

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Miller Engineers, Inc. dba Souder Miller & Associates aka SMA (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. The Contractor shall provide on-call task ordered Design Professional services for the City in accordance with Request for Proposals 18/13/P, as stipulated in the attached Scope of Services (Exhibit A) and Contractor's Unit Rate Schedule (Exhibit B) and as stipulated herein, including, but not limited to design and associated services, land surveying, administrative approvals, permitting, bidding and construction administration of City of Santa Fe improvement projects.

B. All work shall be carried out by means of an approved Task Order utilizing the attached Task Order format (Exhibit C) together with the associated Contractor's price proposal and an approved Purchase Order issued to the Contractor.

C. All work shall be carried out under the purview of the Facilities Division or under the purview of other City divisions and departments as approved in writing by the Facilities Division Director and as fully documented, by the Contractor and/or such division or department representative, with the Facilities Project Administrator responsible for maintaining this procurement.

D. The Project Schedule associated with each Task Order, or portion thereof, may be extended or condensed by mutual written agreement of the Contractor and City.

E. If the Contractor's services under a Task Order are delayed or suspended in whole or part by the City for more than one (1) year for reasons beyond the Contractor's control, the Contractor's fee for remaining work shall be subject to equitable adjustment.

F. The Parties agree that the Contractor is principally responsible for performing technical plan and specification review, coordination, verifications of quantities and other necessary computations before submitting final documents to the City. If, in the City's review of plans and specifications and other associated documents, substantive technical errors and discrepancies are apparent, requiring the City to make detailed reviews of the Contractor's work, the Contractor agrees to deduct from their fee per Task Order at the rate of \$120.00 per hour for time spent by City Staff as necessary to correct and/or direct the correction of such errors and discrepancies.

G. The City shall issue to the Contractor a written Notice-to-Proceed along with a Purchase Order for each associated Task Order.

H. Task Orders shall be modified only by an approved Task Order Change Memo together with the associated Contractor's price proposal.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed a total of one hundred thousand dollars and zero cents (\$100,000.00), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City, whichever occurs last, and shall terminate no later than four (4) years from the effective date unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon thirty (30) days' written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and

its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval from the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the

City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the Contractor or its officers, employees or agents.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Facilities Division
2651 Siringo Rd. Bldg. "E"
Santa Fe, NM 87505

Contractor:
Miller Engineers, Inc. dba SMA
2904 Rodeo Park Drive East, Bldg. 100
Santa Fe, NM 87505

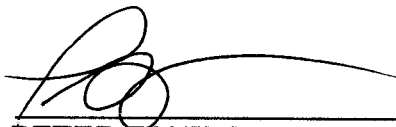
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: MAY 2, 2018

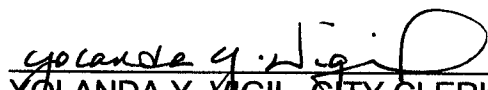
CONTRACTOR:


PETER FANT, PE, PRESIDENT,
PRINCIPAL-IN-CHARGE

DATE: 4/13/18

CRS# 02-040132-00-9
City of Santa Fe Business
Registration# 18-00031366

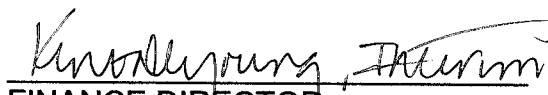
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 4/11/18

APPROVED AS TO FORM:

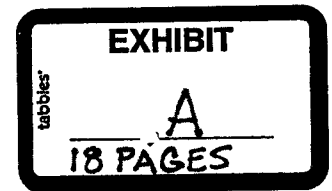

CITY ATTORNEY

APPROVED:


FINANCE DIRECTOR

Business Unit.Line Item
Varies

SCOPE OF SERVICES



A. BACKGROUND AND SUMMARY

The City of Santa Fe Facilities Development Section of the Public Works Department/Facilities Division requires on call professional design services to address small project development needs for a variety of City Facility, Parks and City owned property related improvement and renovation projects executed under the purview of Facilities Division.

Such needs may consist of, but are not be limited to, Basic Services including:

1. Programming
2. Site Evaluation and Planning
3. Schematic Design
4. Design Development
5. Construction Documents
6. Bid, Permit and City Approval Documents
7. Construction Administration
8. Studies, Tests and Analyses
9. Conditions Assessment Reports and Preservation Plans
10. Topographic, Boundary and Utility Surveys
11. Performance Specifications
12. Probable Construction Cost Estimates
13. Contracting of required design Sub-Consultants
14. Utility Engineering
15. Drainage Analysis
16. Geotechnical Investigations
17. Coordination with applicable authorities, agencies, stakeholders and authorized City Staff
18. Public involvement and notification processes as required or recommended
19. Interaction with and coordination of any review and approvals required by the Governing Body, committees and commissions

The Consultant shall be required to provide on call Professional Design Services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue a written Task Order to the Consultant detailing the services required. Upon receiving the City's request for services, the Consultant shall promptly provide the City with an estimated man-hour summary (or work-hour schedule), cost summary, and project schedule required to complete the assignment or task. Work-hour schedules may be compiled on a City of Santa Fe Facilities Work-Hour Schedule Form (see Exhibit 5 as an example) while cost summaries shall be compiled on a City of Santa Fe Facilities Design Services Cost Summary Form attached as Exhibit 6. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Consultant may be required to do some of the work in phases.

