# SANTA FE COUNTY
# PROFESSIONAL SERVICES AGREEMENT
# WITH THE LOUIS BERGER GROUP, INC.,
# TO PROVIDE PROJECT REPRESENTATIVE AND INSPECTION SERVICES
# FOR THE CR-98 ROAD PROJECT

**THIS AGREEMENT** is made and entered into this 22 day of April, 2011 by and between Santa Fe County, hereinafter referred to as "the County or Owner," and the Louis Berger Group, Inc. a New Mexico corporation with a principal address of 2019 Galisteo St., Unit M-1, Santa Fe, New Mexico 87505, hereinafter referred to as "Project Representative or PR."

**WHEREAS,** pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2011-0059-PW/MS, for the provision of the professional services;

**WHEREAS,** based upon the evaluation criteria established within the request for proposals for the purposes of determining the most qualified offeror, the County has determined PR as the most responsive and highest rated offeror;

**WHEREAS,** the County is constructing the CR-98 Road Project, which involves widening 2.3 miles of road beginning at the intersection of NM 503/CR 98 and ending in the proximity of the Chimayo Fire Station; and

**WHEREAS,** the County desires to engage the PR to render project representative and inspection services for the CR 98 Road Project ("Project") described in the RFP, and the PR is willing to render such services.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

## 1. SCOPE OF WORK

The Project Representative shall provide services to the County pertaining to the Project:

A. General. PR is County's agent at the site. The PR's dealings in matters pertaining to the Contractor's work in progress shall, in general, be with Contractor, keeping Owner advised as necessary.

B. Schedules. Review the progress schedule, schedule of shop drawings and sample submittals, and the schedule of values prepared by Contractor, advise Owner of compliance with the schedule during construction and obtain Owner's agreement with the schedule.

C. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings,

and prepare and circulate copies of minutes thereof.

D. Liaison.

a) Serve as County's liaison with contractor, working principally through Contractor's superintendent and assist in providing information regarding the intent of the Contract Documents.

b) Assist in obtaining from Owner additional details or information, when required for proper execution of the work by Contractor.

c) Coordination of archaeological monitoring and concerns that develop during excavation and construction phases where archaeological artifacts are uncovered.

E. Shop Drawings and Samples.

a) Record date of receipt of samples and approved shop drawings.

b) Receive samples which are furnished at the site by Contractor, and notify engineer of availability of samples for examination.

c) Advise Contractor and Owner of the commencement of any portion of the work requiring a shop drawing or sample submittal for which PR believes that the submittal has not been approved by the engineer.

d) Review shop drawings for completeness and compliance with construction documents and notify Contractor when approval has been obtained.

F. Modifications. Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report such suggestions, together with construction engineer's recommendations, to Owner. Transmit to Contractor in writing decisions issued by Owner.

G. Review of Work and Rejection of Defective Work.

a) Conduct on-site observations of Contractor's work in progress to assist the Owner in determining if the work is proceeding in accordance with the Contract Documents and that work is constructed in accordance with the specifications identified in the Contractor's contract for construction of the Project.

b) Notify Contractor when work in progress will not produce a complete Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

H. Inspections, Quality Assurance Tests, and System Startups. Project Representative will include Quality Assurance testing in their proposal to meet all QA testing as per NMDOT Standards and meet FHWA requirements/certifications. Selected Contractor will be utilizing BSN for their Quality Control testing. Coordinate and confirm as set forth in PR's response to RFP No. 2011-0059-PW/MS, all Quality Assurance testing with Contractor and assure that Contractor's Quality Control tests are fully documented and recorded and that Contractor's tests meet all applicable

requirements of the American Standard Testing Methods (ASTM), American Association of State Highway and Transportation Officials (AASHTO), and all applicable New Mexico Department of Transportation (NMDOT) specifications and requirements.

a) Verify that tests, equipment, system startups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains records of all Quality Control and Quality Assurance testing.

b) Observe and record appropriate details relative to test procedures and system startups.

c) Accompany visiting inspectors representing the public or other agencies having inspections responsibilities over the Project and maintain records of such inspections.

