

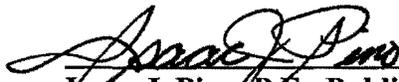
City of Santa Fe, New Mexico

memo

DATE: January 13, 2014

TO: Finance Committee

VIA: Marcos Tapia, Finance Department Director 



Isaac J. Pino, P.E., Public Works Department Director

Eric Martinez, P.E., Roadway & Trails Engineering Division Director 

FROM: Desirae Lujan, P.E., Engineer Associate 

ITEM & ISSUE:

CIP #810A – CERRILLOS ROAD RECONSTRUCTION PROJECT: PHASE IIC – CAMINO CARLOS REY TO ST. MICHAEL'S DRIVE: REQUEST FOR APPROVAL OF AMENDMENT #2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARSONS BRINCKERHOFF, INC. FOR ADDITIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$42,170.17 INCLUSIVE OF NMGRT.

BACKGROUND & SUMMARY:

On March 13, 2013 the City Council approved a Cooperative Project Agreement with the New Mexico Department of Transportation (NMDOT) in the amount of \$11,000,000 to fund design and construction of the Cerrillos Road Reconstruction Project, Phase IIC, from Camino Carlos Rey to St. Michael's Drive. This funding is comprised of federal and state funds, requires no city match and is programmed in three federal fiscal years, FY 2013 thru 2015. As a result of the aforementioned funding, a Request for Proposals (RFP No. '13/27/P) was advertised on March 6, 2013 requesting professional services to complete design of the referenced project. A Professional Services Agreement with Parsons Brinckerhoff, Inc. was approved by the governing body on May 8, 2013 in the amount of \$449,368.33 plus applicable NMGRT.

These services will provide continued and progressive improvements to the Cerrillos Road corridor to improve drainage and enhance multimodal mobility, safety and efficiency. Additionally, the design approach of past project phases will be reevaluated and cost effective state of the art construction processes and techniques will be investigated to help improve efficiency of construction operations in an effort to reduce construction time, improve success for timely completion while obtaining a quality product. Design development will also include environmental study and clearance in accordance with federal requirements; public involvement including interviews with adjacent property owners; thorough subsurface utility investigations; evaluation of vehicular, bicycle, transit and pedestrian safety needs; and evaluation of various construction phasing and traffic management alternatives which may include, but are not limited to, continuous night work operations to help minimize traffic disruption, congestion and impacts to neighboring businesses during construction.

Amendment #1 in the amount of \$18,964.20 excluding NMGRT, provided for engineering services to design waterline improvements and incorporate the design into the Cerrillos Road Phase IIC Roadway project to maximize project quality and minimize public inconvenience.

Amendment #2, in the amount \$38,978.78 excluding NMGRT, will provide for right-of-way survey and mapping not originally included in the scope of work. This work was intended to be completed by the NMDOT as described in the cooperative agreement. Recently it was discovered that the NMDOT did not have the resources to complete this work in the timely manner required to meet the project schedule. Being that the funding is solely Federal and State funds the additional compensation will not require City funds.

Sufficient funds are currently budgeted and available in CIP #810A Cerrillos Road Business Unit 32315, Line Item 572960 (WIP Design) made available through the aforementioned cooperative agreement with NMDOT.

RECOMMENDED ACTION:

The Public Works Department recommends the following:

- Approval of Amendment No. 2 to the professional services agreement with Parsons Brinckerhoff, Inc. in the amount of \$42,170.17, including NMGRT.

Attachments: PSA
Amendment #1
Amendment #2
PB Scope of Work (exhibit A-1)
Work hour summary (exhibit B-1)
Summary of Contracts

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 9, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Parsons Brinckerhoff, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe .

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include the scope described in Exhibit "A-1" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-eight thousand nine hundred seventy eight and seventy eight cents (\$38,978.78) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered as described in Exhibit "B-1" attached hereto, a sum not to exceed five hundred and seven thousand forty one dollars and thirty six cents (\$507,041.36), plus applicable gross receipts taxes.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: _____
DAVID COSS, MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

CONTRACTOR:

Judith Aron for

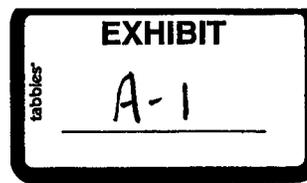
CITY ATTORNEY 1/14/14

NAME & TITLE

Date: _____

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR



1/8/2014

City of Santa Fe Cerrillos Road

Scope of Work

A. Cerrillos Road Right-of-Way Mapping.

The overall scope of this task involves generating right-of-way maps and legal descriptions for the reconstruction of Cerrillos Road from Camino Carlos Rey to Chama Ave. All documents will adhere to the New Mexico Department of Transportation Department (NMDOT) format and specifications. Maps and legal descriptions will be submitted to the NMDOT Surveying Section for the standard two reviews prior to final submittal.

I-A. Right-of-Way Mapping

Existing right-of-way limits will be determined based on a reconciliation of the record right-of-way documents and the monuments found in the field. The records of the Santa Fe County Clerk and the NMDOT will be searched for the record documents pertaining to existing right-of-way and proposed right-of-way impacts. The field property surveys will be performed by Bohannon Huston, Inc.

The proposed right-of-way limits and permits will be designed to encompass any improvements which fall outside of the existing right-of-way. Assume eleven right-of-way takes and four temporary construction permits (TCP's), the maps will have a 1"=30' horizontal scale. Maps will be prepared in AutoCad Land Desktop Development or Civil 3D. Maps will include a cover sheet, a parcel sheet and at least four maps sheets. Legal descriptions for the right-of-way takes will be written and a TCP listing generated. The legal descriptions will be generated in Word and the TCP listing in Microsoft Excel format. Title Reports will be provided by the NMDOT.

The maps, legal descriptions and TCP listing will be submitted to the NMDOT Lands Engineering Verifications Unit for two reviews prior to Final Map Submittal. A meeting will be held with the NMDOT Survey Section and Lands Engineering to present the project and address any concerns prior to generation of the maps and any submittals.

Schedule

We propose the following schedule to complete the scope of work identified above:

First Check Submittal: Six weeks after notice to proceed.

Second Check Submittal: One week after receipt of First Check comments.

Final Map Submittal: One week after receipt of Second Check comments.

Scope of Work

B. Cerrillos Road Monumentation Mapping.

The overall scope of this task involves monumenting the right-of-way and creating monumentation maps for the reconstruction of Cerrillos Road from Camino Carlos Rey to Chama Ave. All documents will adhere to the New Mexico Department of Transportation Department (NMDOT) format and specifications. Maps will be submitted to the NMDOT Surveying Section for the standard two reviews prior to final submittal.

I-B. Monumentation Mapping

Proposed right-of-way limits will be monumented in the field with two inch aluminum caps set on 5/8" rebar or with magnetic nails and shiners depending on conditions. The type of monuments set along with the coordinates and station and offsets will be shown on a set of monumentation maps. The monuments and maps will be based on the final right-of-way maps for the project as approved by the NMDOT. The field monumentation surveys will be performed by Bohannon Huston, Inc. The monumentation maps will be filed for record in the Office of the County Clerk of Santa Fe County by the NMDOT.

The maps will have a 1"=30' horizontal scale and will be based on the approved right-of-way maps. Maps will be prepared in AutoCad Land Desktop Development or Civil 3D. Maps will include a cover sheet and at least four maps sheets

The maps will be submitted to the NMDOT Lands Engineering Monumentation Unit for two reviews prior to Final Map Submittal.

