

**PROFESSIONAL SERVICES AGREEMENT  
WITH THE LOUIS BERGER GROUP  
TO PROVIDE PROJECT REPRESENTATIVE AND INSPECTION SERVICES FOR  
THE CAJA DEL RIO ROAD IMPROVEMENT PROJECT**

**THIS AGREEMENT** is made and entered into on this 30<sup>th</sup> day of May, 2012, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), an New Mexico political subdivision, and The Louis Berger Group, Inc. (hereinafter referred to as the "Contractor").

**WHEREAS**, Pursuant to NMSA 1978, Sections 13-1-119 and 13-1-123, competitive, sealed proposals were solicited via a formal request for proposals, RFP #2012-0152-PW/TRV, 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 The Louis Berger Group as the highest rated offeror;

**WHEREAS**, the County is constructing road improvements on approximately 3.69 miles of the Caja del Rio Road;

**WHEREAS**, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**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 "PR" shall provide the following services to Santa Fe County:

- a. General – PR is the County's agent at the site as directed by and under the supervision of the principle engineer. Make daily site visits as the PR deems necessary to observe as an experienced and professional construction manager the progress and quality of the contractor's work. The PR's dealings in matters pertaining to the Contractor's field and administrative Work in progress shall in general be with the Contractor, keeping County advised as necessary.
- b. Schedules – Review the progress of the construction schedule, schedule of shop drawings and sample submittals, and schedule of values prepared by Contractor, advise Owner of compliance with schedule during construction and obtain County's agreement with the schedule throughout the duration of the construction project.
- c. Conferences and Meetings – Attend meetings with Contractor. The contractor shall attend the preconstruction conference, progress meetings, job conferences, other

project related meetings and prepare and circulate copies of minutes thereof within one working day after each conference or meeting.

- d. Records – Maintain a record of the names and addresses of all subcontractors, consultants and suppliers.
- e. Liaison – 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. Manage all coordination for the project with the general public, residents and businesses affected by the project, as well as public utility entities and the County’s governing body. Also, assist in obtaining from County additional details or information, when required for proper execution of the work by the Contractor.
- f. Progress – Keep the County routinely informed of the progress of the work.
- g. Shop Drawings and Samples/Submittals
  - 1) Record date of receipt of samples/submittals and approved shop drawings and maintain a submittal log.
  - 2) Receive samples/submittals which are furnished at the site by Contractor and notify the engineer of availability of samples/submittals for its review and approval.
  - 3) Advise Contractor and County of the commencement of any portion of the construction work requiring a shop drawing or sample submittal for which PR believes that the submittal has not been approved by the engineer.
  - 4) Review shop drawings for completeness and compliance with construction documents and notify Contractor when approval has been obtained from the engineer. Maintain updated documentation as to the status of the shop drawings and samples/submittals.
  - 5) Ensure that the contractor provides an electronic version in .pdf format, and two full sets drawings of the as-builts that are completed, stamped and approved, upon completion of the construction. Upon receipt and acceptance of the as-built drawings from the Contractor, ensure that the as-built drawings are transmitted to the Engineer for the Engineer’s preparation of the record drawings.
- h. Modifications – Consider and evaluate Contractor’s suggestions for modifications in drawings or specifications and report such suggestions, together with engineer’s design recommendations to County. Transmit to Contractor in writing decisions issued by County. Review all change orders and make recommendations to County on all change orders.

i. Review of Work and Rejection of Defective Work

- 1) Conduct on-site observations of Contractor's work in progress to assist engineer 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 construction contract for construction of the project.
- 2) 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. Advise County of that part of work in progress the PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

j. Inspections, Tests and System Startups – Coordinate and confirm, as set forth in PR's response to RFP #2012-0152-PW/TRV, all material testing requirements with Contractor and assure that the contractor documents all test results adequately and retains all test records. Ensure that all testing meets the American Standard Testing Methods (ASTM) and American Association of State Highway and Transportation Officials (AASHTO) test methods and relevant NMDOT Specifications including but not limited to AWWA and NMAPWA testing requirements. Ensure that all testing related to water meets the Santa Fe County specifications and that all testing regarding storm drain elements meets ADWA specifications.