I. Records.

a) Maintain at the site orderly files for correspondence, report of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional drawings, issued subsequent to the execution of the contract, progress reports, shop drawings, and samples submittals received from and delivered to Contractor, and other Project-related documents.

b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.

c) Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d) Maintain records for use in preparing Project documentation.

e) Upon completion of the work, furnish original set of all documentation to Owner.

J. Reports.

a) Prepare periodic reports as required by Owner, of progress of the Work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Review and approve proposed Change Orders, Work Change Directives and Field Orders. Obtain backup materials from Contractor sufficient to meet County requirements for supportive materials. Final approval of all Change Orders will be made by the Owner.

c) Furnish to Owner copies of all inspection, test, and system start-up reports.

d) Immediately notify Owner of the occurrence of any site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, the discovery of any constituent of concern and make a recommendation as to a possible course of action.

e) Keep the County Project Manager routinely apprised of the Project's progress and important issues concerning the Project and send copies of all correspondence to

the County Project Manager. Manage all tasks and milestones associated with the project electronically. Provide weekly reports to the County Project Manager with an updated schedule.

K. Payment Requests. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

L. Certificates, Operation and Maintenance Manuals. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Owner prior to payment for that part of the Work.

M. Completion.

a) Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b) Participate in a final inspection with Owner and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

c) Observe whether all items on the final list have been completed or corrected and make recommendations to Owner concerning acceptance of the Notice of Acceptability of the Work.

N. PR shall not:

a) Undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.

b) Advise on, issue direction relative to, or assume control over any aspect of the means, methods, techniques, or procedures of Contractor's work including Contractor's Quality Control testing, unless such advice or directions are specifically required or permitted in the Contract Documents.

c) Advise on, issue directions regarding or assume control over safety practices, precautions and programs in connection with Contractor's activities or operations.

d) Participate in specialized field or laboratory tests, including Quality Control tests, or inspections conducted off-site by other unless required or permitted in the Contract Documents or authorized by Owner.

e) Accept shop drawings or sample submittals from anyone other than Contractor.

f) Authorize Owner to occupy the Project in whole or in part.

## 2. COMPENSATION AND INVOICING

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

In no event shall the total compensation paid to PR by County under this Agreement exceed One Hundred Fourteen Thousand and Four Dollars and Thirty-three cents ($114,004.33), *exclusive of gross receipts tax.*

The County shall pay PR at the hourly rates as specified in Attachment A, attached hereto and incorporated herein.

B. The PR shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought.

The PR acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the PR breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

## 3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate upon completion of the Construction Project, unless terminated earlier pursuant to Paragraph 4, TERMINATION, below.

## 4. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party

shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the PR written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the PR's receipt of the notice. The County shall pay the PR for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

## 5. INDEPENDENT CONTRACTOR

The PR and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the PR and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the PR has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## 6. PERSONNEL

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

B. The PR represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of nor have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

## 7. ASSIGNMENT

The PR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## 8. SUBCONTRACTING

The PR shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## 9. INDEMNITY

A. The PR shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) that directly arise out of the PR's performance or non-performance of its obligations under this Agreement, including but not limited to the PR's breach of any representation made herein.

B. The PR shall notify the County immediately of any demand, suit, or cause of action brought against or involving the PR that also involves or pertains to any matters relating to the County. If a conflict exists between the interests of the County and the PR in such demand, suit, or cause of action, or if it is evident at the onset of the defense or litigation that the PR objects to the County's participation in the PR's defense, the County may retain its own counsel to represent and defend the County's interest.

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

## 10. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the PR agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the PR also agrees to require any subcontractor it may hire to

perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## 11. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the PR. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the PR for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the PR in any way or forum, including a lawsuit.

