

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Wilson and Company, Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform engineering services for the City in accordance with all provisions of its Cooperative contract with the Cooperative Educational Services (CES) and in connection with the design of intersection improvements at Montezuma Avenue and Sandoval Street the following work:

- 1) Topographic and existing right-of-way determination survey;
- 2) Early Neighborhood Notification process; and
- 3) Preliminary and final design plan sets.

B. Performance Measures.

Contractor shall substantially perform the following Performance Measures: As detailed in Exhibit "A" attached hereto and incorporated herein.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed per deliverables such compensation not to exceed seventy-three thousand nine hundred ninety dollars and zero cents (\$73,990.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$5,826.71) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed seventy-nine thousand eight hundred sixteen dollars and seventy-one cents (\$79,816.71).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were

delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Cooperative Educational Services within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Payment shall be made in accordance with the Engineering Cost Summary for each phase, Exhibit "B", attached hereto.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on October 26, 2022 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this

Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property

damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

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

To the City: Sarah Anderson, Public Works Department, Roadway and Drainage Section,
P.O. Box 909, Santa Fe, NM 87505

To the Contractor: Wilson and Company, 4401 Masthead Street NE, Suite 150,
Albuquerque, NM 87109

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 6/28/19

CONTRACTOR:

Wilson and Company

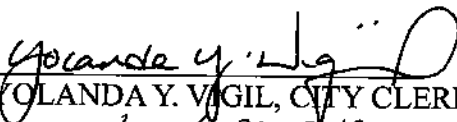

Mario Juarez-Infante, Vice President

DATE: 7.17.19

CRS# 02-357658-00-8

Registration # 19-00123166

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6.26.2019

APPROVED AS TO FORM:

 5/8/14
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR 

32827.572960
Business Unit Line Item

Exhibit A



Arizona
California
Colorado
Florida
Kansas
Missouri
Nebraska
New Mexico
Oklahoma
Texas
Utah

March 21, 2019

Sarah Anderson, P.E.
Engineer Supervisor – Roadway and Drainage
City of Santa Fe
500 Market Street, Suite 200
Santa Fe, New Mexico 87501

Re: **Scope of Work for Montezuma Avenue/Sandoval Street Intersection**

Dear Ms. Anderson,

Wilson & Company, Inc. is pleased to present this scope of work for the design of the proposed signal located at the intersection of Montezuma Avenue/Sandoval Street. We have developed a scope of work that will provide for topographic survey, existing utility designation and records research, new intersection signalization, geometric bulb-outs, improved ADA upgrades, intersection street lighting, permanent signing and striping, temporary traffic control, and coordination. Exhibit 'A' provides the approximate project limits. Our scope of work includes the following:

Project Kickoff

To begin the project, an initial kickoff meeting will be held with the City of Santa Fe to review the detailed scope of work, stakeholders, anticipated coordination, and schedule. Presently, we understand no construction funding has been secured; however, HSIP, TPE or other forms of federal, state, and local funding may be used.

Topographic and Existing Right-of-Way Determination Survey

Wilson & Company Surveying department will perform the topographic survey as well as the right of way survey for this project. We will call NM 811 to have utilities designation for the project limits. We will utilize our robotic station in order to have accurate and precise elevations on the existing surface and planimetric features for the project. We have assumed to survey in all directions from the intersection of Montezuma Ave. and Sandoval St. per Exhibit 'A'.

We will establish the right of way for the intersection in all four direction per Exhibit 'A'. We will not prepare any easements or right of way mapping at this point as proposed right-of-way determination, if any, will be identified following preliminary design.

Early Neighborhood Notification

Wilson & Company will comply with the City of Santa Fe's Early Neighborhood Notification (ENN) process. ENN is intended to provide for an exchange of information between those proposing developments and nearby residents and property owners in affected neighborhoods before the plans for a proposed development become too firm to respond meaningfully to community input and before changes to a proposed development might cause major financial losses to a development applicant. The application attached herewith as Exhibit 'C', includes the checklist below.

No construction funding is identified at the moment, therefore, the Environmental level of effort is not clearly defined. It is anticipated that we will prepare environmental level of effort form and request a Programmatic CE as the roadway improvements are surface related, less than 24" in depth, disturbance.

