

## 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 Souder, Miller & Associates, 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 a roundabout at the intersection of Camino Entrada (east-west) and Camino Entrada (north-south) the following work:

- 1) Topographic survey and existing right-of-way review,
- 2) Public meeting,
- 3) Drainage analysis and
- 4) Preliminary, final and production submittal plan sets and contract documents.

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 via its contract with the Cooperative Educational Services in full payment for services satisfactorily performed per deliverables such compensation not to exceed two hundred twenty-one thousand seven hundred thirty-eight dollars and seventy cents (\$221,738.70), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$18,709.20) shall be paid by the City to the Contractor. **The total amount payable to the Contractor via its contract with Cooperative Educational Services under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred forty thousand four hundred forty-seven dollars and ninety cents (\$240,447.90). 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: Souder, Miller & Associates, 2904 Rodeo Park Dr. East, Santa Fe,  
NM 87505

**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:

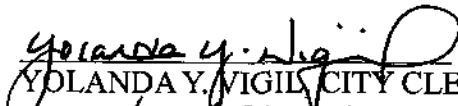
Souder, Miller & Assoc.

  
Name & Title David Wilson, VP

DATE: 07/29/2019  
CRS# 02-040132-009

Registration # 19-00031366

ATTEST:

  
YOLANDA Y. MIGILS, CITY CLERK  
CC mtg. 6.26.2019

APPROVED AS TO FORM:

 5/2/19  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

  
MARY MCCOY, FINANCE DIRECTOR 

52409.572960  
Business Unit Line Item



## **Exhibit A**

# **APPENDIX “A”**

## **Scope of Services**

**CIP#842B – Camino Entrada Roundabout  
Detailed Scope of Work**

The following Scope of Work for the proposed Camino Entrada intersection improvements, will include the preparation of, Preliminary & Final Construction Plans, Drainage Memorandum, Cost Estimates, and Contract Documents.

The Contract for this project is based on the development of one (1) Final Construction Document Package, based on the NMDOT *Standard Specifications for Highway and Bridge Construction*, 2019 Edition. If it is determined that additional services not cited herein, are required to complete the project, a contract amendment for additional services may be required.

The Consultant Engineer, SMA and its subconsultants will provide these services and project deliverables within the timeframes established in the Contract.

CIP#842B – Camino Entrada Roundabout  
Detailed Scope of Work

**Survey**

**Survey.1 Control Survey**

**Responsible Parties: SMA**

**Support Staff: Survey, Engineering, CADD**

**Primary Tasks:** SMA will set three control points per mile of the project. Geodetic control monuments set will be a 2" aluminum cap on 18"x 1/2" rebar.

- Horizontal Datum will be NAD 83
- Vertical Datum will be NAVD 88
- All control will be in US Survey Feet

The control points will be tied with Static and RTK GPS methodology- (Dual Frequency Trimble GPS Receivers). SMA will create a Control Sheet for the new geodetic control for this project. Geodetic Coordinates and Ground Coordinates shall be provided.

***SMA Deliverables: Geodetic control points***

**Survey.2 Location Survey**

**Responsible Parties: SMA**

**Support Staff: Survey, Engineering, CADD**

**Primary Tasks:** SMA shall perform a location survey within the limits of the project. Limits of the project include the intersection of Camino Entrada and Wagon Road and approximately 500' in all directions from this intersection from Right-of-Way to Right of Way. Also included in the project limits is the intersection of Wagon Road and Cerrillos road and approximately 200' in all directions from this intersection Right-of-Way to Right-of-Way. SMA will use a combination of GPS and conventional ground survey methods to gather sufficient data and shall include but not limited to include horizontal and vertical locations of drainage structures (bridges, headwalls, wing walls, manholes-rim & invert, culverts, junction boxes, viaducts, etc.), turnouts, driveways, sidewalk, curbs, gutters visible utilities and railroads. Surveying monumentation and researching documents to be able to accurately depict the existing Right-of-Way is also included in the location survey. Included in this task is ordering title reports and traffic control as necessary. SMA will utilize NMDOT Survey CAD Template for Civil 3D-Mapping Deliverables

