head Signature - Date**

Request to amend Contract 2019-0007-PW/BT by adding additional engineering services to existing tasks within the contract necessary for additional Construction Administration Services. The change order is calculated at an additional cost in the amount of \$200,740.00 exclusive of NMGR. Additional work days are requested for this work extending the contract completion date to July 31, 2023. See attached proposal.

**Eldorado Canoncito Water Transmission Line Project: Project No. 2019-0007-PW/BT – Molzen Corbin & Assoc**

**PURCHASING STATUS:**

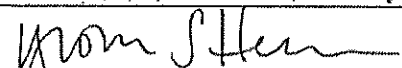
Greg- Amend. 7 only extends the term. Amend. No. 8 will follow, that increases the compensation that will be presented to the BCC for approval.- Bill

*- PLEASE LET ME KNOW IF YOU WISH TO SEE AGREEMENT + ALL AMENDMENTS BT*

**FINANCIAL / BUDGETARY INFORMATION:** (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable.)

**LEGAL FORM:** (Identify any known liabilities and/or risks to the County. Is this a new contract or an amendment or change of a previously submitted procurement or contract?)

**FINANCE DIRECTOR APPROVAL:** (sign and date)

 10/4/2022

**LEGAL APPROVAL:** (sign and date)

**BCC MEETING DATE**

**COUNTY MANAGER APPROVAL:** (sign and date)

**ATTACH NEEDED DOCUMENTS** (Purchase Requisition, Justification Memo (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC caption and memorandum, etc.)

**EXHIBIT D**  
**AMENDMENT NO. 7 TO AGREEMENT No. 2019-0007-**  
**PW/BT BETWEEN SANTA FE COUNTY AND ENGINEER**  
**FOR PROFESSIONAL ENGINEERING ADDITIONAL**  
**SERVICES**

**PROJECT NO: 2019-0007-PW/BT Canoncito-Eldorado Water Transmission Line**



**SANTA FE COUNTY**  
**PURCHASING DIVISION**

There are three phases to this project for the completion of a water transmission line that extends from the Rancho Viejo Water Tank service line to the Eldorado Area Water and Sanitation District service line and terminates at the Canoncito Regional Water System in the Village of Canoncito. The Scope of Work under the Agreement No. 2019-0007-PW/BT ("Agreement") pertains to Phase I (Canoncito Regional Water System) and Phase III (Design of Connection from Rancho Viejo Water Tank service line to the EAWSD). Amendment No. 1 to the Agreement amended the Agreement to include a cultural resource survey and monitoring plan for Phase I. Amendment No. 2 amended the Agreement to provide for the Engineer to complete additional Basic Services and Additional Services for Phase II of the project. Amendment No. 3 amended the Agreement to provide for the County's provision of GIS data to the Engineer. Amendment No. 4 added additional Basic Services relating to support services during the bidding phase of a qualifications based RFP for Phases I and III. Amendment No. 5 extended the term of the Agreement to July 31, 2022, and Amendment No. 6 amended the Agreement to provide for Additional Services to connect the TL2N water transmission line to the City of Santa Fe water system.

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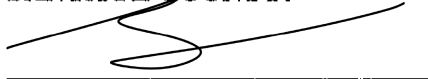
**Justification for Amendment No. 7:**

The term of the Agreement expired July 31, 2022. The project is incomplete and the County wishes to continue to benefit from the Engineer's services through the completion of the project. This Amendment No. 7 amends the Agreement to extend the term to July 31, 2023.