Submittals Checklist

In order to schedule an ENN meeting, the following items must accompany the completed *Request for Staff Attendance Form*

- ☐ County Parcel Map depicting properties within 300 feet of property's perimeter – *Available from County Assessor's Office, 102 Grant Avenue*
- ☐ ENN Notification Guidelines (Completed)
- ☐ Legal Lot of Record (Plat) Information indicating current ownership
- ☐ Mailing Log
- ☐ Mailing, Emailing & Posting Affidavit of ENN Notice
- ☐ Owner Authorization Letter
- ☐ Request for Staff Attendance
- ☐ Draft Notice Letter
- ☐ Santa Fe Public Schools Notification Form
- ☐ Site Plan
- ☐ Vicinity Map

Design and Construction Plan Set (Preliminary Design & Final Design)

The design of the plan set from 65% complete up to the Final Plans will be completed and will include the following:

- Cover sheet, vicinity map sheet, index of sheets, standard drawings index, summary of quantities sheet, general notes sheet, and construction cost estimate.
- Intersection geometry plan, which will include ADA wheelchair ramps and sidewalk reconstruction.
- Traffic control sheets per NMDOT standards.
- Permanent signing and striping sheets.

- Signal design per NMDOT standards (and appropriate COSF Standards), which will include a plan view of the intersection with proposed signal locations, conduit and wiring tables, and function charts.
- Utility Coordination with utility owners (Level D), including PNM Electric to determine source of power.
- Submit to City of Santa Fe Traffic for 65% Review, attend meeting, and address comments.

Following the 65% complete review, all comments will be addressed and the plan set will be finalized to await PS&E Review.

Planning & Design Schedule

Below is a schedule based on working days, excluding holidays and weekends. We assume 10 working days for City review and comments. Also, the Existing R-O-W Determination requires a title search, which will take 3-4 weeks and reflected in the schedule below with the combined topographic survey.

- | | |
|--|---------|
| ● Project Kick-off | 1 day |
| ● Topographic and Existing Right-of-Way Determination Survey | 30 days |
| ● Early Neighborhood Notification | 2 days |
| ● 65% Plans & Estimate | 30 days |
| ● City Review | 10 days |
| ● 100% (unsealed) Plans, Specifications & Estimate (PS&E) | 20 days |
| ● Signed and Sealed PS&E | 5 days |

The following exclusions are made until such time that construction funding is identified:

- NMDOT certifications
- SUE Quality Level 'A' and 'B' (private locating company locating and mapping using non-destructive potholing)
- Drainage Analysis
- Geotechnical Investigation
- Pavement Design
- TCP's or ROW Maps
- Construction Letting/Bidding
- Construction Management



The project may be completed at a lump sum fee of **\$79,816.71 (including NMGRT)**. Fee breakdown is provided in Exhibit 'B'. Should you have any questions please do not hesitate to contact at 505.715.2541 or office no. 505.348.4000.

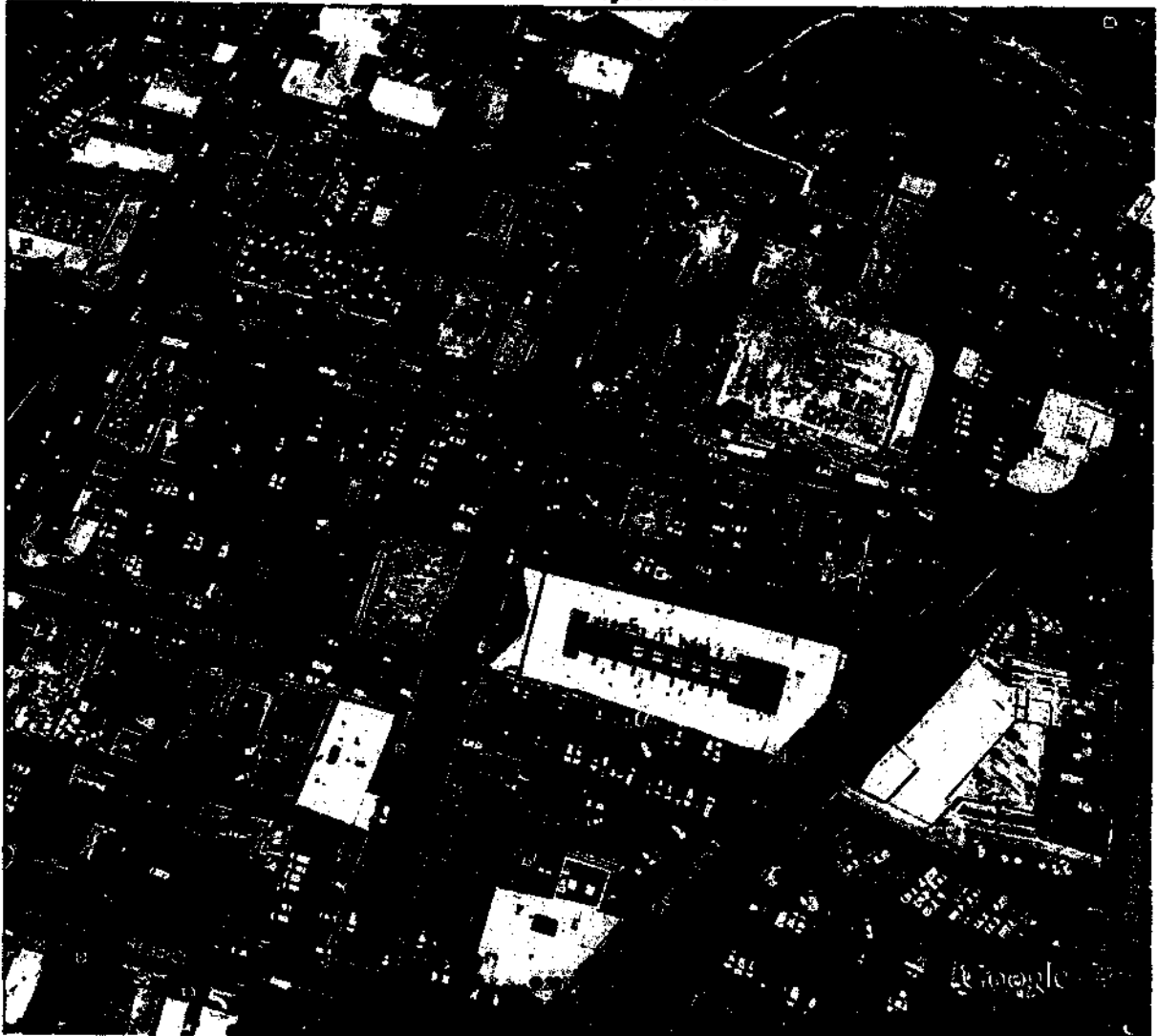
WILSON & COMPANY, INC. ENGINEERS & ARCHITECTS