NOTE: At the City's discretion, multiple professional services agreements (i.e. contracts) with the Term of four (4) years may be awarded for the on call Professional Design Services described herein.

B. BASIC FIRM QUALIFICATIONS & REQUIREMENTS

1. Consultants shall clearly demonstrate they currently have the necessary professional expertise and experience, and sufficient staff and facilities for a project of this size. All work must be done by or under the direct supervision of Architects, Engineers, Landscape Architects and Surveyors registered to practice in New Mexico. The City fully anticipates the Consultant immediately begins work on project tasks with the notice to proceed and expediently completes the design work within an approved schedule. Consultants need to demonstrate environmental sensitivity in design, knowledge of city, state, and federal environmental requirements and the ability to work with the public in project development.

2. Consultants shall complete design requirements in accordance with applicable municipal, state and federal codes, laws and standards, including but not limited to those of the following: State of New Mexico, City of Santa Fe, New Mexico Department of Transportation (NMDOT), American Association of State Highway Transportation Officials (AASGTO), New Mexico Environment Department, the Army Corp of Engineers, 2010 ADA Standards for State and Local Government Facilities: Title II, 28 CFR 35.151, NMAC Title 14 (IBC 2015, Chapter 11, ICC A117.1-2009) and NMDOT/PROWAG, as applicable and all applicable consumer safety guidelines and equipment safety standards.

3. The City requires that the consultant's design and specifications employ materials and systems that are commonly available, in proper applications that have been time-tested in previous projects, considering ease of maintenance, durability and longevity of serviceability as primary factors. The consultant shall actively integrate public safety and accessibility as basic design parameters. Additionally, the consultant shall give consideration to minimizing opportunities for vandalism and graffiti and plan for ease of graffiti removal. All alternative systems, energy applications, equipment and systems must be proven time-tested in previous projects. The consultant shall seek as appropriate and take into account any recommendations made by authorized City Staff regarding all improvements. These requirements are intended to ensure public welfare, reasonable construction cost, and to minimize future repairs and maintenance costs.

4. Proposals shall address the Consultant's strategy and key staff to complete project assignments, their approach to coordinating the efforts of any sub-consultants on their team, and their previous experience with working with the proposed sub-consultants on previous projects.

5. Quality Control: Consultants shall provide detailed internal quality control procedures for verification of plans, quantities and cost estimates. The City will review plans for accessibility, accuracy regarding the intended scope of the project and provide necessary comments regarding functionality, durability and maintainability concerns. This review will be limited and is not intended as a full technical review. If the City deems it necessary to complete an extensive technical review, it will back charge consultants its actual costs. Errors and omissions will be the responsibility of the consultant. Consultants will not be liable for errors or omissions in owner furnished documents and data but shall immediately alert authorized City Staff when any deficiencies are found in such documents and data.

6. Timely Performance: The consultant shall adhere to the negotiated schedule and perform in a timely manner. The consultant is expected to submit deliverables on or ahead of schedule. The City reserves the right to assess liquidated damages stipulated in the agreement between Owner and the Design Professional for consultant's failure to meet specific, contracted, milestone dates. Milestone dates may include, but are not limited to, submission of Schematic Plans, submission of Design Development Plans, Final Design Plans and Bid Package including Construction Plans, Specifications and final Estimates.

C. OUTLINE OF SPECIFIC BASIC SERVICES TASKS

1. PROGRAMMING

- a. Environmental, Geotechnical, Drainage, Utility, Accessibility, Traffic, Development Impact, etc. studies, investigation and documentation
- b. Surveys, Mapping, Testing and Document collection
- c. Coordination with City, County and State agencies as required to assess project feasibility and approval requirements
- d. Design criteria development and code research
- e. Program development in conjunction the with the stakeholders
- f. Programming Reports, presentations, submittal for review and approval

2. SITE EVALUATION AND PLANNING

- a. Perform an initial investigation, with consideration of the needs indicated by the City, assessment of relevant Programming documents and in conjunction with the stakeholders involved in the planning process.
- b. Undertake and/or revise any necessary programming elements not covered under a previous programming phase.
- c. Evaluate the site and develop planning documents that identify and direct a clear, feasible and representative course of action to complete and maintain the consented scope of improvements identified under the initial investigation phase.
- d. Identify existing infrastructure, utilities and services available for extension and/or upgrade and any required new infrastructure and services needed to meet the Program criteria.
- e. Provide reports and presentations that analyze and provide options and recommendations incorporating all required measures for specific scopes and/or phases of work identified for development by the City, for review and approval and that include the following items at minimum:
 - 1) City, User groups and Community input and documentation
 - 2) Demand analysis of existing and proposed/future amenities and facilities
 - 3) Comprehensive integration of new services/amenities with existing functions, amenities, operations, budget and related planning
 - 4) Prioritization of demand and opportunities with budget cost/benefit analysis
 - 5) Phasing maps, charts, data and support materials

- 6) Analysis of service, operation and maintenance needs and impact
- 7) Implementation strategies based on budget and phasing needs, etc.
- 8) Detailed probable cost estimates