***SMA Deliverables: Point file in PNEZD format of the Location Survey, Field Notes, sketches and pictures, Civil 3D .dwg base file with points, blocks and line work of Location Survey***

**Preliminary Design Inspection (PDI) (30%)**

**30.1 Project Initiation**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD

**Primary Tasks:** This task will involve holding the project kickoff meeting Santa Fe, possibly at the project site, followed by a project walk through. This work will include the preliminary assessment of existing drainage conditions and a review of existing drainage plans.

***SMA Deliverables:*** Conduct Project Kickoff meeting and Preliminary Drainage assessment

**30.2 As-Built Records Review**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD

**Primary Tasks:** This task involves the research and review of As-Built and record drawing plan review.

***SMA Deliverables:*** Research and review As-built and record drawings, documentation of existing conditions.

**30.3 Preliminary Geotechnical Services & Pavement Design Report**

**Responsible Parties:** SMA

**Support Staff:** Terracon, SMA

**Primary Tasks:** See Terracon Scope of work dated 12/13/2018.

***SMA Deliverables:*** Final Geotechnical Services & Report

**30.4 SUE Designating (ASCE Quality Level D, C & B)**

**Responsible Parties:** CobbFendley

**Support Staff:** SMA Survey, CADD

**Primary Tasks:** See CobbFendley Scope of Work dated 12/17/2018

***CobbFendley Deliverables:*** Existing Utilities CADD File.

**30.5 Drainage Memorandum**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD

**Primary Tasks:**

**DRAINAGE ANALYSIS ADMINISTRATION**

Previous Studies and Record Drawings

SMA will coordinate with the City of Santa Fe to obtain previous drainage-related studies and record drawings for drainage facilities within the project limits. Documents will be reviewed prior to the initial meeting with the City.

Meetings and Coordination

Prior to commencing preliminary drainage analysis, SMA will meet with the City to gain input on existing drainage issues. SMA will prepare meeting notes and distribute via email to meeting attendees.

**DRAINAGE TECHNICAL MEMORANDUM**

A drainage analysis will be prepared to assess the existing drainage conditions and drainage facilities within the project area. The analysis will include hydrology to identify peak runoff rates from offsite basins impacting the intersection and to establish pre- and post-construction drainage patterns.

Field Investigation

Following the initial meeting with the City, SMA will complete a field investigation of the project and accessible offsite basins. Hydrologic conditions of the watershed will be noted, and existing structure conditions documented. This field investigation will also compare existing site conditions to the record drawings and previous studies.

Hydrology

Preliminary hydrologic analysis will be completed in accordance with the methodology prescribed in the NMDOT Drainage Design Manual, dated July 2018. Peak runoff estimations will be provided for two design storm events. SMA will use available topographic information to establish basin limits and estimate times of concentration. Due to the urban nature of the adjacent areas contributing runoff, SMA will utilize the Rational Method to complete the analysis.

Hydraulic Analysis

Hydraulic capacity of the existing legs of the intersection will be assessed to document surface conveyance deficiencies. SMA understands that an underground storm drain system does not exist, therefore, assessments of that type of facility is not included.

Floodplains

The project area is included in FEMA Map Panel 35049c0394d, dated 06/17/08. It shows that the project site is within a minimal flood hazard area.

Drainage Technical Memorandum

The Drainage Technical Memorandum will include a summary of the field investigation and existing drainage calculations. The memo will also document changes in drainage patterns from existing conditions to anticipated post-construction conditions. One printed copy of the memorandum will be provided for review along with an electronic PDF file.