Schedule

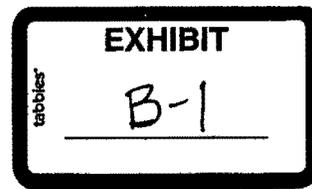
We propose the following schedule to complete the scope of work identified above:

First Check Submittal: Six weeks after notice to proceed.

Second Check Submittal: One week after receipt of First Check comments.

Final Map Submittal: One week after receipt of Second Check comments.

Right-of-Way Mapping WORK ELEMENT SUMMARY



/8/2014

I-A. Right-of-Way Map Document Preparation Cerrillos Rd. Santa Fe

1. Direct Labor

	hours		rate		cost
Professional Surveyor	144	x	\$47.92	=	\$6,900.48
Totals	144				\$6,900.48

2. Overhead

	157.70%		of Item 1		\$10,882.06
OH minus FCCM @ 0.2%					\$10,868.26

3. Subconsultants

Bohannon Huston, Inc.					\$5,750.00
Field Property Surveys					
Total Subconsultants					\$5,750.00

4. Direct Expenses

Research Copies @ County Clerk					Lump Sum \$45.00
Printing & Reproduction					Lump Sum \$50.00
FedEX deliveries					Lump Sum \$75.00
Mileage	330	x	\$0.560 /mile		\$184.80
Total Direct Expenses					\$354.80

5. Fee

Profit @ 15% Labor and Overhead minus FCCM (Items 1 & 2)					\$2,665.31
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6. SUB TOTAL WORK ELEMENT A

\$26,552.65

Project Total

\$26,552.65

Right-of-Way Mapping WORK ELEMENT SUMMARY

1/8/2014

I-A. Monumentation Surveying and Map Preparation Cerrillos Rd. Santa Fe

1. Direct Labor

	hours	rate	=	cost
Professional Surveyor	64.5	x \$47.92		\$3,090.84
Totals	64.5			<u>\$3,090.84</u>

2. Overhead

157.70%	of Item 1		\$4,874.25
OH minus FCCM @ 0.2%			\$4,868.07

3. Subconsultants

Bohannon Huston, Inc.			\$2,875.00
Field Monumentation Surveys			
Total Subconsultants			\$2,875.00

4. Direct Expenses

Monuments / 2" Aluminum Caps	25 @ \$5.96		\$149.00
Shipping of Monuments		Lump Sum	\$20.00
Printing & Reproduction		Lump Sum	\$50.00
FedEX deliveries		Lump Sum	\$50.00
Mileage	220 x	\$0.560 /mile	<u>\$123.20</u>
Total Direct Expenses			\$392.20

5. Fee

Profit @ 15% Labor and Overhead minus FCCM (Items 1 & 2)			\$1,193.84
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6. SUB TOTAL WORK ELEMENT A

\$12,426.13

Project Total

\$12,426.13



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Parsons Brinckerhoff, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$449,368.38

Termination Date: September 30, 2017

Approved by Council Date: May 8, 2013

or by City Manager Date: _____

Contract is for: Professional Services for engineering design of Cerrillos Road Reconstruction Project, Phase IIC - Camino Carlos Rey to St. Michael's Drive

Amendment # 2 to the Original Contract# 13-0314

Increase/(Decrease) Amount \$ \$38,978.78

Extend Termination Date to: No Contract Time Extension Required

Approved by Council Date: Pending: January 29, 2014

or by City Manager Date: _____

Amendment is for: Increase scope and comp for Water division

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 449,368.38 of original Contract# 130314 Termination Date: 09/20/2017
Reason: _____

Amount \$ 18,694.20 amendment # 1 Termination Date: 09/20/2017
Reason: Additional engineering services for waterline improvements.

Amount \$ 38,978.78 amendment # 2 Termination Date: 09/20/2017
Reason: Additional engineering services for right-of-way survey and mapping.

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Total of Original Contract plus all amendments: \$ 507,041

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 13/27/P Date: May 8, 2013

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: first year of four year contract
example: (First year of 4 year contract)

7 Funding Source: Federal and State Funds through NMDOT **BU/Line Item:** 32315 (Cerrillos BU)/572960

8 Any out-of-the ordinary or unusual issues or concerns:
None
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Desirae Lujan Phone # 955-6672

Division Contract Administrator: Sarah Yuma

Division Director: Eric Martinez *EM*

Department Director: Isaac Pino *Isaac Pino*

10 Certificate of Insurance attached. (if original Contract)

11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Contract competitively procured thru RFP; proposals evaluated in accordance with Purchasing Manual (cost 20% of eval. criteria).

12 Prior year's contract amount?: NA

13 Describe service impact from an ongoing commitment to the contractor: NA

14 Why staff cannot perform the work?: Specialized surveying and engineering design services.

15 If extending contract, why?: NA

16 Was a Santa Fe company awarded contract? If not, why?: No, Federal funds do not allow for Local Preference. PB, Inc. was the original design consultant for the corridor (Airport Road through St. Michael's). The City has preliminary plans from PB for this phase of the project.

17 Has the contract has been approved as to form by City Attorney's Office?: Yes.

18 Is this for City Manager or Council approval?: Council:



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

To be recorded by City Clerk:

ITEM # 13-1197

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 8, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Parsons Brinckerhoff, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include the scope described in Exhibit "A-1" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of eighteen thousand nine hundred sixty four and 20/100's (\$18,964.20) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered as described in Exhibit "B-1" attached hereto, a sum not to exceed four hundred sixty eight thousand three hundred thirty two dollars and 58/100's (\$468,332.58), plus applicable gross receipts taxes.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

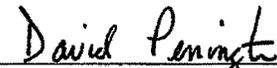
IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:



BRIAN K. SNYDER, CITY MANAGER



NAME & TITLE

Date: 11-25-13

Date: 12/4/2013

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 11/22/13

APPROVED:



MARCOS A. TAPIA, FINANCE DIRECTOR 11/25/13

**Amendment No. 1 – Cerrillos Road Phase IIC
Waterline Replacement
Exhibit A - 1**

Purpose

Parsons Brinckerhoff (PB) will design water distribution system improvements as part of the Cerrillos Road Reconstruction Project, Phase IIC. This will include design of: a replacement waterline along the west side of Cerrillos Road from Camino Carlos Rey to St. Michaels Drive; a replacement waterline on the east side of Cerrillos Road from St. Michaels Drive to Llano Street; two water line crossings across Cerrillos Road; meter service transfers or replacements; fire hydrant installations; and tie-in connections to side streets. The new main is proposed to be as far to the outside of the roadway as possible, preferably behind the curb if space and other utilities permit. The main will be located to provide as straight an alignment as reasonably possible, with a minimum of bends.

Scope

PB will prepare plan and profile sheets showing the proposed waterline design. Sheets will be prepared in a similar format to the Cerrillos Road plan set (1"=50' scale, 24" x 36"). Waterline notes and quantities will be included as needed.

Plans will be prepared to an approximately 60% level for inclusion in the Pre-Final/95% Cerrillos Road plans. PB will attend one review meeting at the City Water Division office. Following the meeting, the plans will be updated and finalized to reflect the comments received. PB will address any remaining comments received on the final plans prior to bidding.

Six (6) potholes will be excavated by PB's subcontractor, Cobb-Fendley to locate potential utility conflicts

A construction cost estimate for the waterline replacement work will be provided with the submittals.