## 12. PERMITS, FEES, AND LICENSES

The PR shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## 13. RELEASE

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

## 14. CONFIDENTIALITY

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

## 15. OWNERSHIP AND USE OF ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

A. The Drawings, Specifications and other documents prepared by the Engineer are

instruments of the Engineer's service through which the Work to be executed by the Contractors is described. The PR may retain one record set. The PR shall not own or claim a copyright in the Drawings, Specifications and other documents prepared by the Engineer, and unless otherwise indicated the Engineer shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the PR's record set, shall be returned or suitably accounted for to the Engineer, on request, upon completion of the Project. The Drawing, Specifications and other documents prepared by the Architect, and copies thereof furnished to the PR, are for use solely with respect to this outside the scope of the Work without the specific written consent of the Owner and Engineer. The PR is granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Engineer appropriate to and for use in the performance of the PR's services under this Agreement.

B. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications, and other documents prepared by the Engineer. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer's copyright or other reserved rights.

## 16. CONFLICT OF INTEREST

The PR represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

## 17. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The PR specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK," of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

## 18. ENTIRE AGREEMENT; INTEGRATION

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

## 19. EQUAL OPPORTUNITY COMPLIANCE

A. The PR agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the PR specifically agrees not to discriminate against any person with regard to employment with the PR or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The PR acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

## 20. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## 21. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

B. In performing all contract administration obligations hereunder, the Contractor shall use the NM DOT Local Governments online B2Gnow Labor Compliance Module (B2Gnow & LCPtracker) in performing obligations where applicable or as required by Owner. PR will also provide administrative services required for federally funded projects to ensure compliance with Federal Highway Administration and NMDOT requirements and auditing purposes or as required by Owner.

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The PR and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the federal and state district courts of New Mexico, located in Santa Fe County.

## 22. NOTICE OF PENALTIES

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

## 23. NO THIRD-PARTY BENEFICIARIES

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

## 24. FACSIMILE SIGNATURES

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

## 25. LIMITATION OF LIABILITY

The County's liability to the PR for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING", of this Agreement. In no event shall the County be liable to the PR for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

## 26. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

## 27. INSURANCE

A. General Conditions. The PR shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The PR shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the PR; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named as an additional insured on the policy.

C. Workers' Compensation Insurance. The PR shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the PR shall increase the maximum limits of any insurance required herein.

E. Malpractice/Errors and Omissions Insurance. PR shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than $1,000,000 per occurrence, $2,000,000 per aggregate.

## 28. PR'S REPRESENTATIONS

The PR hereby represents that:

A. It is a corporation duly organized and in good standing under the laws of the State of New Mexico.

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

C. This Agreement and the PR's obligations hereunder do not conflict with the PR's articles of incorporation or by-laws or any corporate resolution adopted by the PR.

D. It will maintain throughout the life of this Agreement, its registration, licensure to conduct business in the State of New Mexico, and its status of "good standing" with the New Mexico Public Regulation Commission.

## 29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

## 30. NOTICES

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County
Legal Department
102 Grant Avenue / P.O. Box 276
Santa Fe, NM 87504-0276

All notices required to be given to the PR under this Agreement shall be mailed (pre-postage paid) to:

Richard K. Rotto
The Louis Berger Group, Inc.
2019 Galisteo Street, Suite M-1
Santa Fe, NM 87505
(505) 989-7788

**31. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COPYRIGHT, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, AND SURVIVAL.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

for Katherine Miller
Santa Fe County Manager

4/22/11
Date

**APPROVED AS TO FORM**

Stephen C. Ross
Santa Fe County Attorney

April 21, 2011
Date

**FINANCE DEPARTMENT APPROVAL**

Teresa C. Martinez
Santa Fe County Finance Director

4/20/2011
Date

**PROJECT REPRESENTATIVE**

(Signature)

4/21/11
Date

Roger J. Patton, Senior Vice President
(Print name and title)