***SMA Deliverables: Drainage Memorandum***

**30.6 Bioretention Design:**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD

**Primary Tasks:**

Physical Feasibility Initial Check (PFIC) - SMA will conduct a Physical feasibility initial check to assess whether bioretention practice(s) are appropriate and viable for the project area. SMA will communicate our evaluation to City representatives for direction on how to proceed.

Preliminary and Final Design - If a judgement to proceed is agreed, after the PFIC is completed, SMA will develop bioretention design plans in anticipation of constructing bioswales along the north and south right of way between the roundabout and Cerrillos Road. Final Design will include overflow conveyance, underdrain components, and appropriate landscaping methods.

***SMA Deliverables:** Bioretention Design Plans*

**30.7 Lighting Analysis**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD

**Primary Tasks:** Complete the lighting analysis in accordance with Illuminating Engineering Society's *Design Guide for Roundabout Lighting* and NCHRP 672, using the software program AGI32.

***SMA Deliverables:** Roundabout Lighting Technical Memorandum*

**30.8 Review of Right-of-Way**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD

**Primary Tasks:** Review the existing Right-of-Way to determine if portions of the project are encroaching on to private property.

***SMA Deliverables:** Review project foot print and Right-of-Way.*

**30.9 Quality Control Plan**

**Responsible Parties:** Project Manager

**Support Staff:** SMA Staff & Subconsultants

**Primary Tasks:** This task will involve the development, review and approval of the project specific Quality Control Plan for the study phase of the project, in compliance with SMA's Project Management and Quality Guidelines.

**30.10 Coordination & Administration**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD, Admin.

CIP#842B – Camino Entrada Roundabout  
Detailed Scope of Work

**Primary Tasks:** Coordinate and document project design with project support staff, subconsultants, local entities, utility companies, etc. Coordinate, schedule, and document project Design Team Meetings and other associated project meetings. Coordinate with appropriate City representatives regarding Pavement Design, Traffic Design, Drainage Reports, Right-of-way issues, Project Reviews, etc. Coordinate with Utility companies and railroad as required. Provide monthly project status reports.

**SMA Deliverables:** *Conduct Design Team Meetings and provide Design Meeting Minutes – typically within five working days*

**30.11 Preliminary Design Construction Plan Set, Contract & Estimate**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD

**Primary Tasks:** This task involves developing the Preliminary Design Inspection (PDI) (30%) Construction Plans following established policies and procedures, to include the following: Plan & Profile Sheets, Turnout profiles, Geometric Sheets, Typical Sections, Quantity Schedules, General Notes, and Summary of Quantities, and the inclusion of a list of standard drawings used in the design, as well as the development of roadway cross sections. This task will also include the development of a Preliminary Cost Estimate and inclusion of a standard boilerplate Contract for discussion of project specific specifications, special provisions and notice to contractors (NTCs).

This task will also include conducting a Preliminary Design Inspection (PDI) (30% Design).

Overall plan development will be overseen by SMA Project Manager.

**SMA Deliverables:** *Preliminary Design Inspection Plans in PDF format and 10 hardcopies with distribution, provide KMZ of design; conduct Preliminary Design Inspection (30%) review and prepare meeting minutes within ten working days; coordination.*

**PDI Maintenance of Traffic and Access (MOTA) Phase Control Plans**

**Responsible Parties:** SMA

**Support Staff:** Traffic Task Manager, Traffic Engineering Staff, Administrative

**Primary Tasks:** This task will include the development of the Preliminary Sequence of Construction and Maintenance of Traffic and Access (MOTA) general sequence phasing.

**SMA Deliverables:** *The preliminary sequence of construction and the MOTA general phasing plan will be submitted. SMA will also provide a preliminary construction cost estimate, including associated bid items, for MOT and will be submitted as part of the 30% Engineer's Opinion of Probable Construction Cost Estimate.*

**PDI Permanent Signing and Pavement Marking Plans**

**Responsible Parties:** SMA

**Support Staff:** Traffic Task Manager, Traffic Engineering Staff, Administrative

CIP#842B – Camino Entrada Roundabout  
Detailed Scope of Work

**Primary Tasks:** This task involves the development of Permanent Signing Plans, Preliminary Permanent Signing and Pavement Marking Plans using the current MUTCD applicable requirements. The permanent signing construction plan drawings will be 11" x 17" true half size sheets at 1"=50' scale using the AutoCAD Civil 3D platform, version 2018.