Assumptions

- City standard specifications and details will be used, including City standard restraint tables.
- Water shutoff plan will be the responsibility of the contractor.

City Provided Items

- Schematic waterline layout, including connections to existing side streets.
- Coordinate with the Fire Department for location of hydrants.
- Service replacement schedule.
- Approximate existing waterline depths based on existing valve depths, if needed.

Schedule

The 60%, Plans, Specifications, and Estimate (PS&E), and Final waterline replacement plans will be submitted concurrently with the Cerrillos Road plans. Schedule is to be determined in coordination with the City.

**Amendment No. 1 – Cerrillos Road Phase IIC
Waterline Replacement
Exhibit B -1**

Cost Proposal - Task & Labor Detail

Task	SR SUPV ENGINEER	SR SUPV CADD DESIGNER	ENGINEER II	Total Hours
Waterline Design				
1 Plans				
60% Plans and Cost Estimate	12	12	24	48
95% Plans and Cost Estimate	6	8	12	26
Bid Plans and Estimate	1	2	4	7
sub-total	19	22	40	81
Cost	3,244.17	2,621.18	4,055.56	9,920.91
2 Coordination				
Scoping meeting	2			2
60% review meeting	4			4
Utility coordination/identification of potential conflicts			6	6
Other reviews (to be combined with overall project meetings)				0
sub-total	6	0	6	12
Cost	1,024.48	-	608.33	1,632.81
3 Project Management				
Project setup, management and invoicing	10			10
Subconsultant coordination	2			2
QA/QC	5			5
sub-total	17	0	0	17
Cost	2,902.68	-	-	2,902.68
Labor, Overhead and Fee Totals				
Hours Totals	42	22	46	110
Base Labor Rate	\$57.38	\$40.04	\$34.07	
Base Labor Costs	\$2,409.80	\$880.80	\$1,567.22	\$4,857.83
Overhead @ 158.8%	\$3,826.77	\$1,398.72	\$2,488.75	\$7,714.23
Fee on Labor + OH @ 15%	\$934.76	\$341.66	\$607.92	\$1,884.35
Totals	\$7,171.33	\$2,621.18	\$4,663.89	\$14,456.40
Direct Costs				
Mileage (120 miles @ 56.5 cents/mile)				\$67.80
Sub-total				\$67.80
Subconsultants				
Cobb Fendley (6 potholes, 4'-8" depth @ \$740 each)				\$4,440.00
Sub-total				\$4,440.00
Total Cost				\$18,964.20

City of Santa Fe, New Mexico

memo

DATE: November 21, 2013
TO: Brian Snyder, City Manager
VIA: Nick Schiavo, Interim Public Utilities Department and Water Division Director *NS*
FROM: Robert Jorgensen, Water Division Engineer *RJA*
RE: Amendment No. 1 to PSA with Parsons Brinkerhoff
Cerrillos Road Reconstruction Phase IIC

ITEM AND ISSUE

Approval of Amendment No. 1 to the professional services agreement with Parsons Brinkerhoff, Inc. (PB) for additional engineering services in the amount of \$18,964.20 plus gross receipts tax is requested.

BACKGROUND AND SUMMARY

A professional services agreement Item #13-0341 with PB was approved by the governing body on May 8, 2013 in the amount of \$449,368.38 plus gross receipts tax. The work scope included the engineering design of roadway and drainage improvements for the reconstruction of Cerrillos Road between Camino Carlos Rey and St. Michaels Drive.

Water distribution system improvements within the Cerrillos Road Phase IIC project limits are also needed. Amendment No. 1 includes additional engineering services for waterline improvements. Waterline plans sheets and bid sheets will be incorporated into the overall project plans bid documents. Designing, bidding, and constructing waterline improvements as an integrated part of the Cerrillos Road Phase IIC roadway project will maximize project quality and minimize public inconvenience as compared with two separate projects.

Amendment No. 1 in the amount of \$18,964.20 will increase the contract total to \$468,332.58 plus gross receipt tax. Funding is available from BU/LI 52305.572960.

ACTION REQUESTED

Staff requests:

- Approval of Amendment No. 1 to the professional services agreement with Parson Brinkerhoff, Inc. for additional engineering services in the amount of \$18,964.20 plus gross receipts tax.

cc: Maya Martinez, Public Utilities
Eric Martinez, Public Works
Desirae Lujan, Public Works



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Parsons Brinckerhoff Inc

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$449,368.38

Termination Date: September 30, 2017

Approved by Council Date: May 8, 2013

or by City Manager Date: _____

Contract is for: cerrillos Road

Amendment # 1 to the Original Contract# 13-0314

Increase/(Decrease) Amount \$ 18694.2

Extend Termination Date to: na

Approved by Council Date: _____

or by City Manager Date: Pending

Amendment is for: Increase scope and comp for Water division

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 449,368.38 of original Contract# 130314 Termination Date: 09/20/2017

Reason: _____

Amount \$ 18,694.20 amendment # 1 Termination Date: na

Reason: scope and comp

Amount \$ _____ amendment # _____ Termination Date _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Total of Original Contract plus all amendments: \$ 468,333

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# Public Works department Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: _____ **BU/Line Item:** 52305.57297

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

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City of Santa Fe, New Mexico

memo

DATE: November 21, 2013
TO: Brian Snyder, City Manager
VIA: Nick Schiavo, Interim Public Utilities Department and Water Division Director *NS*
FROM: Robert Jorgensen, Water Division Engineer *RJ*
RE: Amendment No. 1 to PSA with Parsons Brinkerhoff
Cerrillos Road Reconstruction Phase IIC

ITEM AND ISSUE

Approval of Amendment No. 1 to the professional services agreement with Parsons Brinkerhoff, Inc. (PB) for additional engineering services in the amount of \$18,964.20 plus gross receipts tax is requested.

BACKGROUND AND SUMMARY

A professional services agreement Item #13-0341 with PB was approved by the governing body on May 8, 2013 in the amount of \$449,368.38 plus gross receipts tax. The work scope included the engineering design of roadway and drainage improvements for the reconstruction of Cerrillos Road between Camino Carlos Rey and St. Michaels Drive.

Water distribution system improvements within the Cerrillos Road Phase IIC project limits are also needed. Amendment No. 1 includes additional engineering services for waterline improvements. Waterline plans sheets and bid sheets will be incorporated into the overall project plans bid documents. Designing, bidding, and constructing waterline improvements as an integrated part of the Cerrillos Road Phase IIC roadway project will maximize project quality and minimize public inconvenience as compared with two separate projects.

Amendment No. 1 in the amount of \$18,964.20 will increase the contract total to \$468,332.58 plus gross receipt tax. Funding is available from BU/LI 52305.572960.

ACTION REQUESTED

Staff requests:

- Approval of Amendment No. 1 to the professional services agreement with Parson Brinkerhoff, Inc. for additional engineering services in the amount of \$18,964.20 plus gross receipts tax.

cc: Maya Martinez, Public Utilities
Eric Martinez, Public Works
Desirae Lujan, Public Works

12-3

City of Santa Fe, New Mexico

memo

DATE: November 21, 2013
TO: Brian Snyder, City Manager
VIA: Nick Schiavo, Interim Public Utilities Department and Water Division Director *NS*
FROM: Robert Jorgensen, Water Division Engineer *RJ*
RE: Amendment No. 1 to PSA with Parsons Brinkerhoff
 Cerrillos Road Reconstruction Phase IIC

ITEM AND ISSUE

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Water distribution system improvements within the Cerrillos Road Phase IIC project limits are also needed. Amendment No. 1 includes additional engineering services for waterline improvements. Waterline plans sheets and bid sheets will be incorporated into the overall project plans bid documents. Designing, bidding, and constructing waterline improvements as an integrated part of the Cerrillos Road Phase IIC roadway project will maximize project quality and minimize public inconvenience as compared with two separate projects.