**FEDERAL IDENTIFICATION NUMBER: # 221754524**

County Road 98
Construction Services

Fee Schedule Budget

4/5/2011

| LBG Staff Allocation | Direct Labor (Hourly) | Overhead 147.66% | Fee 10% | Total(s) Man-Hours | Total(s) Cost |
|---|---|---|---|---|---|
| Rich Rotto | $ 38.46 | $ 56.79 | $ 9.53 | 74 | $ 7,753.66 |
| Ivan Trujillo | $ 42.07 | $ 62.12 | $ 10.42 | 164 | $ 18,795.98 |
| Richard Chang | $ 40.63 | $ 59.99 | $ 10.06 | 0 | $ - |
| Parviz Eftekhari | $ 55.00 | $ 81.21 | $ 13.62 | 0 | $ - |
| Andrew Pena | $ 30.29 | $ 44.73 | $ 7.50 | 0 | $ - |
| Calvin Sanchez | $ 23.08 | $ 34.08 | $ 5.72 | 0 | $ - |
| Danny Gallegos | $ 36.06 | $ 53.25 | $ 8.93 | 607 | $ 59,629.75 |
| Sub-Total | | | | 845 | $ 86,179.39 |
| **Sub-Consultants** | | | | | |
| QA Testing Allowance (Geo-Test, Inc.) | | | | | $ 15,900.00 |
| Bird Nest Survey (Parametrix) | | | | | $ 3,782.00 |
| Sub-Total | | | | | $ 19,682.00 |
| **Reimbursable** | | | | | |
| Recordkeeping Supplies | | | | | $ 75.00 |
| Wireless Communications (BlackBerry) | Estimated to be | $81/mo. | 6 months | | $ 486.00 |
| Laptop Wireless Card Usage | Estimated to be | $47/mo. | 6 months | | $ 281.94 |
| 4X4 Transportation (6 mo. lease) | Estimated to be | $900/mo. | 6 months | | $ 5,400.00 |
| Transportation Fuel/Expenses | Estimated to be | $450/mo. | 4 months | | $ 1,800.00 |
| Copying ($0.10 per sheet) | Estimated to be | $0.10/sht. | 1000 shts | | $ 100.00 |
| Sub-Total | | | | | $ 8,142.94 |
| **Estimated Budget** | | | | | **$ 114,004.33** |

Submitted by:

**ATTACHMENT A**

CR-98 Project Representative and Inspection Services

Man-Hour Estimate

4/5/2011

| Activity | Estimated Work-Hours | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Engineer-in-Charge Richard Rotto | Proj. Representative Ivan Trujillo | 10% | Sr Hydrologist Parviz Eftekhari | Designer Andrew Pena | CADD Technician Calvin Sanchez | Construction Inspector Danny Gallegos | Totals |
| **Task I: Project Representation (for 63 days)** | **74** | **164** | **0** | **0** | **0** | **0** | **607** | **845** |
| A. General | | | | | | | | |
| - Construction Manager / Inspector for 63 days at 9 hrs/day | | | | | | | 567 | 567 |
| B. Schedules | | | | | | | | |
| - Review Schedules | 2 | 2 | - | - | - | - | incl. | 4 |
| C. Conferences & Meetings (12 meetings at 3 hours each) | | | | | | | | |
| - Preconstruction Conference | 4 | 4 | | | | | incl. | 8 |
| - Weekly Construction Meetings (14 meetings at 2 hours long) | 28 | 28 | | | | | incl. | 56 |
| D. Liaison | - | - | - | - | - | - | incl. | 0 |
| a) Serve as County's liaison with Contractor | - | 24 | - | - | - | - | incl. | 24 |
| b) Assisit in obtaining from Owner additional details or information | | | | | | | incl. | 0 |
| c) Coordination of archaeological monitoring and concerns | TBD | TBD | TBD | TBD | TBD | TBD | incl. | 0 |
| E. Shop Drawings and Samples | | | | | | | | |
| a) Record/Track | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0 |
| b) Notify Engineer | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0 |
| c) Advise Contractor and Owner | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0 |
| d) Review Shop Drawings | incl. | incl. | incl. | incl. | incl. | incl. | incl. | 0 |
| F. Modifications | | | | | | | | |
| - Consider Mondifications | incl. | incl. | | | | | incl. | 0 |
| G. Review Work and Rejection of Defective Work | | | | | | | | |
| a) On-Site Observations | | | | | | | incl. | 0 |
| - Daily Inspection | | | | | | | incl. | 0 |
| - Monthly Inspection | 6 | 6 | | | | | incl. | 12 |
| b) Notify Contractor | | | | | | | incl. | 0 |
| H. Inspections, QA Tests, System Start-Ups | | | | | | | | |
| a) Verify QC/QA Tests and Test Documentation | 4 | 4 | | | | | incl. | 8 |
| b) Observe and record details of test procedures | | | | | | | incl. | 0 |
| c) Accompany and Document Visiting Public/Agency Inspectors | | | | | | | incl. | 0 |
| I. Records | | | | | | | | |
| a) Maintain Orderly Files / Correspondance / Change Orders / Etc. | | 24 | | | | | Incl. | 24 |
| b) Prepare Daily Reports / Diary / Sourcebooks | | | | | | | incl. | 0 |
| c) Record names, addreses, etc | | | | | | | incl. | 0 |
| d) Maintain Records for for use in Preparing Documentation | | 24 | | | | | 40 | 64 |
| e) Furnish Original Set of Documentation | 4 | 4 | | | | | incl. | 8 |
| J. Reports | | | | | | | | |
| a) Prepare Periodic Reports | | | | | | | incl. | 0 |
| - Daily Inspection Log | | | | | | | incl. | 0 |
| - Monthly Inspection (3 monthly inspections at 3 hours each) | 3 | 9 | | | | | incl. | 12 |
| b) Review and Approve Change Orders/Directives/Field Orders | 2 | 8 | | | | | incl. | 10 |
| c) Furnish to Owner Copies of Documentation | 4 | 4 | | | | | incl. | 8 |
| d) Immediately Notify Owner | | 4 | | | | | incl. | 4 |
| e) Update County | | 4 | | | | | incl. | 4 |
| K. Payment Requests | | | | | | | | |
| a) Review Aplications for Payment (4 pay applications) | 8 | 2 | | | | | incl. | 10 |
| L. Certificates | | | | | | | | |
| a) Verify Certificates | | 4 | | | | | incl. | 4 |
| M. Completion | | | | | | | | |
| a) Substantial Competion Inspection (Pre-Final Inspection) | 3 | 3 | | | | | incl. | 6 |
| b) Final Inspection | 3 | 3 | | | | | incl. | 6 |
| c) Observation of Final Inspection Punch List | 3 | 3 | | | | | incl. | 6 |
| **Project Totals** | **74** | **164** | **0** | **0** | **0** | **0** | **607** | **845** |

ATTACHMENT A

GEO-TEST

March 17, 2011

The Louis Berger Group
2019 Galisteo Street, #M1
Santa Fe, NM 87505

**ATTN:** **Rich Rotto, P.E.**

**RE:** **CR98 (Juan Medina Road) Improvements**
**Quality Assurance Testing**
**Santa Fe, New Mexico**

Dear Mr. Rotto:

Geo-Test, Inc. is submitting a cost proposal for materials testing of the above referenced project. The purpose of the testing would be for Quality Assurance testing on materials placed. It is our understanding that this project will include earthwork, portland cement concrete, utility backfill, and asphalt concrete. All testing on the project will be performed in accordance with the NMDOT Minimum Testing Requirements provided for the project.