***SMA Deliverables:*** *Inclusion of permanent signing and striping plans in the Preliminary Design Plans*

**PDI Construction Contract Documentation Coordination**

**Responsible Parties:** SMA

**Support Staff:** Engineering

**Primary Tasks:** This task will include supplying "Project Specific" and "Standard" Indexes of and Notices to Contractor(s) per City of Santa Fe direction. Coordinate with the PM prior to 60% review meeting to determine further contract document involvement.

***SMA Deliverables:*** *Project Specific and Standard Notice(s) to Contractors Indexes and Notices*

Combined Grade & Drain and Plan-in-Hand Inspections (60 & 90%)

**60&90.1 SUE Designating (ASCE Quality Level A) Assessment & Review**

**Responsible Parties:** CobbFendley

**Support Staff:** SMA Survey, CADD

**Primary Tasks:** See CobbFendley Scope of Services dated 12/17/2018. Additionally, SMA with concurrence from the City PM, will determine the test hole locations.

***CobbFendley Deliverables:*** *Test hole location cut sheets.*

**60&90.2 Detailed Constructability Review**

**Responsible Parties:** SMA

**Support Staff:** Traffic Task Manager, Traffic Engineering Staff

**Primary Tasks:** This task will include the development of a Constructability Review as per NMDOT Design Directive (IDD-2009-05) to assure that the project can be constructed as designed. SMA will develop a design memo documenting project issues, traffic control alternatives, and reasoning for the proposed phasing plan. SMA will coordinate with City representatives, and other affected stakeholders as required.

***SMA Deliverables:*** *Constructability Review Meeting and prepare meeting minutes within five working days; with resolutions to issues identified.*



**60&90.3 Quality Control Plan**

**Responsible Parties:** Project Manager

**Support Staff:** SMA Staff & Subconsultants

**Primary Tasks:** This task will involve the development, review and approval of the project specific Quality Control Plan for the study phase of the project, in compliance with SMA's Project Management and Quality Guidelines.

**60&90.4 Coordination and Administration**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD, Admin.

**Primary Tasks:** Coordinate and document project design with project support staff, subconsultants, local entities, utility companies, etc. Coordinate, schedule, and document project Design Team Meetings and other associated project meetings. Coordinate with appropriate City Staff regarding Traffic Design, Drainage Reports, Right-of-way issues, Project Reviews, etc. Coordinate with Utility companies as required. Provide monthly project status reports.

**SMA Deliverables:** *Conduct Design Team Meetings and provide Design Meeting Minutes – typically within ten working days*

**60&90.5 Public Involvement Meeting (PIM) –**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD, Admin.

**Primary Tasks:** This work will include one (1) public involvement meeting. SMA shall be responsible for advertising, hosting, and documenting a public information meeting for the project. SMA will collaborate and assist City of Santa Fe representatives plan a presentation, prepare visual displays and attend the meeting. It is anticipated that the public meeting will be held to present the 30% geometric design and will provide a means to exchange information and get feedback from the community regarding the 30% plan submittal.

**SMA Deliverables:** *Schedule, Advertise, Host, and Document 1 PIM*

**60&90.6 Grade and Drain Construction Plan Set, Contract & Estimate**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD

**Primary Tasks:** This task involves developing the Grade and Drain Inspection (GDI) (60%) Construction Plans following established policies and procedures, to include the following: Plan & Profile Sheets, Geometric Sheets, Typical Sections, Quantity Schedules, Turnout Profiles, Permanent Signing and Pavement Marking Plans, General Notes, and Summary of Quantities. This task will also include the incorporation the GDI Engineer's Opinion of Probable Construction Costs. This task will also include updating the standard drawings list, cross sections and earthwork runs. This task is for one pavement option only. An alternative bid scenario for a second pavement requirement will require a contract amendment.