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ACTION REQUESTED

Staff requests:

- Approval of Amendment No. 1 to the professional services agreement with Parson Brinkerhoff, Inc. for additional engineering services in the amount of \$18,964.20 plus gross receipts tax.

cc: Maya Martinez, Public Utilities
 Eric Martinez, Public Works
 Desirae Lujan, Public Works

CERTIFICATE OF LIABILITY INSURANCE

10/1/2014

DATE (MM/DD/YYYY)
12/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																	
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Insurance Corporation</td> <td></td> <td>42404</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Liberty Insurance Corporation		42404	INSURER B:			INSURER C:			INSURER D:			INSURER E:	
INSURER(S) AFFORDING COVERAGE		NAIC #																
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INSURER C:																		
INSURER D:																		
INSURER E:																		
INSURED 1341795 PARSONS BRINCKERHOFF, INC. ONE PENN PLAZA NEW YORK NY 10119																		

COVERAGES PARBR02 CERTIFICATE NUMBER: 12350430 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	TB7-621-094060-023 GENERAL LIABILITY (A/S)	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-62D-094060-013 (AOS) WC7-621-094060-043 (WI)	10/1/2013 10/1/2013	10/1/2014 10/1/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) (PB #33693): CSF CERRILLOS ROAD, CAMINO CARLOS REY TO ST MICHAEL'S DRIVE/ OSAGE AVENUE. THE CITY OF SANTA FE IS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION See Attachments

12350430 CITY OF SANTA FE, ROADWAY & TRAILS ENGINEERING DIVISION PO BOX 909 SANTA FE NM 87504-0909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Policy Number: TB7-621-094060-023
Issued By: Liberty Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - NOTICE OF CANCELLATION & NON-RENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART**

We will not cancel or non-renew this policy or make a "material change" to the insurance afforded by this policy until written notice of cancellation, non-renewal or "material change" has been mailed or delivered to those listed in the schedule below at least:

1. 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
2. 30 days before the effective date of the cancellation, non-renewal or "material change" if we cancel, non-renew or make a "material change" to the insurance afforded by this policy for any other reason.

For the purpose of this endorsement, "material change" is defined as a reduction in Limits of Insurance.

Name: as per schedule on file with broker
Address: as per schedule on file with broker

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION

We will not cancel or non-renew this policy or make a "material change" to the insurance afforded by this policy until written notice of cancellation, non-renewal or "material change" has been mailed or delivered to those listed in the schedule below at least:

1. 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
2. 30 days before the effective date of the cancellation, non-renewal or "material change" if we cancel, non-renew or make a "material change" to the insurance afforded by this policy for any other reason.

For the purpose of this endorsement, "material change" is defined as a reduction in Limits of Insurance.

Name

As per schedule on file with broker.

Address

As per schedule on file with broker

This endorsement is executed by the Liberty Insurance Corporation.

Effective: 10/01/2013

Expiration: 10/1/2014

For Attachment to Policy No: WA7-62D-094060-013
WC7-621-094060-043

Issued to: PARSONS BRINCKERHOFF, INC.
ONE PENN PLAZA
NEW YORK, NY 10119

Miscellaneous Attachment : M467762
Certificate ID : 12350430

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Parsons Brinckerhoff, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. The Contractor shall provide engineering services for the City with regard to the (the "Project"), in conjunction with EXHIBIT "A", attached hereto and made a part thereof.

B. The Contractor shall perform the work within the schedule approved by the City for each project assignment or task. Time is of the essence, and if the Contractor fails to complete the work for each project assignment or task in accordance with the City approved Project Schedule, the Contractor agrees to pay the City the amount of one hundred twenty-five dollars (\$125) for each day any phase of the project remains uncompleted, not as a penalty, but as liquidated damages for breach of this Agreement. The amount of liquidated damages shall be withheld from the final payment to the Contractor. If the amount of liquidated damages exceeds the amount due, the Contractor agrees to pay the City the additional amount within 60 calendar days.

C. If the times for completion of any phase shown on the Project Schedule, are exceeded for reasons beyond the control of the Contractor, then the parties may agree to amend in writing signed by both parties the schedule to extend the time within which Contractor shall complete the project or phase thereof.

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

E. The parties agree that the Contractor is principally responsible for performing plan checks and verifications of quantities and computations before submitting final documents to the City. If, in the City's review of plans specifications, substantive errors and discrepancies are apparent, requiring the City to make detailed checks and verifications of the Contractor's work, the Contractor agrees to pay the City the rate of \$60.00 per hour for the time spent by the City checking and verifying the Contractor's work.

F. The City shall issue to the Contractor a written authorization to proceed for each project assignment or task.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four hundred forty-nine thousand three hundred sixty-eight dollars and thirty eight cents (\$449,368.38), plus applicable gross receipts taxes in the amount of thirty one four hundred fifty-five dollars and seventy nine cents (\$31,455.79) in total for the term of this agreement.

B. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and in accordance with the Unit Rate Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not

made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on September 30, 2017, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

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

(2) Compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the

maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within 10 days of cancellation for any reason. The Contractor shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:	City of Santa Fe	Contractor:	Parsons Brinckerhoff, Inc.
	Roadway & Trails Engineering Division		6100 Uptown Boulevard
	Attn: Eric Martinez or Desirae Lujan		Albuquerque, NM 87110
	P.O. Box 909		
	Santa Fe, New Mexico 87504-0909		

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work

Exhibit B – Unit Rate Schedule

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

CITY OF SANTA FE:

CONTRACTOR: ^{Brinkerhoff DP 5-6-2013}
PARSONS BRINKEROFF, INC.

David Coss
DAVID COSS, MAYOR

By: David Pennington

DATE: 3-10-17

DATE: 4 May 2013

ATTEST:

NM Taxation & Revenue
CRS # 01195458002
City of Santa Fe Business
Registration#13-0080534

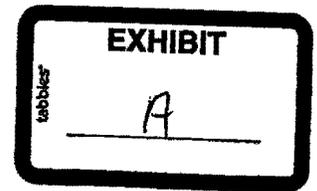
Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
5-8-13

APPROVED AS TO FORM:

Judith Amer for
GENO ZAMORA, CITY ATTORNEY
4/19/13

APPROVED:

Marcos Tapia 5/9/13
MARCOS TAPIA, FINANCE DIRECTOR
32315/572960
Business Unit/Line Item



SCOPE OF SERVICES

BACKGROUND AND SUMMARY

Cerrillos Road (NM 14), a 7.0 mile long corridor from I-25 north to the intersection of St. Francis Drive (US 84-285), is a major principal arterial in a growing business district in the City of Santa Fe, New Mexico. The Santa Fe Metropolitan Planning Organization shows approximately 46,000 vehicles per weekday (2011 average annual weekday traffic volume) with a peak hour volume of approximately 4,600 vehicles per hour.