Our estimated costs for providing materials testing for this project are as follows:

| DESCRIPTION | QUANTITY | PRICE |
|---|---|---|
| **Embankment Fill NMDOT Section 605** | | |
| **In-Place Density** | | |
| In-Place Density | 80hrs at $48.00/hr | $3,840.00 |
| Moisture Density (Proctor) | 2 at $200.00/ea | $400.00 |
| **Foundations / Backfill for Drop Inlets and Junction Boxes, NMDOT Section 623** | | |
| In-Place Density | 30hrs at $48.00/hr | $1,440.00 |
| Moisture Density (Proctor) | 2 at $200.00/ea | $400.00 |
| **Foundations / Backfill for Utilities, NMDOT Section 660** | | |
| In-Place Density | 10hrs at $48.00/hr | $480.00 |
| Moisture Density (Proctor) | 2 at $200.00/ea | $400.00 |
| **Base Course, NMDOT Section 304** | | |
| In-Place Density & Thickness | 60hrs at $48.00/hr | $2,880.00 |
| Moisture Density (Proctor) | 2 at $200.00/ea | $400.00 |
| Gradations, FF, & PI | 10 at $120.00/ea | $1,200.00 |
| **HMA Superpave, NMDOT Section 423** | | |
| Sampling HMA | 40 at $48.00/hr | $1,920.00 |
| Asphalt Analysis (AC, Gradation, Gyratory Voids) | 4 at $335.00/ea | $1,340.00 |
| Core Density and Thickness | 12 at $30.00/ea | $360.00 |
| Cold Feed (FF, SE, F&E, FAA) | 4 at $210.00/ea | $840.00 |
| **TOTAL** | | **$15,900.00** |

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The above costs are based on an estimate of the amount of time and testing required for the project. The actual amount of testing will be dependant on the contractor's schedule and production rates. As an alternative to a lump sum amount, a not to exceed price should be established and all invoices would reflect actual technician hours and testing accrued for the project. All hours and testing would be invoiced at the rates listed above or as listed in the attached unit fee schedule. The cost of testing may be substantially reduced if the contractor's production rates are higher than estimated or if testing frequencies are reduced. If a not to exceed price is established an article for written authorization to exceed the contract price should be included

In addition to the rates and amounts estimated above, a stand-by charge of $48.00 per hour would be assessed for technician time, when testing is not being conducted. This would include items such as equipment failures or other delays beyond Geo-Test's control.

The above estimate is based on the following:

1. All technician time is based on normal working hours of 7:00 AM to 5:00 PM, Monday thru Friday, any hours spent outside of that time frame or on holidays would be invoiced at a rate of $72.00 per hour.

2. All scheduling of testing will be conducted at least 24 hours prior to testing.

3. If the above costs are used as a lump-sum, all technician time and testing is based on a "call out" basis, **not** full time. It will be solely at the discretion of Geo-Test, Inc. to determine the amount of time required for a technician to remain on site to provide the minimum testing required. Any technician time, administrative time, testing or sampling performed beyond the minimum required, will be invoiced as an additional cost at the rates listed above or on our current unit fee schedule.

4. Testing quantities listed above are based on minimum test frequencies listed in the project specifications and drawings. Where testing is based on production (i.e. per day), reasonable production rates were used for estimating purposes.

We sincerely appreciate your consideration of our firm for the materials testing on this project. If additional testing services are required please refer to our attached unit fee schedule. If you have any questions or need additional information please contact our office.

Respectfully;
**GEO-TEST, INC.**

Tim Byres, Laboratory Manager

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# GEO - TEST, INC.
## UNIT FEE SCHEDULE
## AUGUST 2009

PERSONNEL

Charges will be made based on the following unit rate for project rated time including travel to and from the project site.

| | |
|---|---|
| Principal Engineer | $165.00/hour |
| Registered Professional Engineer/Geologist | $130.00/hour |
| Staff Eng./Geologist | $100.00/hour |
| Senior Engineering Technician | $ 60.00/hour |
| Engineering Technician | $ 48.00/hour |
| Draftsman | $ 60 00/hour |
| Typist | $ 45.00/hour |
| Field Engineer | $ 65.00/hour |
| Per Diem | $ 80.00/ day |

Overtime (1.50 X hourly rates)

EQUIPMENT

Charges will be made on an hourly, mileage, or daily rate where applicable.

| | |
|---|---|
| Vehicle (1/2 ton pickup - Over 30 miles) | $ 0.75/mile |
| Copies - 2 No Charge, Over 2 | $ 0.25/page |