***SMA Deliverables:*** *Grade and Drain Inspection Plans in PDF format and 10 hardcopies with distribution, provide KMZ of design; Conduct the Grade and Drain Inspection (60%) review meeting and prepare meeting Minutes – typically within ten working days, coordination.*

**GDI Maintenance of Traffic and Access (MOTA) Plans**

**Responsible Parties:** SMA

**Support Staff:** Traffic Task Manager, Traffic Engineering Staff, Administrative

**Primary Tasks:** This task will include the development of the Pre-Final Maintenance of Traffic and Access (MOTA) construction plan drawings to provide for traffic control phasing and possible detours associated with the project as part of the final design plans. It will address roadway reconstruction, including vertical and horizontal curve modifications, drainage structure improvements, curb, gutter and sidewalk, and paving operations. The MOTA construction drawings will include: Traffic Control General Notes, Final Sequence of Construction, Sequence Phasing Plan, Detour Route Plans, MOTA summary of quantities. Since there are no existing pedestrian facilities, a detailed Pedestrian Access Phasing Plan during construction is excluded from this task, but may be included with a contract amendment, if required later. The MOTA construction plan drawings will be 11" x 17" true half size sheets at 1" = 50' scale using the AutoCAD Civil 3D platform, version 2018.

***SMA Deliverables:*** *Pre-Final MOT Phasing and Detour Plans for incorporation into Pre-Final Plans.*

**GDI Permanent Signing and Pavement Marking Plans**

**Responsible Parties:** SMA

**Support Staff:** Traffic Task Manager, Traffic Engineering Staff, Administrative

**Primary Tasks:** This involves developing the pre-final signing and pavement marking plans, and quantity schedules.

***SMA Deliverables:*** *Inclusion of permanent signing and striping plans in the Pre-Final Design Plans*

**Production Submittal (100%)**

**100.1 Coordination and Administration**

**Responsible Parties:** SMA

**Support Staff:** Engineering, CADD, Admin.

**Primary Tasks:** Coordinate and document project design with project support staff, subconsultants, local entities, utility companies, etc. Coordinate, schedule, and document project Design Team Meetings and other associated project meetings. Coordinate with appropriate City representatives regarding Traffic Design, Drainage Reports, Right-of-way issues, Project Reviews, etc. Coordinate with Utility companies and railroad as required. Provide monthly project status reports.

***SMA Deliverables: Conduct Design Team Meetings and provide Design Meeting Minutes  
– typically within ten working days***

**100.2      Production (100%) Submittal**

**Responsible Parties:    SMA**

**Support Staff: Engineering, CADD**

**Primary Tasks:** This task involves developing Final Construction Documents following established City and NMDOT policies and procedures for final submittal. The submittal will include the following: Plan & Profile Sheets, Intersection Plans, Geo-metric Sheets, Typical Sections, Quantity Schedules, Driveway Profiles, Permanent Signing and Pavement Marking Plans, General Notes, and Summary of Quantities.

This task will also include the incorporation of required Final Maintenance of Traffic Phasing and Detour Plans, Drainage Structure Plans, Re-vegetation and Erosion Control Plans, the Final Engineer's Opinion of Probable Costs and provision of any project specific specifications.

The Production submittal will be made following a final review by the Project Management Team to help assure all design issues have been addressed, as well as to verify that all the required project specifications are in place. Comments received at the Final Design meeting will be addressed and Plans, Specifications, and Cost Estimates will be finalized.

***SMA Deliverables: Final Construction Documents (Construction Plans, Specifications-  
Project Specific, Notice to Contractors-Project Specific, and Cost Estimate)***