Enhancements to the corridor from I-25 to Camino Carlos Rey have been completed, two half mile portions of this roadway from Richards Avenue to Cielo Court (Phase IIA) was completed in 2008 and Cielo Court to Camino Carlos Rey (Phase IIB) was completed in 2012 under NMDOT Control Number 2739, Project Number NH-TPE-001-4(19)49 and Control Number L5030, Project Number TPO-001-4(26)50 respectively. The improvements made to date to this portion of the Cerrillos Road corridor have altogether provided considerable safety, economic and mobility improvements. For example, improvements to enhance safety such as roadway and intersection geometric modifications including managed access; traffic signal and lighting system upgrades and synchronization; multimodal improvements such as provisions for bicycle lanes, expanding sidewalks for pedestrians, installation of curb ramps and handrails for ADA accessibility and installation of bus bays/auxiliary lanes for transit service; and improved storm drainage capacity were studied, designed and constructed as part of the earlier projects and are proposed to be carried forward through the remainder of the corridor. Additionally, mobility has been enhanced by increased lane capacity, geometric improvements, multimodal design considerations for bicycles, pedestrians and transit service, improvements to traffic signal synchronization and detection, and access management improvements have all been considered in the design of the corridor to date which will provide for more efficient travel. However, in order to continue the progressive improvements of the corridor, the next 0.7 mile segment from Camino Carlos Rey northeast to its intersection with St. Michaels Drive (Phase IIC) requires final design completion. Note: Professional Services for Phase III – St. Michaels Drive to St. Francis Drive, is not anticipated to be required at this time, but could be added by amendment if necessary.

The existing typical section within the project area along Cerrillos Road consists of a 15 foot raised median, 3-11 foot driving lanes in each direction, 2 foot curb & gutter, a buffer varying in width, 6 foot (typical) sidewalk and another buffer varying in width for a typical right of way width of approximately 150 feet. The posted speed limit on Cerrillos Road in the project area is 35 mph. Two signal controlled intersections exist within the Phase IIC corridor, which include Lujan St., and St. Michaels Drive/Osage Ave. Various stop controlled intersecting roads, driveways and turnouts also exist throughout the corridor. Various overhead and underground utilities, including electric, gas, water, sanitary and storm sewer, exist within the project area.

Initial study and professional engineering services of the Cerrillos Road corridor (Airport Road to St. Francis Drive) were provided by Avid Engineering. Subsequently, Parsons Brinckerhoff, Inc. has completed the remaining design services to date which have included a "Lessons Learned Report," Location Study activities, a Value Engineering Study, final design plans through Camino Carlos Rey and 60% design plan completion from Camino Carlo Rey to St. Francis Drive (Phase II & III), with some elements to 95% completion from Camino Carlos Rey to St. Michael's Drive/Osage Ave. Design plans dating 2006 and prior of the corridor are available for review by contacting Desirae Lujan (Project Engineer) for the City of Santa Fe, Roadway & Trails Engineering Division, (505) 955-6672.

Currently, engineering and construction funds for Cerrillos Road Reconstruction Phase IIC is programed for fiscal year 2013-2015 in the Statewide Transportation Improvement (STIP) under Control Number S100130 and the Santa Fe Metropolitan Planning Organization's Transportation Improvement Plan (TIP), with an estimated cost of \$11 Million.

PROJECT OBJECTIVE & PROPOSED IMPROVEMENTS

The City of Santa Fe is requiring assembly of a construction bid package for the segment of Cerrillos Road from Camino Carlos Rey to St. Michael's Drive/Osage Avenue. The objective is to reanalyze capacity along the corridor with current data (traffic and pedestrian) and using current standards. Allowing the consultant to reevaluate the existing plan sets for driveway access, restricted left turn movements, etc., with the use of the existing plans and studies. The consultant will determine whether the previously drafted and reevaluated environmental document requires a reevaluation or a redraft and will determine the level of effort deemed necessary. It will be up to the discretion of the consultant to carry forth the existing plans to completion or start new. Based on the previous statement, the number of design reviews at certain levels of completion will be proposed by the consultant. Innovative processes and possible bid options to reduce disruption to the traveling public and the businesses along the Cerrillos Road corridor are encouraged.

This project consists of preparing final design plans, specifications, estimates and construction bid documents, and may include construction management services. General improvements to the corridor may include, but are not be limited to, reconstruction of the Cerrillos Road roadway typical in the project area; geometric and traffic capacity improvements; lighting and signalization improvements including signal interconnect; storm drainage improvements; pedestrian, bicycle and ADA improvements to include sidewalks, curb ramps and bicycle lanes; irrigation and landscaping; design of bus bays/lanes and permanent signing and striping. Horizontal and vertical alignments, intersection and driveway configurations, right-of-way needs, managed access and other geometric properties of the roadway shall be evaluated.

The City anticipates federal authorization of construction funding in February 2015, and the advertisement for construction bids will occur simultaneously. Therefore, construction is anticipated to begin in April 2015.

BASIC FIRM QUALIFICATIONS

Consultants must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. All work must be done by or under the direct supervision of Engineers and surveyors registered to practice in New Mexico. The City fully anticipates the Consultant immediately begins work on project tasks with the notice to proceed and expediently complete the design work within an approved schedule. Consultants need to demonstrate environmental sensitivity in design, knowledge of city, state, and federal environmental clearance requirements and ability to work with the public in project development.

Consultants will need to complete design requirements in accordance with applicable municipal, state and federal codes, laws and standards, including but not limited to those of the following: City of Santa Fe, New Mexico Department of Transportation (NMDOT), Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD) and American with Disabilities Act Accessibility Guidelines (ADAAG).

Proposals should address the Consultant's strategy and key staff to complete project assignments and their approach to coordinate the efforts of any sub-consultants on their team.

Quality Control

Consultants must provide detailed internal quality control procedures for verification of plans, quantities and cost estimates. The City will not provide an extensive review of plans, however, if the City must do so, it will back charge consultants its actual costs. Errors and omissions will be the responsibility of the consultant. Consultants will not be liable for errors or omissions in owner furnished data.

Timely Performance

The City expects the consultant to adhere to the negotiated schedule and perform in a timely manner. The consultant is expected to submit deliverables on or ahead of schedule. The City reserves the right to assess liquidated damages stipulated in the professional services agreement for consultant's failure to meet specific, contracted, milestone dates. Milestone dates may include, but are not limited to, submission of Alignment Study, submission of Preliminary Design Report and Plans, submission of Right-of-Way Plans (if required), and submission of Bid Package including Construction Plans, Specifications and Estimates.

It is the City's preference that the final bid package is received during the Spring of 2014. Notice to proceed for design services may be assumed to occur by May 2013.