3. SCHEMATIC DESIGN – “30% DESIGN”

- a. Using approved programming and site evaluation and planning documents and/or agreed upon scope of improvements, the Design Professional shall prepare comprehensive Schematic Design documents with some detail and basic coordination of systems, describing the general construction and immediate surroundings layout, probable utilities systems, storm water drainage systems, types of materials envisioned, an analysis of the budget and probable costs associated with each area of work, volume or other unit costs, and the approximate dimensions of the areas.
- b. The schematic design documents shall include all customary elements, including but not limited to: overall site layout including all proposed elements, circulation and connectivity with accessibility strategy, lighting design options, geometrics, plan and profile sheets showing recommended horizontal and vertical alignment of the access roads and drives, typical sections, drainage requirements, slope limits, utility structures and systems and any relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as retaining walls and major drainage structures, building and systems plans and options, outline specifications and resource packet and a preliminary construction cost estimate by construction type. Project plans shall be prepared to the City's standards for general content and format, in a CAD version compatible with or full convertible to the City's current AutoCAD software version.
- c. Both passive and active solar features shall be included as reasonable and concurred upon by City Staff. Water conservation features shall be incorporated into the project per City and County code requirements as applicable.
- d. Schematic Design Review. Schedule and conduct the schematic design review. The review shall include the preparation of the schematic design review documents. The Consultant shall submit and distribute (1) full sized bound plan set printed to scale and (1) PDF set. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

4. DESIGN DEVELOPMENT - “60% DESIGN”

- a. The Design Development documents plans shall include development of approved schematic design documents with all customary elements, including but not limited to developed site plan with defined accessibility and public safety strategy, preliminary grading and drainage plans and profiles, field and pavement design, signage and striping plans for access roads/drives/parking lots, lighting plans, building and system plans with preliminary structural,

mechanical, plumbing and electrical drawings, preliminary landscaping design, sequence of construction, utility connection requirements and developed specifications.

- b. Revised cost estimate, by applicable construction phase, with value engineering review process and recommendations.
- c. Design Development Review. Schedule and conduct the design development review. The review shall include the preparation of the design development review documents. The Consultant shall submit and distribute (1) full sized bound set and (1) PDF sets. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

5. CONSTRUCTION DOCUMENTS – “90% DESIGN”

- a. Based on the approved 60% Plan Development & Preliminary Construction Documents, the Design Professional shall provide construction document set(s), which shall include, but are not limited to, fully coordinated plan information with accompanying fully coordinated specifications and revised construction cost estimate by construction type.
- b. The Construction Documents shall include significant detail and all customary elements, including but not limited to integrated site plans and details with coordinated grading and drainage plans and profiles, field and pavement details, lighting details, fully developed building and systems plans and details with integrated structural, mechanical, plumbing and electrical drawings, landscaping drawings, integrated utility service and systems drawings and detailed, integrated specifications. See Section E.9 for detailed requirements.
- c. Value engineering modifications
- d. Revisions to probable cost estimates
- e. Coordination of any required regulatory approvals
- f. Construction Documents Review. Schedule and conduct the Construction Documents review. The review shall include the preparation of the Construction Document review documents. The Consultant shall submit and distribute (1) full sized bound set and (1) PDF sets. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

6. BIDDING, PERMITTING and CITY APPROVAL DOCUMENTS - “100% DESIGN”

- a. The Consultant shall submit 100% final construction documents, including all revisions from the 90% review set, with final specifications and estimates and all related documents to the City of Santa Fe. The final design package shall include (1) full-size original set of bid ready plans (36”x 24” or 30”x42”) and (1) PDF set with all plan pages and specification manual cover page sealed by the Design Professional and/or qualified Staff or Consultants and shall include

on the title page, a signature block of approved City signatories as applicable for each project.

- b. Provide assistance to City Staff in the development of bid documents and with the construction bidding process.
- c. Provide Contract Documents required for permitting.
- d. Provide Construction Documents suitable for bidding.
- e. Assist the City in obtaining competitive bids including but not limited to distributing bid documents, organizing and attending meetings, taking minutes, recording and distributing meeting attendance lists and the like, fielding RFI's, developing addenda and in executing the construction contract(s) to complete the determined scope(s) of work.
- f. Write draft addenda for City use in issuing addenda.
- g. Provide Construction Documents for all approvals required by the City.
- h. Assist with the bidding and contracting process for all constructions phases.
- i. Assist and coordinate with City Staff to acquire all applicable City approvals.
- j. Submit all required Permit Documents to applicable permitting authorities for approval along with any associated plan review fees.
- k. Coordinate documents for all applicable approvals and permitting with associated fees. The Consultant shall consider pre-permit meetings and submittals as allowed to help minimize any rejections.

7. CONSTRUCTION ADMINISTRATION

- a. Provide full Construction Administration services covering the entire scope of construction in conjunction with authorized City Staff.
- b. The Consultant shall provide construction administration services throughout the construction, close out and warranty period including, organization and attendance of preconstruction meetings, progress meetings, site visits to assess work progress and adherence to the construction documents, review of and any required action on all submittals, change requests, requests for information and payment applications, etc. and provide advisement and consultation to authorized City Staff as determined necessary by the City of Santa Fe Project Administrator (PA) regarding any required or other deviations from the original contract documents performed by the contractor.
- c. The construction phase will commence with the award of the construction contract and continues until the warranty inspection and report is submitted by the Consultant and approved by the City. The Consultant shall be the agent of the City during the construction phase and shall advise and consult with the City Project Administrator regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions, and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.