- 1) Provide an independent testing laboratory.
- 2) Review quality control and quality assurance test reports.
- 3) Verify that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate County personnel, and that Contractor maintains adequate records thereof.
- 4) Observe and record appropriate details relative to the test procedures and system start-ups and submit all observations to engineer.
- 5) Accompany visiting inspectors representing the public or other agencies having jurisdiction over the project and record the results of these inspections.
- 6) Quality Assurance services must be overseen by a registered professional engineer licensed in the State of New Mexico. The material technician working on this project must possess required certifications for all material testing and inspection requirements in accordance with NMDOT Technician Training Certification Program.
- 7) Review the Storm Water Pollution Prevention Plan and Best Management Practices, and report any non-compliance by Contractor to the County.
- 8) Provide all test and inspection reports to the County.

k. Reports

- 1) Prepare and maintain daily, weekly and monthly reports, of progress and Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals. Maintain a diary or log book regarding Contractor's hours on the site, weather conditions, site visitors, decisions and general observations. Ensure that redlines are current with work progress.
- 2) 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, including labor and equipment and appropriate overhead and profit costs and subcontractor quotes and itemizations. Final approval of all Change Orders will be made by the County.
- 3) Furnish to County timely copies of all inspections, tests and system start-up reports.
- 4) Immediately notify County of the occurrence of any Site accidents, emergencies, 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. Provide written documentation of occurrences and recommendations.
- 5) 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 construction schedule and current status/updates of redlines or as-built drawings when applicable.
- 6) Advise the County and Contractor when the as-built drawings do not coincide with the progress of the project.

- l. Payment Requests – Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to the County, noting particularly the relationship of the payment requested to the schedule of values, construction completed, updated redlines/as-builts, all testing results for the pay period and materials and equipment delivered at the site but not incorporated in the work. Advise the County and Contractor when the project's progress does not coincide with the updates made on the as-built/redline drawings which may delay payment to the contractor.

- m. Certificates, Operation and Maintenance Manuals – During the course of the construction, 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 County prior to payment for that part of the work.

n. Completion

- 1) Review schedules submitted by the contractor. Maintain orderly files for correspondence, reports, reproductions of original contract documents including all change orders, addenda, additional drawings issued subsequent to the execution of the contract, engineer's clarification and interpretations and all contractor submittals.
- 2) Coordinate and conduct the Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of punch list items to be completed or corrected. Notify County in writing as to when Substantial Completion is achieved and if applicable, recommend the assessment of liquidated damages.
- 3) Coordinate and conduct the final inspection with County and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 4) Observe and determine whether the contractor addresses and completes all items on the final list and makes written recommendations to the County concerning acceptance of the Notice of Acceptability of the work. Provide the final Notice of Acceptability of the work and all warranty dates and information. Notify County in writing as to when Physical Completion is achieved.
- 5) Ensure that all administrative close out documentation from the Contractor is received within a reasonable time to ensure final payment and project close out so as not to extend the contractual term.
- 6) Review the contractor's completion documents and provide the project close out package to the County within two weeks of receipt of a copy of the cancelled check from the final pay application for the Contractor. Close out package should consist of all pertinent documentation and photos obtained throughout the duration of the construction project close out package will be submitted in labeled, organized brown accordion binders in appropriately labeled storage boxes.

o. PR shall not:

- 1) Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 2) Advise on, issue direction relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 3) Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Contractor.
- 4) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as provided in this Agreement or as specifically authorized by County.

- 5) Accept Shop Drawing or Sample Submittals from anyone other than Contractor.
- 6) Authorize County to occupy the project in whole or in part.

p. Qualifications And Work Schedule Of Project Representative (Pr) And Inspection Services