SCOPE OF WORK

The basic tasks the consultant may be expected to accomplish for project assignments are listed as follows:

PHASE I – LOCATION STUDY

1. Traffic Study
2. Environmental Investigations and Documentation
3. Property Ownership, Location Survey & Mapping
4. Coordination
5. Public Involvement

PHASE II – PRELIMINARY DESIGN

1. Subsurface Utility Engineering
2. Drainage Analysis
3. Traffic Study
4. Geotechnical Investigations
5. Preliminary Design Plans
6. Coordination
7. Public Involvement

PHASE III – FINAL DESIGN

1. Right-of-Way Design
2. Final Design
3. Coordination
4. Public Involvement
5. Construction Bid Documents

PHASE IV – CONSTRUCTION SERVICES

1. Construction Engineering and Management

PHASE I – LOCATION STUDY

1. Traffic Study

The primary purpose of the Traffic Study is to evaluate the existing facility and provide recommendations for improvements. This work involves the development and preparation of a Traffic Study Report which includes, but is not limited to, the following:

1. Purpose & Need

- a. Travel Demand, Safety, Access & Mobility (ex. Increased development resulting in increased traffic volumes, turning movements and traffic conflicts requiring a managed access approach)
2. Assessment of Existing Conditions
- a. Traffic Operations & Safety
 - 1. Mainline and Intersection Volumes
 - 2. Capacity Analysis at intersections
 - 3. Posted & Operating Speeds
 - 4. Traffic Operational Levels of Service, Delay & Queuing (AM/PM Peak Hours)
 - 5. Access Management
 - Access Spacing (Signalized & Non-Signalized Intersections, Driveways and Median Openings)
 - Accel. Lanes/Decel. Lanes (Right & Left Turn Bays)
 - 6. Safety & Crash History
 - 7. Pedestrian Evaluation
 - b. Roadway
 - 1. Typical Section
 - 2. Horizontal/Vertical Alignment
 - 3. Non-Motorist Considerations (including ADA, Pedestrian, Bicyclist, Trail & Transit Issues)
 - 4. Pavement Design Evaluation
 - 5. Streetscape (Landscaping & Irrigation, Artwork, Road Furniture)
 - c. Drainage investigations, analysis and recommendations
 - d. Traffic Signals & Lighting, Signal Interconnect
 - e. Utilities
 - f. Right-of-Way
 - g. Environmental Considerations
3. Assessment of Future Traffic Conditions
- a. Traffic Operations & Safety
 - 1. Mainline Volumes*
 - 2. Major/Minor Intersection Turning Volumes* (AM/PM Peak Hours)
 - 3. Posted & Operating Speeds
 - 4. Traffic Operational Levels of Service, Delay & Queuing (AM/PM Peak Hours)
 - 5. Access Management
 - Access Spacing (Signalized & Non-Signalized Intersections, Driveways and Median Openings)
 - Accel. Lanes/Decel. Lanes (Right & Left Turn Bays)
 - 6. Safety & Crash History

4. Recommendations
 - a. Traffic Operations & Safety
 - b. Roadway
 1. Typical Section
 2. Horizontal/Vertical Alignment
 3. Non-Motorist Considerations (including ADA, Pedestrian, Bicyclist, Trail & Transit Issues)
 4. Streetscape (Landscaping & Irrigation, Artwork, Road Furniture)
 - c. Pavement Design
 - d. Drainage
 - e. Traffic Signals & Lighting
 - f. Utilities
 - g. Right-of-Way
 - h. Environmental Considerations

The traffic analysis shall be conducted in accordance with the latest traffic engineering guidelines and software. Four (4) copies of the Report shall be submitted to the City.

2. Environmental Investigations and Documentation

An environmental assessment was completed on January 7, 1998 with a subsequent FONSI on February 1, 2000. A reevaluation was conducted for Phase IIA, Richards to Cielo Court and also Phase IIC, Cielo Court to Camino Carlos Rey. The Consultant shall, in consultation with the City, NMDOT, and FHWA, determine the environmental level of effort required for a project assignment and prepare environmental clearance documents (i.e. checklist, CE, EA, EIS, etc.), if necessary (see "NOTE" below). Possible funding sources may also institute additional requirements. Prepare required environmental, cultural and/or biological reports as appropriate for a project assignment including permit application submittals (i.e. NPDES, 401, 404, etc.) Reports must be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports shall be prepared in accordance with applicable guidelines and regulations. The following outlines tasks that may be required for project assignments:

- Prior to any agency coordination as listed below, the consultant will be required to coordinate all efforts with the New Mexico Department of Transportation (NMDOT) and Federal Highway Administration (FHWA), being that they are the environmental certification reviewing agencies and federal funding results in FHWA being the lead NEPA agency.

- Review the most recent list of federal endangered and threatened species in Santa Fe County to determine the potential presence of any listed species in the project vicinity, as required under the Endangered Species Act.
- Conduct a biological survey and prepare a biological memorandum.
- Conduct a cultural resources survey and prepare a cultural resources report that meets NMAC requirements and NMDOT guidelines for City/NMDOT review and FWHA submittal to SHOP for concurrence.
- The project location is within the City's Historic Downtown Archaeological Review District, compliance with the City's Archaeological Ordinance and coordination with City Archaeological Review staff and committee regarding cultural resource findings may be necessary due to the referenced ordinance excavation threshold of 2500 square feet. Please contact John Murphy, City Archaeological Review Committee Liaison, at (505) 955-6660 for more information.
- Coordinate with the State Historic Preservation Officer, City Historic Preservation personnel and Native American Tribes, as necessary.
- Conduct jurisdictional wetland determination and delineation, and if necessary, provide a report for regulatory agency review and approval.
- Coordinate with the US Army Corps of Engineers and New Mexico Environment Department.
- Complete a US Army Corps of Engineers Nationwide Permit Application form.
- Submit the biological and cultural resources technical reports to the City of Santa Fe for review and incorporate any requested revisions. Submit the appropriate number of final documents and attachments to the City of Santa Fe.
- Public involvement, including meetings and preparation of comment forms.
- Noise and air technical analyses.
- A Context Sensitive Solution (CSS)/Public Involvement Plan for City and State review
- Impacts to prime or unique farmlands or farmland of statewide or local importance.
- Biological or hazardous materials issues (i.e. perform an Initial Site Assessment (ISA), Preliminary Site Investigation (PSI), etc.) with coordination with NMDOT Environmental Geology.

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

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

3. Property Ownership, Location Survey & Mapping

Research and investigate adjacent property ownership within areas of new construction by use of county and/or city records. The Consultant shall provide a location survey to include location of fences, structures, and above ground utilities

(i.e. manholes, pull boxes, etc.) that could conflict with proposed improvements should be identified. Use of City GIS orthophotography in conjunction with the location survey is acceptable. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor and conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors.

The Consultant, having obtained all the necessary records and field data, will show all pertinent survey data and information (i.e. existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric P&P sheets and shown on these sheets.

4. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association, State of New Mexico General Services Division). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract. For this project NMDOT and FHWA should be contacted initially as the reviewing agencies.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

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

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents

- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Division Director, City Council, City Committees, MPO, RPA, etc.)

5. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE II – PRELIMINARY DESIGN

1. Subsurface Utility Engineering

The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of City proposed construction projects. Such SUE work may include a level A level of effort, in will be up to the consultant to follow the process and determine needs. The SUE process will include all necessary records research, field investigations (designation), pot-holing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. After identifying utility locations the Consultant shall map utility locations onto plans and profile sheets and aerial photographs. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE consultants.

2. Drainage Analysis

The Consultant will be required to reevaluate the necessary level effort for drainage engineering analysis and design needed considering the scope of the project assignment. This may include, but is not limited to evaluation of flows, FEMA/FIRM base flood elevations and floodplain management related issues (i.e. CLOMR/LOMR, etc.), recommendations for erosion/scour protection, and recommendations for the replacement of existing affected drainage structures or addition of new structures in the immediate area.

The drainage report will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any problems. The Consultant shall submit four (4) "Draft" Drainage Reports for review and comment by City staff. Upon addressing comments from City staff, the consultant shall furnish the City four (4) bound final Drainage Reports.