8. STUDIES, TESTS & ANALYSES

- a. Structural analysis
- b. Project feasibility studies

- c. Probable cost projections for budgeting
- d. Soils tests (by subcontract as required) and analysis and recommendations based on results
- e. Roofing, flooring, building system core tests (by qualified party) and analysis and recommendations based on results
- f. Hazardous materials and substances abatement tests (by subcontract as required) and analysis and recommendations based on results
- g. Other studies, tests and analyses as deemed suitable on a project by project criteria basis.

9. CONDITIONS ASSESSMENT REPORTS AND PRESERVATION PLANS

- a. Building physical condition analysis for Historic and non-Historic buildings and other City infrastructure.
- b. Comprehensive preservation recommendations and plans for Historic and non- Historic buildings and other City infrastructure

10. PERFORMANCE SPECIFICATIONS

- a. Provide performance specifications as required for small projects not requiring full plans and/or permitting.

11. PROBABLE CONSTRUCTION COST ESTIMATES

- a. Provide estimates of probable construction cost prepared by an American Society of Professional Estimators (ASPE) Certified Professional Estimator (CPE) or Association for the Advancement of Cost Engineering International (AACEI) Certified Estimating Professional (CEP) or by a Design Professional licensed by the State of New Mexico with comparable cost estimating experience (10 years minimum with three (3) references of recent projects demonstrating proof of proficiency in estimating means and methods and evaluation of current market trends).

12. CONTRACTING OF REQUIRED DESIGN SUB-CONSULTANTS

As required, or in the interest of best practices, contracting of sub-consultants by the Prime Design Professional shall include, but is not limited to, the following professionals and services:

- a. Architects
- b. Professional Engineers
- c. Landscape Architects
- d. Professional Surveyors
- e. Environmental Specialists
- f. Geotechnical Services
- g. Archeological Services
- h. Materials and Systems Testing Services
- i. Hazardous Materials Testing and Abatement Services
- j. Specialty Design Services (irrigation, sports, furnishings, interior design, etc.)

The Design Professional shall not subcontract any portion of services to be performed under the Professional Services Agreement (Exhibit 8) without the prior written approval from the City.

13. TOPOGRAPHIC, BOUNDARY AND UTILITY SURVEYS

- a. See Section E.

14. UTILITY ENGINEERING
 - a. See Section E.
15. DRAINAGE ANALYSIS
 - a. See Section E.
16. GEOTECHNICAL INVESTIGATIONS
 - a. See Section E.
17. ENVIRONMENTAL INVESTIGATIONS
 - a. See Section E.
18. COORDINATION WITH APPLICABLE AUTHORITIES, AGENCIES, STAKEHOLDERS AND AUTHORIZED CITY STAFF
 - a. See Section E.
19. PUBLIC INVOLVEMENT AND NOTIFICATION PROCESSES AS REQUIRED OR RECOMMENDED
 - a. See Section E.
20. INTERACTION WITH AND COORDINATION OF ANY REVIEW AND APPROVALS REQUIRED BY THE GOVERNING BODY, COMMITTEES AND COMMISSIONS
 - a. See Section E.

D. ADMINISTRATIVE TASKS & REQUIREMENTS

The Scope of Services shall include as part of the Basic Services, the following tasks and requirements, provided by the consultant in accordance with the applicable criteria, as detailed herein and under the usual and customary scope of basic professional design services required to complete a project, as applicable for each project:

1. All requisite coordination with City of Santa Fe (City) Project Administrator (PA), other authorized City Staff, stakeholders and any other associated contractors and vendors to insure the completion of comprehensive, warranted systems per the agreed upon project scope and in accordance with the construction documents and all applicable local codes.
2. Conduct strategic start-up meeting with the project team including key City Staff to confirm scope, schedules, deliverables, communications procedures and channels and the project team meeting schedule.
3. In collaboration with the City and stakeholders, the consultant shall conduct any initial assessments and evaluations required for comprehensive planning, undertake all information gathering, goal setting and summarization, assessments, presentations, focus group discussions and feedback assessment and integration in preparation for the applicable Scope of Services.
4. Meet with City Staff and stakeholders to determine fiscal, dimensional and operational requirements and preferences.
5. Review sites and/or existing facilities, including visual inspection of critical elements to itemize and record existing conditions and specific needs, take photographs and measurements and gather any other information, perform investigations, provide for sampling or testing and

associated fees as deemed necessary by the design professional, sub-consultants or City to assess the applicable design criteria, recommended construction scope and to complete the required construction documents.

6. Provide design strategy and construction budgeting recommendations to authorized City Staff, and, as appropriate, to stakeholders regarding all conclusions made under an evaluation.

7. Consult with authorized City Staff to determine the exact scope of improvements based on evaluation findings.

8. Provide a preliminary detailed design services schedule including the anticipated timeline to completion of each document set for the related phase or scope and work with the City to determine exact schedule and deadlines for review and final documents.

9. Work with authorized City Staff to itemize and gather all available existing conditions information, plats, surveys, facility plans, etc. required to complete the design, construction documents and permit packet.

10. Provide other necessary surveys, plans, etc. and develop construction documents suitable for bid, permit and contract stamped and signed by the required New Mexico licensed design professionals covering the scope of services and complying with all applicable current codes adopted by the City, County and State of New Mexico.