A handwritten signature in black ink, appearing to read "M. Juarez-Infante".

Mario Juarez-Infante, PE
Vice President

Cc: Tom Van Etten, PE/PTOE – Wilson & Company

Exhibit 'A' – Project Limits



Fee Proposal Montezuma Avenue/Sandoval Street Intersection
Preliminary & Final Design

WILSON & COMPANY, INC.
 4401 MASTHEAD ST. NE, SUITE 150
 ALBUQUERQUE, NM 87109



CLIENT: City of Santa Fe
 PROJECT NUMBER:
 CONTROL NUMBER:

PREPARED BY: Mario Juarez-Infante
 PHONE: 505-348-4070
 FAX: 505-348-4055
 EMAIL: Mario.Juarez-Infante@wilsonco.com

OH = 199.00%
 NEGOTIATED FEE = 10%

WORK CLASSIFICATION	DIRECT LABOR	OVERHEAD	FEE	FULLY LOADED RATE	MAN HOURS	PROJECTED COST
Project Manager, P5	\$53.86	\$107.19	\$16.11	\$177.16	74	\$13,109.88
Project Engineer, P4	\$42.59	\$84.76	\$12.73	\$140.08	210	\$29,416.84
Staff Engineer, P3	\$35.70	\$71.04	\$10.67	\$117.42	92	\$10,802.65
Designer, PD3	\$33.20	\$66.06	\$9.93	\$109.18	124	\$13,536.34
Survey Party Chief, FS4	\$24.43	\$48.61	\$7.30	\$80.34	30	\$2,410.20
Instrument Man, FS3	\$21.30	\$42.38	\$6.37	\$70.04	30	\$2,101.20
Survey CADD Tech, OD3	\$23.80	\$47.36	\$7.12	\$78.28	16	\$1,252.48
Field Supervisor, FS5	\$33.82	\$67.31	\$10.11	\$111.24	4	\$444.96
SUM =						\$73,076.54

SUBCONSULTANTS

\$0.00
 \$0.00
 SUM = \$0.00

SUBTOTAL = \$73,076.54
 1.25% CES Fee = \$913.46
 SUBTOTAL = \$73,990.00
 NMGR (7.8750%) = \$5,826.71
 GRAND TOTAL = \$79,816.71