The parties agree to amend Part B, Article 2 (Effective Date and Term) of Agreement No. 2019-0007-PW/BT by inserting a subpart B to read:

B. By Amendment No. 7 to this Agreement the term is extended to July 31, 2023.

**SANTA FE COUNTY:**



\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

Date: 10/5/2022

Approved as to form:

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

Date: September 30, 2022

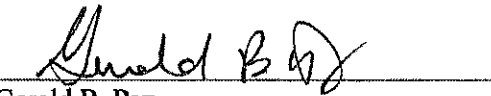
Finance Division:



\_\_\_\_\_  
Yvonne S. Herrera  
Finance Director

Date: 10/4/2022

**ENGINEER – Molzen Corbin & Associates, Inc.**

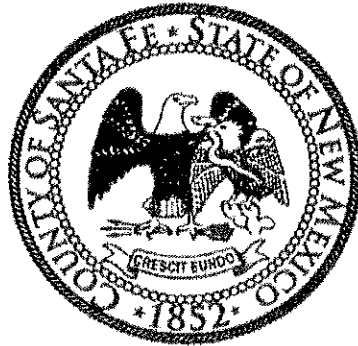


\_\_\_\_\_  
Gerald B. Paz  
Chief Operations Officer

Date: 10/5/22

**AMENDMENT NO. 8  
TO AGREEMENT No. 2019-0007- PW/BT BETWEEN  
SANTA FE COUNTY AND ENGINEER FOR  
PROFESSIONAL ENGINEERING SERVICES**

**PROJECT No. 2019-0007-PW/BT Canoncito-Eldorado Water Transmission Line**



**SANTA FE COUNTY  
PURCHASING DIVISION**

Background: This project consists of three phases. The project is the completion of a water transmission line that extends from the Rancho Viejo Water Tank Service Line to the Eldorado Area Water and Sanitation District (EAWSD Infrastructure), and terminates at the Canoncito Regional Water System in the Village of Canoncito. The Scope of Work under the original Agreement pertained to Phase I (Canoncito Regional Water System) and Phase III (Design of Connection form Rancho Viejo Water Tank Service Line to the EAWSD). Amendment No. 1 to the Agreement provided for the Engineer's completion of a cultural resource survey and monitoring plan for Phase I. Amendment No. 2 amended the Agreement to provide for the Engineer to complete additional Basic Services and Additional Services for Phase II of the project (Canoncito Regional Water Service Improvements). Amendment No. 3 amended the Agreement to provide for the County's provision of certain GIS data to the Engineer. Amendment No. 4 added additional Basic Services for the Engineer relating to support services during the bidding phase of a qualifications based RFP for Phases I and III. Amendment No. 5 was a time extension to December 31, 2021, in order for the Engineer to continue working on this project. Amendment No. 6 amended the Agreement to provide engineering services to connect the TL2N water transmission line to the City of Santa Fe water system at the City of Santa Fe city limits on Old Santa Fe Trail. Amendment No. 7 extended the term of the Agreement to July 31, 2023.

In this Amendment No. 8 the parties agree to amend the Agreement to provide for an overall increase in the Engineer's time and services for construction administration and meetings; construction observation; coordination with the County, NMDOT, local residents and the Canonicito Water Association; and change order, RFI and submittal review. The increased time in this Amendment No. 8 results in an increase of \$254,182.00. This additional time and services are required because of the contract term has been extended, additions to the Engineer's Scope of Work and services, and the County's reduced role in construction administration and observation.

A man-hour estimate is provided on Exhibit A-1 (Engineer's Water Resources Man-hour Estimate).


Contract sum	\$217,626.00
Total of Amendments Nos. 1-7	\$562,742.90
Amendment No. 8	\$254,182.00
<b>Total</b>	<b>\$ 1,034,550.90,</b> <i>exclusive of NM GRT</i>

**SIGNATURE PAGE**

**SANTA FE COUNTY:**

  
Anna T. Hamilton, Chair  
Board of County Commissioners



**ATTESTATION:**  
  
Katharine E. Clark  
Santa Fe County Clerk

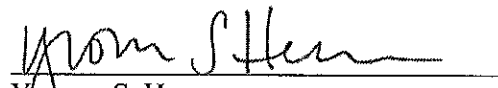
Date: 11/16/22

Approved as to form:

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


Date: November 3, 2022

Finance Division:

  
Yvonne S. Herrera  
Finance Director

Date: 11/8/2022

**ENGINEER – Molzen Corbin & Associates, Inc.**

  
Gerald B. Paz  
Chief Operations Officer

Date: 11-4-22