11. Provide the City with hard copy full sized sets of as-designed and as-constructed record drawings and electronic files of all record drawings and specifications. The drawings shall be submitted in AutoCAD format (version 2015 or earlier) in a print ready state and in PDF format with each drawing sheet as a separate file, all labeled to clearly indicate the sheet number. Drawings shall be created in a vector based drafting program. If the Consultant utilizes a program other than AutoCAD, the drawing files shall be uniformly and completely converted as necessary with all information intact and readily manipulated in the AutoCAD format. This submittal shall be a requirement of final payment in full for the scope of design services.

12. Provide for all required document, scope and associated approvals.

13. Schedule and attend all design and construction progress meetings

14. Schedule and coordinate site visits and walk-throughs

15. Schedule and coordinate and act as Owner's agent at all Public meetings

16. Schedule, coordinate and act as Owner's agent at all meetings with concerned stakeholders, bureaus, agencies and departments

17. Provide for all document processing and filing and associated fees including Permit Reviews (Construction Contractor will provide for construction permitting fees).

18. Prepare displays and other information for and lead public meetings including ENN meetings as required.

19. Write meeting agendas, coordinated with City Staff as appropriate

21. Write design review reports

22. Write design team meeting reports (minutes)
23. Distribute all reports, plans and documents
24. Draft and coordinate plan and specification revisions
25. Provide monthly status reports for design, utility, environmental, and construction items, concerns and progress
26. Provide periodic progress presentations to the City, local elected officials and outside agencies or authorities (e.g. User groups, City Staff, Department & Division Directors, City Council, City Committees, County, State and Federal authorities, other interest groups or agencies, etc.)

E. SPECIFIC TASK DETAILED REQUIREMENTS

1. SURVEYING & MAPPING

- a. The Surveyor shall meet with the City Project Administrator at each site to field verify the exact survey area limits prior to starting work. Having field verified the survey areas and after obtaining all the necessary records and field data, the Surveyor shall delineate all pertinent survey data and information for these areas (i.e. existing right-of-way limits, property lines, monuments, structures, and all items listed under item b. below).
- b. Topographic Surveys: The New Mexico Professional Land Surveyor shall provide one (1) review plan set to scale. After review and administrative approval, provide one (1) 24"x36" stamped mylar original, two (2) 24"x36" bond copies, one (1) ACAD 2015 or earlier .DWG file and one (1) PDF file of a land survey including the following:
 - 1) Recorded metes and bounds of the property
 - 2) Property lot name or number and acreage
 - 3) Ground elevations in contour increments of one foot
 - 4) Tie survey to existing or set monuments recognized by the City of Santa Fe on or near the project location.
 - 5) Location of all existing, substantial natural and man-made surface features, buildings, structures and anchored signs and equipment inside the area of the property or portion thereof including all visible features of overhead and underground utilities, walls and fences
 - 6) Spot elevations noted on corners, centers, etc. of all man-made features in or near the ground plane, including culvert inverts
 - 7) Surface drainage flow lines
 - 8) Any overhead features in the property or frontage
 - 9) All substantial trees in the area of proposed work, flagged & numbered, demonstrating species and accurate drip line diameter

- 10) Control points and property corners indicated on the survey plat and clearly marked & flagged in the field
 - 11) All field shots and data included in the ACAD file and on separate layers.
 - 12) Stamped and signed original survey drawings at no smaller than 1:50 scale, oriented north or east and the associated digital CAD file compatible with AutoCAD 2015.
 - 13) Any other information required to meet or exceed the Minimum Standards for Land Surveying in New Mexico set forth by the New Mexico Board of Registration for Professional Engineers and Surveyors effective latest publication.
- c. Boundary Surveys: The New Mexico Professional Land Surveyor shall provide one (1) review plan set to scale. After review and administrative approval, provide one (1) 24"x36" stamped mylar original, two (2) 24"x36" bond copies, one (1) ACAD 2015 or earlier .DWG file, one (1) PDF file. If requested as part of this service the Surveyor shall file the record plat with the office of the Santa Fe County Clerk. The survey scope of work shall include the following:
- 1) Compile recorded documents such as deeds, plats and previously recorded surveys as filed with the office of the Santa Fe County Clerk or other jurisdiction.
 - 2) Gather physical evidence at the site of the boundary survey property and search for and collect the location of found metal corner monuments, as well as note the missing corner monuments and other physical boundary markers or objects.
 - 3) Assist the Owner with the development of a title inspection report, as required.
 - 4) Compute and reconcile the differences between found evidence and recorded evidence to accurately define the limits of the subject property.
 - 5) Indicate extent of all easements, encroachments and rights-of-way.
 - 6) Set, reestablish or recover any new or missing corner monuments.
 - 7) Confer with the Owner regarding any irregularities or deviations and offer recommendations for a course of action.
 - 8) Complete a detailed plat drawing and legal description suitable for recording shall be made showing the parcel dimensions as well as found and set corner monuments. At the Owner's request, the Surveyor shall prepare and file the boundary survey with the County Clerk's office for recording.

2. UTILITY ENGINEERING

- a. Utility Investigations and Documentation: Identify existing utility infrastructure and services available for extension and/or upgrade and any required new infrastructure and services needed to meet the objectives identified in the Initial Investigation and Coordination.
- b. Subsurface Utility Engineering & Project Utilities: The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the project limits of City proposed construction projects. Such SUE effort may include all necessary records research, field investigations (designation), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems for this project and for other planned developments in the immediate area. After identifying utility locations the Consultant shall map utility locations onto plans and profile sheets and aerial photographs. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE consultants.