TASK #	WORK TASK	Project Manager	Project Engineer	Staff Engineer	Designer	Survey Party Chief	Survey Instrument man	Survey CADD Tech	Field Supervisor	Summary by Task
	Phase I - Project Kickoff									
1	Kickoff Meeting (in Santa Fe with COSF Traffic)	6	6	0	0	0	0	0	0	12
2	Field Review (on-site with City staff)	8	8	0	0	0	0	0	0	16
	Subtotal	14	14	0	0	0	0	0	0	28
	Phase I-D - Preliminary Design									
3	Ground Location and Topographic Survey	0	0	0	0	18	18	8	2	46
4	Existing ROW Determination Survey	0	0	0	0	12	12	8	2	34
5	SUE Services - Level D Records/Research	2	8	16	0	0	0	0	0	26
6	Utility Coordination for Power Service	2	4	4	0	0	0	0	0	10
7	ENN Application and Meeting	0	16	16	0	0	0	0	0	32
8	NMDOT Level of Effort Application and PCE	0	10	0	0	0	0	0	0	10
9	Coordination with other City Staff, property owners, etc.	10	10	0	0	0	0	0	0	20
10	65% Roadway and Signal Design Plans	8	80	20	96	0	0	0	0	204
11	Quality Control/Quality Review	12	0	0	0	0	0	0	0	12
12	65% Design Submittal	0	4	4	0	0	0	0	0	8
13	65% Design Review Meeting	6	6	0	0	0	0	0	0	12
	Subtotal	40	138	60	96	30	30	16	4	414
	Phase II - Final Design									
14	100% Roadway and Signal Design Plans	8	40	20	20	0	0	0	0	88
15	Quality Control Plan	8	0	0	0	0	0	0	0	8
16	100% Design Submittal	0	4	4	0	0	0	0	0	8
17	100% Design Review Meeting	0	6	0	0	0	0	0	0	6
18	Address Comments and submit final 100% plans	4	8	8	8	0	0	0	0	28
	Subtotal	20	58	32	28	0	0	0	0	138
	Project Total by Class	74	210	82	124	30	30	16	4	580

Man Hour Assumptions

COSF to provide the following:

Traffic counts/volumes (if needed)

No Pavement Design; only restriping

No Environmental clearance (Construction funding TBD)

No Utility, ITS, ROW, and Railroad certifications (Funding TBD)

No SWPPP required

Roadway design limited to ADA sidewalk/curb ramp reconstruction

Survey man hours based on 500' topo limits on N. & S approaches, 50' on E. & W. approaches (excludes existing ROW determination)

Does not include SUE Levels A-C

No approach lighting included

Exhibit B

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

ENGINEERING SUPPORT COST SUMMARY

PART 1 - GENERAL

1. NAME OF PROJECT: Montezuma Avenue/Sandoval Street Intersection		2. CIP#: 868A
3. NAME OF CONTRACTOR: Wilson & Company, Inc., E&A		4. DATE OF PROPOSAL: 03.21.2019
5. ADDRESS OF CONTRACTOR: 4401 Masthead Street NE, Suite 150 Albuquerque, NM 87109	6. TYPE OF SERVICE TO BE FURNISHED: Engineering A. WORK ELEMENT: Planning & Design	

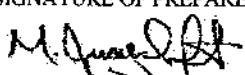
PART 2 - COST SUMMARY

BASIC SERVICES

7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED HOURLY COST	TOTALS
Project Manager, P5	74	\$53.86	\$3,985.97	
Project Engineer, P4	210	\$42.59	\$8,944.01	
Staff Engineer, P3	92	\$35.70	\$3,284.48	
Designer, PD3	124	\$33.20	\$4,116.25	
Survey Party Chief, FS4	30	\$24.43	\$732.81	
Instrument Men, FS3	30	\$21.30	\$638.86	
Survey CADD Tech, OD3	16	\$23.80	\$380.81	
Field Manager, FS5	4	\$33.82	\$135.29	
DIRECT LABOR TOTAL:				\$22,218.47
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED HOURLY COST	
% of Direct Labor	1.99	\$22,218.47	\$44,214.75	
OVERHEAD TOTAL:				\$44,214.75
9. FEE OR PROFIT (show rate and base)	10% of Direct Labor and Overhead			\$6,643.32

SUPPLEMENTAL SERVICES

10. SUBCONTRACTS (identity & purpose)			ESTIMATED COST	
SUBCONTRACTOR TOTAL:				\$0.00
11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST	
EQUIPMENT TOTAL:				
12. TRAVEL			ESTIMATED COST	
TRAVEL TOTAL				\$0.00
13. OTHER REIMBURSEABLE COST			ESTIMATED COST	
Printing and Materials			\$0.00	
GPS Charges			\$0.00	
OTHER REIMBURSABLE TOTAL:				\$0.00
SUBTOTAL ITEMS 7 - 13:				\$73,076.54
1.25% CES Fee:				\$913.46
SUBTOTAL				\$73,990.00
GROSS RECEIPTS (7.8750%)				\$5,826.71
TOTAL HOURLY PRICE				\$79,816.71

SIGNATURE OF PREPARER 	OWNER'S REVIEW BY Sarah Anderson	ENGINEERING PROJECT MANAGEMENT DIVISION ENGINEERING COST SUMMARY PAGE 1 OF 1.
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