- 1) The PR shall provide its services under the direction of a New Mexico licensed professional engineer who is registered throughout the duration of the project. The PR shall attend and participate in the pre-bid meeting and pre-construction meeting, work with contractor during construction and prepare project closeout as stated herein.
- 2) Construction inspection services will include daily supervision of the entire road construction to ensure the contractor is in compliance with the road design, specifications and material testing requirements, applicable codes, environmental biological and cultural requirements and traffic control requirements. PR services will also include preparing daily construction logs and photographs documenting construction activities and data, review of contract specifications for the safety and utility of all construction work. Determine project details such as plan preparation, acceptance testing and evaluation of field conditions. The Construction Inspector must have proven knowledge of complete road construction and material testing and/or road restoration requirements; traffic control procedures, drainage structure SWPPP requirements and waterline crossings. This individual will be required to work full-time on this project and throughout the completion of construction.
- 3) The PR/Construction Inspector shall have proven experience in project control - including budget, development, inspection, site planning, design, construction methods, construction materials and testing, value analysis, cost estimating, scheduling, contract administration, accounting, business and financial management, safety, road and utility construction standards, inspection regulations and procedures, and engineering sciences.
- 4) Quality Assurance services must be overseen by a registered professional engineer licensed in the State of New Mexico. Material technicians working on this project must possess required certifications for all material testing and inspection requirements in accordance with NMDOT Technician Training Certification Program.

## **2. COMPENSATION, INVOICING, AND SET-OFF**

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

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all time, material costs, and expenses shall be in accordance with hourly rates and fee schedule specified in Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax shall not exceed **Three Hundred and Seventeen Thousand Eight Hundred Forty Nine and Eight Cents (\$317,849.08), exclusive of GRT.** Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) 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. County shall notify the Contractor when the total compensation amount is reached. 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 being rendered.

B. The Contractor shall submit a monthly written request for payment to the County when payment is due under this Agreement. Contractor's request for payment shall indicate dates and describe or itemize the Contractor's time and services provided by the end of the monthly billing period. The itemization shall generally correspond to the scope of services required in this Agreement and, if applicable, be substantiated by invoices, receipts or other documentation indicating that the requested payment is due and owing for services performed. 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 Contractor 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 Contractor 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 project.

### **4. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for not other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

### **5. 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 Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor 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.

### **6. 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 Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor 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 Contractor in any way or forum, including a lawsuit.

## **7. INDEPENDENT CONTRACTOR**

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

## **8. 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 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.

## **9. SUBCONTRACTING**

The Contractor 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.

## **10. PERSONNEL**

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

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

## **11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor 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.

## **12. 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 County.

## **13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

## **14. CONFLICT OF INTEREST**

The Contractor 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.

## **15. 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 Contractor 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.

## **16. 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.

## **17. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 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.

## **18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor 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 Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

## **19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

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

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

## **20. 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 Contractor 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 Contractor 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.

## **21. INDEMNIFICATION**

A. The Contractor 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) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

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

## **22. 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.

## **23. 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 County: Santa Fe County  
Office of the County Attorney  
102 Grant Avenue  
Santa Fe, New Mexico 87501

To the Contractor: The Louis Berger Group  
2019 Galisteo St., Unit M-1  
Santa Fe, New Mexico 87505

## **24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

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

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

## **25. FACSIMILE SIGNATURES**

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

## **26. LIMITATION OF LIABILITY**

The County's liability to the Contractor 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 Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

## **27. NO THIRD-PARTY BENEFICIARIES**

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

## **28. INSURANCE**

A. General Conditions. The Contractor 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 Contractor 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 \$2,000,000.00 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 Contractor; 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 additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor 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 Contractor shall increase the maximum limits of any insurance required herein.

**29. PERMITS, FEES, AND LICENSES**

Contractor 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.

**30. NEW MEXICO TORT CLAIMS ACT**

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

**31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**


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

**32. SURVIVAL**

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

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

**SANTA FE COUNTY**

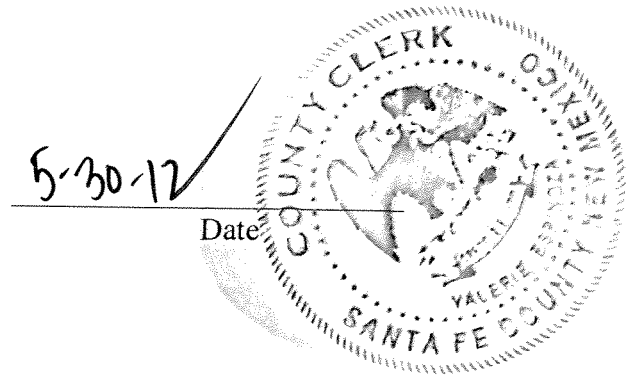
  
\_\_\_\_\_  
Liz Stefanides, Chair  
Santa Fe Board of County Commissioners

\_\_\_\_\_  
Date

ATTEST TO:

*Valerie Espinoza* by *VT*

Valerie Espinoza, Santa Fe County Clerk



Approved as to Form:

*Stephen C. Ross*

Stephen C. Ross  
Santa Fe County Attorney

*April 30, 2012*  
Date

Finance Department Approval:

*Teresa Martinez*

Teresa Martinez  
Finance Director

*5/15/12*  
Date

The Louis Berger Group:

*[Signature]*  
Signature

*5/16/12*  
Date

*Roger Patton*  
Printed Name

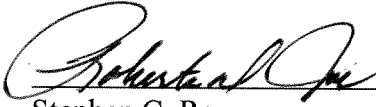
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**ATTEST TO:**

\_\_\_\_\_  
Valerie Espinoza, Santa Fe County Clerk

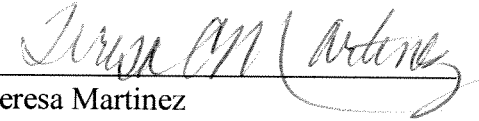
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**Approved as to Form:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

  
\_\_\_\_\_  
Date

**Finance Department Approval:**

  
\_\_\_\_\_  
Teresa Martinez  
Finance Director

  
\_\_\_\_\_  
Date

**The Louis Berger Group:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

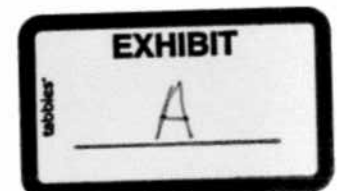
Its: \_\_\_\_\_



LBG Staff Allocation	Direct Labor	Overhead	Fee	Total(s)	
	(Hourly)	156.15%	8%	Man-Hours	Cost
Engineer-in-Charge	\$ 38.94	\$ 60.80	\$ 7.98	432	\$ 46,536.94
Project Representative	\$ 42.07	\$ 65.69	\$ 8.62	838	\$ 97,529.20
Senior Designer	\$ 40.63	\$ 63.44	\$ 8.33	0	\$ -
Drainage Engineer	\$ 55.00	\$ 85.88	\$ 11.27	0	\$ -
Designer	\$ 30.29	\$ 47.30	\$ 6.21	0	\$ -
Technician	\$ 23.08	\$ 36.04	\$ 4.73	48	\$ 3,064.75
Construction Inspector	\$ 33.00	\$ 51.53	\$ 6.76	1,500	\$ 136,937.79
<b>Sub-Total</b>				<b>2,818</b>	<b>\$ 284,068.68</b>
<b>Sub-Consultants</b>					
QA Testing Allowance (Geo-Test)					\$ 29,788.00
<b>Sub-Total</b>					<b>\$ 29,788.00</b>
<b>Reimbursable</b>					
Recordkeeping Supplies					\$ 350.00
Transportation Mileage		Estimated to be	\$0.41/mile	8,640 miles	\$ 3,542.40
Copying (\$0.10 per sheet)		Estimated to be	\$0.10/sht.	1000 shts	\$ 100.00
<b>Sub-Total</b>					<b>\$ 3,992.40</b>
<b>Estimated Budget</b>					<b>\$ 317,849.08</b>