**SPECIAL SERVICE AND INSPECTION**

| | |
|---|---|
| Soil & Foundation Investigation - Quoted based on project scope | |
| Caisson Inspection | $ 48.00/hour |
| Compaction Control of Engineered Structural Fill | $ 48.00/hour |
| Concrete Inspection and Control | $ 48.00/hour |
| Bituminous Plant Calibration | $ 48.00/hour |
| Concrete or Asphalt coring | $ 100.00/hour |
| Outside Services and Material | cost + 20% |
| Windsor Probe | $ 100.00/Set of 3 |
| Fire Proofing Testing Onsite | $ 48.00/hour |
| Special Inspection | $65.00/hour |

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## LABORATORY TESTS

Soils:

| | |
|---|---|
| Moisture - Density Relation Test | |
| Unit Cost (ASTM D-698) | $ 95.00 |
| Unit Cost (ASTM D-1557) | $ 110.00 |
| Sieve Analysis (3" - #200)(ASTM C-136) | $ 45.00 |
| Plasticity Index (Atterberg Limits)(ASTM D-4318) | $ 45.00 |
| Hydrometer Analysis (ASTM D-422) | $ 200.00 |
| Moisture Content | $ 25.00 |
| Expansion (Swell, Constant surcharge) | $ 90.00 |
| FHA Soil Volume Change Meter | $ 90.00 |
| Percent Consolidation | $ 100.00 |
| Time Rated Consolidation (ASTM D-2435) | $ 350.00 |
| Direct Shear (ASTM D-3080) | $ 175.00 |
| Permeability (Constant or Falling Head), Undisturbed | $ 180.00 |
| Permeability (Constant or Falling Head), Remolded | $ 200.00 |
| Unconsolidated Undrained Triaxial Shear (ASTM D-2850) | $ 375.00/pt. |
| Unconfined Compression, Undisturbed (ASTM D-2166) | $ 75.00 |
| Unconfined Compression, Remolded (ASTM D-2166) | $ 100.00 |
| Density of Undisturbed Ring Sample | $ 35.00 |
| California Bearing Ratio (CBR) (ASTM D1883) | $ 375.00 |
| Specific Gravity - #10 Fraction) (ASTM D-854) | $ 50.00 |
| Sample Prep (Laboratory) | $ 48.00/hour |
| Soil pH (ASTM G-51) $50.00 | |
| Soil Resistivity (ASTM G-57) | $50.00 |
| One Dimensional Swell (ASTM 4546) | $375.00 |
| Moisture Test Kits | $25.00 |

## CONCRETE

| | |
|---|---|
| Compressive Strength Tests (Curing & Capping) | |
| Concrete Cylinders & Cubes (ASTM C-39) | $ 15.00 |
| Hold Cylinders not Tested | $ 15.00 |
| Flexural Strength (Beams) (ASTM C-78) | $ 25.00 |
| Concrete Cores (ASTM C-39) | $ 25.00 |
| Single use Cylinder Molds | $ 2.00 |
| Concrete Mix Design | $ 1,500.00 |
| Less Aggregate Tests/negotiable | $1,000.00 |
| CTB Mix Design | $ 1,500.00 |

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## ASPHALT

| | |
|---|---|
| Asphaltic Concrete Pavement Analysis (includes extraction, gradation, Marshalls unit weight, flow, stability, calculation of air voids and voids filled per set of 3 Marshalls) | $ 275.00 |
| Asphaltic Concrete Mix Design | $ 2,500.00 |
| Lab Verification of Asphalt Mix Design | $ 700.00 |
| Retained Stability of Bituminous Mixture (ASTM D-1075) | $ 300.00 |
| Asphalt Content & Gradation of Bituminous Mixture | $ 100.00 |
| Unit Weight, Stability & Flow (ASTM D-1559) | $ 80.00 |
| Asphalt Core Density and Length (ASTM D-2726) | $ 30.00 |
| Maximum Theoretical Specific Gravity (ASTM D-2041) | $ 60.00 |
| OGFC Mix Design | $ 500.00 |
| Superpave Mix Design | $5,000.00 |
| Gyratory Specimens (AASHTO T-312) | $175.00 |