3. DRAINAGE ANALYSIS

- a. The Consultant will be required to evaluate the necessary level effort for floodplain evaluation and drainage engineering analysis and design needed considering the scope of this project. This may include, but is not limited to evaluation of flows, FEMA/FIRM base flood elevations and floodplain management related issues (i.e. CLOMR/LOMR, etc.), recommendations for erosion/scour protection, and recommendations for the replacement of existing affected drainage structures or addition of new structures in the immediate area.
- b. The drainage report will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any problems. The Consultant shall submit four (4) copies of a "Draft" Drainage Reports for review and comment by City staff. Upon addressing comments from City staff, the consultant shall furnish the City with four (4) bound final Drainage Reports.
- c. The Drainage Report shall include:
 - a. Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
 - b. Discussion of soil types
 - c. Vegetation and land use distribution
 - d. Curve number or rational formula "C" calculations
 - 5) Time of concentration calculations
 - 6) Drainage area topographic map with existing structures inventory
 - 7) Drainage areas
 - 8) Design discharges and corresponding physical properties. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, storm water quality enhancement and meet all floodplain management criteria.
 - 9) CME's required to construct the structures

- 10) Summary table of recommended drainage structure sizes and types, and identification of sources used in the analysis
 - 11) Preliminary erosion protection and energy dissipaters design and preliminary details
- d. Floodplain issues shall be addressed completely to assure the project is in compliance with all applicable federal, state and City of Santa Fe regulations.
 - e. A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.
 - f. In preparing the Drainage Report, the Consultant shall perform, on all major structures or channels, a hydraulic analysis using the appropriate (HEC-2, HECRAS or WSPRO) computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); floodplain maps & profiles, inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Consultant shall prepare and submit a Notice of Intent (NOI) groundwater application, as may be required. If Section 401 and 404 applications are required, the Consultant shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation, as applicable.
 - g. The Consultant shall prepare a storm water pollution prevention plan (SWPPP) and submit a Notice of Intent (NOI) to the Environmental Protection Agency on behalf of the City. The Consultant shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.
 - h. Permits: If the project is located in a designated flood hazard area, the consultant shall determine if and prepare all applications for permits required on the project. The consultant shall prepare any submittals needed for Letters of Map Change that may be required based upon the final design and/or construction as appropriate.
 - i. The Consultant shall use the NMDOT "Drainage Manual - Volume 1, Hydrology", current edition, "Drainage Manual - Volume II Hydraulics, Sedimentation and Erosion", current edition, and "National Pollutant Discharge Elimination System Handbook", current edition, and all relative FEMA documents for methodologies and references needed in preparation of the Drainage Report.

4. GEOTECHNICAL INVESTIGATIONS

- a. **Geotechnical Services – General:** The Consultant may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Schematic Design. This may include, but is not limited to, geotechnical investigations and laboratory testing sufficient to assemble construction details.

The City may elect that the Consultant provide geotechnical services as defined below:

Geotechnical Investigation and Laboratory Testing

Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation.

Geotechnical Design Recommendations

Final design recommendations shall address some or all of the following:

- a. Stabilization/densification of unsuitable embankment or native soils
- b. Slope stability/steepened slope design
- c. Mitigation of settlements
- d. Rock excavation and blasting requirements
- e. Maximum cut slope angles in soil and rock
- f. Suitability of foundation soils or rock to support the road and light poles and shade structures included in Phase I scope of work.
- g. Shrink and swell factors of earthwork
- h. Groundwater affecting the project/need for cut-off trenches
- i. Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

Geotechnical Report

The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway, including final pavement design. Three (3) copies of this report shall be submitted to the City in conjunction with the Schematic Design Plans.

Approach Embankment Analysis

Approach embankments shall be analyzed for long term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils. Requirements for stabilization of unsuitable subsoil's will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.

5. ENVIRONMENTAL INVESTIGATIONS

- a. Environmental Investigations and Documentation: The Consultant shall determine the environmental level of effort and prepare environmental clearance documents, if necessary (see "NOTE" below). Prepare required environmental and/or biological reports as appropriate, including permit application submittals (i.e. NPDES, 401, 404, etc.) Reports must be prepared by qualified environmental and natural resource personnel. The Consultant

will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental or biological reports shall be prepared in accordance with applicable guidelines and regulations. The following list outlines tasks that may be required for project assignments:

- 1) Review the most recent list of federal endangered and threatened species in Santa Fe County to determine the potential presence of any listed species in the project vicinity, as required under the Endangered Species Act.
- 2) Conduct a biological survey and prepare a biological memorandum.
- 3) Conduct jurisdictional wetland determination and delineation, and if necessary, provide a report for regulatory agency review and approval.
- 4) Coordinate with the US Army Corps of Engineers and New Mexico Environment Department.
- 5) Complete a US Army Corps of Engineers Nationwide Permit Application form.
- 6) Submit the biological technical reports to the City of Santa Fe for review and incorporate any requested revisions. Submit the appropriate number of final documents and attachments to the City of Santa Fe.
- 7) Public involvement, including meetings and preparation of comment forms.
- 8) Noise, air and lighting technical analyses.
- 9) Impacts to prime or unique farmlands or farmland of statewide or local importance.
- 10) Biological or hazardous materials issues.
- 11) Provide FONSI Request and documentation

All reports submitted to the City are subject to City approval before investigations are accepted as complete.