Prior to performing a drainage study, the Consultant shall meet with the City's Project Manager to discuss the analysis of existing and proposed drainage structures. The Drainage Report shall include:

- Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- Discussion of soil types
- Vegetation and land use distribution
- Curve number or rational formula "C" calculations
- Time of concentration calculations
- Drainage area topographic map with existing structures inventory
- Drainage areas
- Design discharges and corresponding physical properties. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, stormwater quality enhancement and meet all floodplain management criteria.
- Summary of the drainage field inspection results including City personnel (public and other local agencies) interviews and drainage structure field inspection forms
- CME's required to construct the structures
- Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis
- Preliminary erosion protection and energy dissipaters design and preliminary details

For urban projects, the preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Drainage Report. The Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.

Floodplain issues shall be addressed completely to assure the project is in compliance with all applicable federal, state and City of Santa Fe regulations.

A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Drainage Report, the Consultant shall perform, on all major structures or channels, a hydraulic analysis using the appropriate (HEC-2, HECRAS or WSPRO) computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); floodplain maps & profiles, inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Consultant shall prepare and submit a Notice of Intent (NOI) groundwater application, as may be required. If Section 401 and 404 applications are required, the Consultant shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation, as applicable.

For urban projects, include in the Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.

If the disturbed area is greater than one acre, the Consultant shall prepare a storm water pollution prevention plan (SWPPP) and submit a Notice of Intent (NOI) to the Environmental Protection Agency on behalf of the City. The Consultant shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.

If the project is located in a designated flood hazard area, the consultant shall determine if and prepare all applications for permits required on the project. The consultant shall prepare any submittals needed for Letters of Map Change that may be required based upon the final design and/ or construction as appropriate.

The Consultant shall use the NMDOT "Drainage Manual - Volume 1, Hydrology", current edition, "Drainage Manual - Volume II Hydraulics, Sedimentation and Erosion", current edition, and "National Pollutant Discharge Elimination System

Handbook”, current edition, and all relative FEMA documents for methodologies and references needed in preparation of the Drainage Report.

3. Geotechnical Investigations

A. Geotechnical Services - General

The Consultant may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment. ***The Consultant will be required to propose the necessary level effort for geotechnical/foundation/substructure engineering analysis and design needed considering the scope of the project if substructure design is required.*** This may include, but is not limited to, geotechnical investigations and laboratory testing sufficient to assemble construction details and provide engineering design of bridge approaches, substructures and foundations should reconstruction of these components be required.

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

Geotechnical Investigation and Laboratory Testing

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

- Project location map
- Description of the project scope
- Presentation of the field investigations
- Descriptions of the earth materials encountered during the field investigation
- Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- Geophysical test results
- Plan and profile sheets with test holes or pits shown in plan and profile views

Geotechnical Design Recommendations

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

- Stabilization/densification of unsuitable embankment or native soils
- Slope stability/steepened slope design
- Mitigation of settlements
- Rock excavation and blasting requirements

- Maximum cut slope angles in soil and rock
- Suitability of foundation soils or rock to support an embankment or structure
- Shrink and swell factors of earthwork
- Groundwater affecting the project/need for cut-off trenches
- Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

Geotechnical Report

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

B. Geotechnical Services – Structures & Foundations

The Consultant may be required to provide geotechnical recommendations related to any structures and submit a Foundation Report. The Foundation Report, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives.

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

Geotechnical Investigation and Laboratory Testing

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

- Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- For bridge elements, one soil boring and/or rock core shall be completed at each abutment and each pier element. At the abutments the borings should be taken to a depth of 80 feet. At the piers, the borings should be taken to a depth of 100 feet. Lesser depths of exploration will be acceptable with the presence of bedrock or very dense soil strata.
- For retaining walls, one soil boring and/or rock core shall be completed every 200 feet with no less than two borings completed per wall. Borings should be taken to a depth of twice the height of the walls.

- For drainage structures, the need for borings will be determined on a site by site basis.

Retaining Walls

Retaining walls shall be designed based on AASHTO and/or FHWA DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (MSE) walls will utilize NMDOT's approved MSE wall manufacturers.

Bridge Foundation Analysis

Perform geotechnical analysis of foundations to determine type, size and depths of foundations recommended. Load capacity analysis for vertical loads including immediate and long-term settlement analysis will be required. Lateral load analysis will be required to develop equivalent points of fixity, substructure stiffness and design forces of substructure elements. Suitable design methods are covered in the Manual or as recommended by the State Geotechnical Engineer. Provide a written report, showing completed soil boring lab test results, engineering analysis, foundation recommendations and required foundation depths.

Approach Embankment Analysis

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

Foundation Report

The Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report may be included as a part of the Geotechnical Report.

4. Preliminary Design Plans

The Consultant will be required to provide or conduct the following:

Preliminary Design Plans

Provide updated preliminary design plans (95% completion plans) for the project which may include: traffic signal & lighting and intersection design details,

geometrics, traffic control plan, plan and profile sheets showing recommended horizontal and vertical alignment, typical sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as bridges, retaining walls, and major drainage structures and a preliminary construction cost estimate by construction type. Project plans shall be prepared to the City's standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the City.

Project plans shall be prepared to the NMDOT's Standards for general content and format.

95% Completion Design Review

Schedule and conduct the 95% completion design review. The review shall include the preparation of the 95% completion review report. The Consultant may be required to submit and distribute up to twenty (20) bound sets of plans (50% reduced or 11"x17") for the review.

5. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

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

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews

- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Division Director, City Council, City Committees, MPO, RPA, etc.)

6. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE III - FINAL DESIGN

1. Right-of-Way Design

The City anticipates at least one parcel, the NMDOT will be the lead agency in the acquisition process. When right-of-way design services are necessary, the NMDOT will provide right-of-way surveying, mapping, title reports, and monumentation as required by the cooperative agreement.

Right-of-Way Surveying

The development of the right-of-way surveying work shall be closely coordinated with the City staff.

All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the

Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions and amendments.

Prior to commencing right-of-way surveying the Consultant shall meet with the City and NMDOT Right of Way Bureau to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, the NMDOT Right of Way Bureau shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. The location survey phase of the project may include many of the aforementioned features, this information may need to be appropriately tied to the right-of-way surveys and maps, therefore coordination between the Consultant, City and NMDOT Right of Way Bureau is required.

Right-of-Way Mapping

The Consultant shall meet with the City and NMDOT Right of Way Bureau to review the completed right-of-way survey map. Key topics of review and discussion at this session will be confined to the methodology utilized in the determination of existing right-of-way limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting should be scheduled prior to beginning the preparation of right-of-way maps.

The City will not provide an extensive detail check of any of the final maps and plans. Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full responsibility of the NMDOT Right of Way Bureau in coordination with the Consultant. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility of the Consultant as outlined above.

Title Reports

All title services work shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989 and the policies and procedures as contained in the

NMDOT Right-of-Way Handbook Volume II, utilizing the forms and/or formats set out therein.

Takes and Construction Maintenance Easements (CME's)

The NMDOT Right of Way Bureau shall provide the following:

- A thirty-three (33) year certified title search on every parcel affected in the right-of-way acquisition.
- A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
- Copies of all pertinent documents described in Chain of Title (Index).
- A five year tax search (or computer print out) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.
- Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
- Work map and index identifying each parcel abstracted.
- Information on any mortgages, liens, or judgments that have been released of record do not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.

Temporary Construction Permits (TCP's)

The NMDOT Right of Way Bureau shall provide the following:

- Provide current ownership.
- Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.