8.1875% NMGR \$ 26,023.89

Total Budget with NMGR \$ 343,872.97



Activity	Estimated Work-Hours							Totals
	Engineer-in-Charge	Project Representative	Sr Designer	Sr Hydrologist	Designer	CADD Technician	Construction Inspector	
<b>Task I: Project Representation (for 180 days)</b>	432	838	0	0	0	48	1500	2818
<b>A. General</b>								
- Construction Manager / Inspector for 180 days at 8 hrs/day							1440	1440
<b>B. Schedules</b>								
- Review Schedules	16	54	-	-	-	-	incl.	70
<b>C. Conferences &amp; Meetings (12 meetings at 3 hours each)</b>								
- Preconstruction Conference	33	16					incl.	49
- Weekly Construction Meetings (36 meetings at 2 hours long)	72	72					incl.	144
<b>D. Liaison</b>								
-	-	-	-	-	-	-	incl.	0
a) Serve as County's liaison with Contractor	24	44	-	-	-	-	incl.	68
b) Assisit in obtaining from Owner additional details or information	16	24					incl.	40
<b>E. Shop Drawings and Samples</b>								
a) Record/Track	8	44					incl.	52
b) Notify Engineer		24					incl.	24
c) Advise Contractor and Owner	4	8					incl.	12
d) Review Shop Drawings	16	32					incl.	48
<b>F. Modifications</b>								
- Consider Mondifications	16	32					incl.	48
<b>G. Review Work and Rejection of Defective Work</b>								
a) On-Site Observations							incl.	0
- Daily Inspection							incl.	0
- Weekly Inspection	36	96					incl.	132
- Monthly Inspection	36	54					incl.	90
b) Notify Contractor	8	24					incl.	32
<b>H. Inspections, QA Tests, System Start-Up</b>								
a) Verify QC/QA Tests and Test Documentation	4	24					incl.	28
b) Observe and record details of test procedures							incl.	0
Negotiated Items		8					incl.	8
d) Review SWPPP		incl.					incl.	0
e) Provide all test and inspection reports to County		incl.				8	incl.	8
<b>I. Records</b>								
a) Maintain Orderly Files / Correspondance / Change Orders / Etc.	20	36					incl.	56
b) Prepare Daily Reports / Diary / Sourcebooks							incl.	0
c) Record names, addresses, etc							incl.	0
d) Maintain Records for for use in Preparing Documentation	12	36				32	60	140
e) Furnish Original Set of Documentation	4	4				8	incl.	16
<b>J. Reports</b>								
a) Prepare Periodic Reports							incl.	0
- Daily Inspection Log							incl.	0
- Weekly Reports	36	72					incl.	108
- Monthly Inspection (9 monthly inspections)	12	18					incl.	30
b) Review and Approve Change Orders/Directives/Field Orders	12	40					incl.	52
c) Furnish to Owner Copies of Documentation	4	4					incl.	8
d) Immediately Notify Owner		4					incl.	4
e) Update County		12					incl.	12
<b>K. Payment Requests</b>								
a) Review Applications for Payment (10 pay applications)	15	20					incl.	35
<b>L. Certificates</b>								
a) Verify Certificates	12	12					incl.	24
<b>M. Completion</b>								
a) Substantial Completion Inspection (Pre-Final Inspection)	4	8					incl.	12
b) Final Inspection	4	8					incl.	12
c) Observation of Final Inspection Punch List	8	8					incl.	16
<b>Project Totals</b>	<b>432</b>	<b>838</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>1500</b>	<b>2818</b>

March 22, 2012

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

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

**RE:** Caja Del Rio Roadway Construction / Drainage  
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, base course, 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
<b>Subgrade Preparation, NMDOT Section 207</b>		
In-Place Density	120 at \$48.00/hr	\$5,760.00
Moisture Density (Proctor)	6 at \$200.00/ea	\$1,200.00
<b>Foundations / Backfill for Utilities, NMDOT Section 660</b>		
In-Place Density	120 at \$48.00/hr	\$5,760.00
<b>Base Course, NMDOT Section 304</b>		
In-Place Density & Thickness	50 at \$48.00/hr	\$2,400.00
Moisture Density (Proctor)	2 at \$200.00/ea	\$400.00
Gradations, FF, & PI	13 at \$120.00/ea	\$1,560.00
<b>HMA Superpave, NMDOT Section 423</b>		
Sampling HMA	96 at \$48.00/hr	\$4,608.00
Asphalt Analysis (AC, Gradation, Gyratory Voids)	16 at \$335.00/ea	\$5,360.00
Asphalt Coring	16 at \$100.00/hr	\$1,600.00
Core Density and Thickness	16 at \$30.00/ea	\$480.00
<b>Portland Cement Concrete, NMDOT Section 510, 511, &amp; 521</b>		
Sampling Fresh Concrete	30 at \$48.00/hr	\$480.00
Compressive Strength Specimens	25 at \$15.00/ea	\$180.00
<b>ESTIMATED TOTAL COST</b>		<b>\$29,788.00</b>

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

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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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