NOTE: National Environmental Protection Act (NEPA) requirements will be determined by the Consultant in coordination with the City.

6. COORDINATION WITH APPLICABLE AUTHORITIES, AGENCIES, STAKEHOLDERS AND AUTHORIZED CITY STAFF

- a. The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, federal (ex. US Army Corp of Engineers, US Fish & Wildlife), state (ex. NMED), City (all departments/divisions/committees as required), PNM, and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.
- b. This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

- c. The appropriate agencies, and other interested groups will be contacted by the Consultant to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental documentation, as necessary.

7. PUBLIC INVOLVEMENT AND NOTIFICATION PROCESSES AS REQUIRED OR RECOMMENDED

- a. The Consultant shall be responsible for the implementation and cost of a public meeting, including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination and interviews; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the required City staff, general public, or agency involvement that may be required before, during or after the public meetings.
- b. If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings) including any amendments to this section of the code subsequently approved by the City Governing Body, published, codified and under enforcement by the date of any required application to this project.

8. INTERACTION WITH AND COORDINATION OF ANY REVIEW AND APPROVALS REQUIRED BY THE GOVERNING BODY, COMMITTEES AND COMMISSIONS

- a. Provide the appropriate documents for each required project review or approval.
- b. Attend project review and approval meetings and act as the Owner's Agent as appropriate and/or required.
- c. A courtesy review by the City Engineer with the Land Use Department of all 60% design documents, terrain management and lighting design may be required and be provided for and coordinated by the Design Professional of record in conjunction with the City Project Administrator.

9. CONSTRUCTION DOCUMENTS – DRAWINGS REQUIRED IN 100% PLAN SET

A. General

- a) Title sheet w/ City information, vicinity map and sheet index
- b) Project layout sheet
- c) Summary of quantities

- d) General notes, design data, abbreviations and incidental items
- e) Environmental Concerns and Mitigation Measures
- f) Surveys and plats
- g) Traffic Plan with Warning Signs
- h) Project Signage
- B. Civil
 - a) Typical sections
 - b) Typical details
 - c) Demolition plans
 - d) Quantities
 - e) Curb and gutter layout
 - f) Erosion and sediment control
 - g) Grading plans
 - h) Grading profiles
 - i) Drainage plans and details
 - j) Structural sections
 - k) Applicable Utilities and systems plans and details
 - l) Paving, Signage and striping plan and details
- C. Architectural
 - a) Comprehensive building plans, details, schedules and diagrams
- D. Structural
 - a) Comprehensive building plans, details schedules and diagrams
 - b) Lighting mast plans, details, schedules and diagrams
 - c) Other incidental structural documents
- E. Mechanical
 - a) Comprehensive building plans and details
 - b) Applicable utilities and systems plans, details, schedules and diagrams

F. Plumbing

- a) Comprehensive building plans and details
- b) Applicable utilities and systems plans, details, schedules and diagrams

G. Electrical

- a) Comprehensive building plans and details
- b) Applicable utilities and special systems plans, details and diagrams
- c) Lighting plans, details, schedules and diagrams (Lighting should be designed to minimize night sky pollution.)

H. Fire Protection & Special Systems

- a) Comprehensive building plans and details
- b) Applicable Utilities and systems plans, details and diagrams including Tel/Data infrastructure

I. Landscape Plans

- a) Overall and enlarged site plans and details
- b) Landscaping plans and details
- c) Irrigation plans and details (Irrigation control should be compatible with Irritrol Centralized Control including Motorola HF Standard. Preferred equipment: Hunter heads and Irritrol Valves.)

J. Other Plans as required.

Souder, Miller & Associates
Labor Classifications and Rates
Project Number:

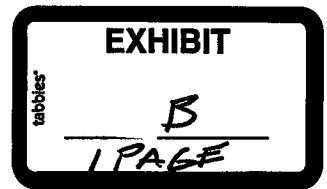


EXHIBIT 6

Job Description	Direct Labor/Hour	Overhead (193%)	Profit (10%)	Fully Loaded Rate
Principal	\$71.17	137.36	\$20.85	\$229.38
Transportation Design Manager	\$63.75	123.04	\$18.68	\$205.47
Senior Engineer II/ ITS Project Manager	\$60.01	115.82	\$17.58	\$193.41
Senior Engineer I	\$45.54	87.89	\$13.34	\$146.78
Project Engineer II	\$40.66	78.47	\$11.91	\$131.05
Project Engineer I	\$34.55	66.68	\$10.12	\$111.36
EIT II	\$32.77	63.25	\$9.60	\$105.62
EIT I	\$29.82	57.55	\$8.74	\$96.11
Technician V	\$36.16	69.79	\$10.59	\$116.54
Technician IV	\$30.23	58.34	\$8.86	\$97.43
Technician III	\$27.62	53.31	\$8.09	\$89.02
GIS Program Manager	\$40.86	78.86	\$11.97	\$131.69
GIS Specialist II/Application Designer	\$50.75	97.95	\$14.87	\$163.57
GIS Specialist I	\$37.27	71.93	\$10.92	\$120.12
Construction Observer II	\$25.88	49.95	\$7.58	\$83.41
Construction Observer III	\$29.40	56.74	\$8.61	\$94.76
Construction Observer IV	\$36.24	69.94	\$10.62	\$116.80
Senior Survey Manager	\$66.63	128.60	\$19.52	\$214.75
Project Survey Manager II	\$42.12	81.29	\$12.34	\$135.75
Survey Field Tech I	\$17.32	33.43	\$5.07	\$55.82
Survey Field Tech II	\$22.00	42.46	\$6.45	\$70.91
Survey Field Tech III	\$24.70	47.67	\$7.24	\$79.61
Survey Field Tech IV	\$30.00	57.90	\$8.79	\$96.69
LIST II	\$29.21	56.38	\$8.56	\$94.14
Project Assistant (Mgt or Financial)	\$27.95	53.94	\$8.19	\$90.08
Admin	\$17.57	33.91	\$5.15	\$56.63