## AGGREGATE

| | |
|---|---|
| Clay Lumps - Friable Particles (ASTM C-142) | $ 50.00 |
| Organic Impurities (ASTM C-40) | $ 75.00 |
| Sand Equivalent (ASTM D-2419) | $ 50.00 |
| Fractured Face Count + #4 | $ 30.00 |
| Fractured Face Count + #10 | $ 35.00 |
| Los Angeles Abrasion (ASTM C-131) | $200.00 |
| Magnesium or Sodium Sulfate Soundness (ASTM C-88) | $250.00 |
| Specific Gravity & Absorption (Coarse or Fine Aggregate) (ASTM C-127,C-128) | $ 70.00 |
| Unit Weight (ASTM C-29) | $ 40.00 |
| Lightweight Pieces(ASTM C123) | $120.00 |
| Flat and Elongated pieces | $ 50.00 |
| Aggregate Correction Factor (ASTM C-231) | $ 30.00 |
| Uncompacted Void Content (Fine Agg.) (ASTM C-1252) | $50.00 |
| Aggregate Soundness by Freeze/Thaw | $150.00 |

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March 28, 2011

Mr. Ivan Trujillo
Louis Berger Group, Inc.
2019 Galisteo Center
Santa Fe, New Mexico 87505

Dear Mr. Trujillo:

Parametrix is pleased to submit the following proposal to provide migratory bird nest monitoring for the County Road 98 project in Santa Fe County, New Mexico. The work will be completed in conformance with the Migratory Bird Treaty Act, in coordination with the New Mexico Department of Transportation (NMDOT), Bureau of Land Management (BLM), and US Fish and Wildlife Service (USFWS). A discussion of the scope of work is included below and proposed costs follow.

SENT VIA EMAIL

A. **Field Survey:** Qualified biologists will survey the corridor and remove inactive bird nests. It is important that this is done before the nesting season begins but close enough to the beginning of construction to avoid the possibility that birds would construct new nests.

B. **Agency Coordination**: Contact will be made with agencies such as the USFWS, BLM, and NMDOT to inform them that the survey and nest removal is taking place.

C. **Reporting**: Parametrix will prepare a brief report on the findings of the survey to document that the environmental commitments have been followed

Let me know if this seems reasonable. We look forward to working with you.

Sincerely,

John Taschek

ATTACHMENT: Cost Proposal



inspired people
inspired solutions
making a difference

ATTACHMENT A

**Cost Proposal for Migratory Bird Treaty Act Environmental Compliance Services**
**Santa Fe County Road 98 Widening Project**
**Parametrix, March 28, 2011**
**Prepared for Louis Berger Group, Inc.**

| WORK TASK | NUMBER OF HOURS | | | | HRS PER TASK |
|---|---|---|---|---|---|
| | Parametrix Staff | | | | |
| | Principal | Senior Biologist | Principal Investigator/ Cultural Resources | Project Coordinator/ Production Staff | |
| **A. Scoping and Coordination** | 1 | 4 | | 2 | 7 |
| **B. Field Survey** | | 10 | | | 10 |
| **C. Reporting** | | 8 | 2 | 3 | 13 |
| Total | 1 | 22 | 2 | 5 | 30 |
| | 191.00 | 132.00 | 87.00 | 50.00 | |
| | $191.00 | $2,904.00 | $174.00 | $250.00 | $3,519.00 |
| INDIRECT COSTS | | | | | |
| Reproduction, Photography, etc. | $125.00 | | | | |
| Travel | $92.00 | | | | |
| Per Diem (meals $46/day) | $46.00 | | | | |
| Subtotal | $263.00 | | | | |
| **TOTAL (Does not include NM gross receipts tax, which will be charged at the current rate)** | | | | | **$3,782.00** |

PROPOSAL:
Parametrix
8901 Adams St. NE, Alb. 87113
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