CITY OF SANTA FE



TASK ORDER # TBD

**RFP '18/13/P, ON CALL PROFESSIONAL DESIGN SERVICES
BETWEEN \$5,000.01 and \$50,000.00 EXCLUSIVE OF
APPLICABLE GROSS RECEIPTS TAX**

TASK ORDER PROPOSAL DUE:

TBD day, TBD month TBD day, TBD year - 3:00 P.M.

Attention:

Jason M. Kluck, Facilities Division Project Administrator

2651 Siringo Road, Bldg. E

Santa Fe, NM 87505

Phone #955-TBD FAX #955-5969

Email: TBD@santafenm.gov

STATEMENT OF WORK

1. PURPOSE

(Indicate project title and very brief project description.)

2. BACKGROUND

(Provide background for the Task Order. Outline why the Design Professional is appropriate firm for this project. Define the major user groups.)

3. PROJECT SCOPE NARRATIVE

(Provide scope of work for Task Order in general terms)

Scope Statement

"The scope of this task order is for the Design Professional to provide..."

4. REQUIREMENTS & PERFORMANCE OBJECTIVES

The Design Professional shall provide for and retain Personnel and Sub-Consultants possessing the following skills, knowledge and licensure:

(Add specific disciplines, skills and knowledge required for the project here)

The Design Professional shall perform the following tasks:

(Use this section to outline the required Basic Services Tasks as per the list of possible tasks in the RFP Scope of Work)

5. PROJECT CONSTRAINTS

(Provide budget, schedule, format and technical constraints, etc. Indicate the Design Professional's responsibilities and also work that is explicitly not their responsibility)

6. ROLES & RESPONSIBILITIES

Design Professional TBD:

(Add specific roles here, and specific administrative needs, as indicated under Administrative Tasks and Requirements in the RFP, that will be required of the Design Professional for this project)

Project Manager:

(Add specific roles here)

Stake Holders TBD:

(Add specific roles here)

Others TBD:

(Add specific roles here)

7. OPERATIONAL REQUIREMENTS

(Add all available preliminary programmatic information, exhibits and an operational requirement narrative {expanded Scope Narrative from #3 above})

8. DELIVERABLES

(Add specific details here)

Sample Language on Deliverables

"The Design Professional is required to provide the following deliverables within timeframes indicated in the proposed work plan and as accepted by the Owner":

Deliverables Table *(with examples)*

Design Phase or Task	Deliverable	Approval Requirements	Delivery Method
Master Planning	Master Plan Document	City Council Approval	Digital document and ten (10) bound color originals
Early Neighborhood Notification meeting (ENN)	Prepare and distribute public notice mailers and boards Organize and lead Public Meeting with stenographer	Per Land Use & PM determination and regulations	As required by regulation Presentation with slide show & applicable 24x36 presentation board displays

9. REVIEW & ACCEPTANCE

(Add specific details applicable to review of deliverables and acceptance process, as per RFP.)

10. TRAVEL & OTHER DIRECT COSTS

(Add specific details and contract language here)

11. TERMS & CONDITIONS

(Add specific details, milestone dates, contract administration details, etc. and any additional contract language needed for the project, above and beyond that in the PSA)

Period of Performance (POP)

(Add outline schedule and specific timeframe details)

Place of Performance

(Add specific project address details)

12. PAYMENT & INVOICING PROCEEDURES

Content of Invoice

(Add specific requirements regarding PO #, Schedule of Values, etc.)

Close-out Procedures

(Add close-out documents required for final payment, or as per RFP)

13. HOURS & COST

(Insert Design Professional's Unit Rate Schedule)

14. NOTICES

(indicate required City approvals, notices and associated documents that the Design Professional will receive)

15. CHANGES

(Per PSA)

16. APPROVAL SIGNATURES

CONTRACTOR:

TBD NAME & TITLE

DATE

CRS# TBD

City of Santa Fe Business Registration# TBD

CONTRACT #

DEPARTMENT DIRECTOR:

TBD NAME & TITLE

DATE

DIVISION DIRECTOR:

TBD NAME & TITLE

DATE

PROJECT ADMINISTRATOR:

TBD NAME & TITLE

DATE

The Design Professional shall not begin performance under this Task Order prior to completion of approval signatures and receipt of the Official Notice-to-Proceed accompanied by a Purchase Order.

Business Unit.Line Item