Monumentation

The NMDOT Right of Way Bureau shall prepare the preliminary monumentation mapping, field staking of right-of-way limits as defined by the final Right-of-Way Maps and Right-of-Way Certification and recordation of the final Right-of-Way Monumentation Map(s) will be required. The final monumentation maps shall meet the NMDOT's Monumentation Mapping guidelines/policies and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.

2. Final Design

The Consultant may be required to provide or conduct the following:

PS&E Completion Design Plans

Provide PS&E design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, proposed right-of-way limits, drainage requirements, TESCM plan, traffic control plan and sequence of

construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures (and aesthetic details if necessary) and a construction cost estimate by construction type. Identification of areas requiring work permits, temporary construction permits and construction maintenance easements may also be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

PS&E Completion Design Review

Schedule and conduct the PS&E completion design review with appropriate City staff. The Consultant shall prepare the 100% completion review reports (or meeting minutes). The Consultant shall submit and distribute twenty (20) bound sets of plans (50% reduced or 11"x17") for each design review or as many as determined by the City.

The Consultant shall provide final design plans, which may include, but are not limited to, the following:

1. General Sheets
 - Title Sheet
 - Vicinity Map
 - Project Layout Sheet
 - Index of Sheets
 - Summary of Quantities
 - General Notes and Incidental Items
 - Environmental Concerns and Mitigation Measures
2. Miscellaneous Sheets
 - Typical Sections
 - Miscellaneous Details
 - Surfacing Schedule
 - Structure Quantities
 - Miscellaneous Quantities
 - Curb and Gutter Layouts
 - Metal Barrier Layouts
 - Erosion and Sediment Control
 - Seeding and Landscaping
 - Grading Plans
 - Visual/Aesthetic Details
3. Plan and Profiles Sheets
 - Mainline
 - Cross Roads
4. Turnout Profiles

5. Bridge/Retaining Wall/Noise Wall Plans
 6. Traffic Control Plans
 - Notes
 - Sequence of Construction
 - Sign Face Details
 - Traffic Control Plans
 7. Signal Plans
 - Signal Warrant Analysis for at-grade intersections
 - Signal Design Plans
 - Interconnect Plans
 8. Lighting Plans
 - Lighting Analysis
 - Lighting Plan
 9. Permanent Signing and Striping Plans
 - Plans
 - Overhead Signs
 - Sign Face Details
 10. Drainage Plans
 - Plan and Profile
 - Structure Sections
 11. Earthwork Cross- Sections
3. Coordination
- The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.
- This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

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

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Division Director, City Council, City Committees, MPO, RPA, etc.)

4. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

5. Construction Bid Documents

The Consultant shall submit the completed final design plans, specifications and estimates and all related documents to the City of Santa Fe. The final design package may include the following:

- i. Two (2) full-size copies of final design plans (36"x 24"); signed by the City's Public Works Director, Division Director, ADA Coordinator, and Historic Preservation Division Director;
- ii. TWENTY (20) half-size copies of final design plans (12"x18" or 11"x17");
- iii. One (1) paper and electronic copy of the final cost estimate.
- iv. TWENTY (20) bound final sets of complete bidding documents, including wage rates and signed advertisements.
- v. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on mylar prints (36" x 24"), one (1) 36" x 24" paper copy and on CD in AutoCAD format (version 2010 or more current).

PHASE IV – CONSTRUCTION SERVICES

1. Construction Engineering and Management

The City may require Construction Engineering and Management Services during construction. If required, a portion or all of the services listed below will be negotiated.

The construction phase will commence with the award of the construction contract and continues until the two year warranty inspection and report is submitted by the Consultant and approved by the City. The Consultant shall be the representative of the City during the construction phase and shall advise and consult with the City Project Manager regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions, and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.

The Consultant shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

1. Preconstruction meeting with the Construction Contractor, Owner, Utilities;
2. Daily construction observation, oversight, inspection and daily diary entry;
3. Construction management basic services including:
 - Construction Engineering Technical Support;
 - Review of Construction Contractor material submittals or shop drawings;
 - General project review and response to Construction Contractor's requests for information and clarification;
 - Change order review and preparation;
 - Claims review, documentation, and correspondence;
 - Provide As-Constructed Quantities;
 - Receive, review and approve progress payments (to be forwarded to the City);

- Preparation and authorization of field inspections and punch lists; and
- Two-year warranty inspection and report

All of the work defined in this "Scope of Work" will be included in the draft professional services agreement (PSA) attached as Exhibit A.

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

ENGINEERING COST SUMMARY

PART 1 - GENERAL

1. NAME OF PROJECT: Cerrillos Road Reconstruction, Phase IIC		2. CIP #:	
3. NAME OF CONTRACTOR: Parsons Brinckerhoff		4. DATE OF PROPOSAL: 4/3/2013	
5. ADDRESS OF CONTRACTOR: 6100 Uptown Blvd. NE, Suite 700, Albuquerque, NM 87110		6. TYPE OF SERVICE TO BE FURNISHED: Engineering Services	
		A. WORK ELEMENT (by project phase): Phase II - Preliminary Design	

PART 2 -- COST SUMMARY

BASIC SERVICES

7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
SR SUPV CAD DESIGNER	220	\$ 41.03	\$ 9,026.03	
ENGINEER II	180	\$ 30.86	\$ 5,555.51	
ASST ENGINEER	110	\$ 26.87	\$ 2,955.72	
SR SUPV ENGINEER	220	\$ 57.10	\$ 12,562.10	
SR ENGINEER	40	\$ 43.92	\$ 1,756.82	
SUPV ENGINEER-ROADWAY	40	\$ 48.83	\$ 1,953.15	
PRIN TECHNICAL SPECIALIST (SURVEYOR)	8	\$ 48.63	\$ 389.03	
SR PRIN TECHNICAL SPECIALIST	16	\$ 56.08	\$ 897.20	
SUPV ENGINEER	80	\$ 53.64	\$ 4,291.21	
DIRECT LABOR TOTAL:				\$ 39,386.77
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
158.8% of direct labor	158.8%	\$ 39,386.77	\$ 62,546.19	
OVERHEAD TOTAL:				\$ 62,546.19
9. FEE OR PROFIT (show rate and base)	12.5%	\$ 101,145.23	\$ 12,643.15	\$ 12,643.15

SUPPLEMENTAL SERVICES

10. SUBCONTRACTS (Identify & purpose)	ESTIMATED COST
BHI - Pothole Survey	\$ 1,800.00
Cobb Fendley - SUE Potholing (QL A)	\$ 9,700.00
BHI - Drainage Analysis & Design	\$ 13,655.00
Terracon - Pavement Design Update	\$ 2,800.00
Sites Southwest - Landscaping and Aesthetics	\$ 13,900.00
Vector - Quality Control, Lighting Design	\$ 15,100.00
SUBCONTRACTOR TOTAL:	\$ 56,955.00

11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST
EQUIPMENT TOTAL:			

12. TRAVEL	ESTIMATED COST
A. transportation: mileage	\$ 396.00
TRAVEL TOTAL:	\$ 396.00

13. OTHER REIMBURSABLE COST	ESTIMATED COST
Printing and displays	\$ 750.00
OTHER REIMBURSABLE TOTAL:	\$ 750.00

SUBTOTAL ITEMS 7-13:			\$ 172,677.12
14. GROSS RECEIPTS TAX @ 7.00%			\$ 12,087.40
15. TOTAL PRICE			\$ 184,764.52

16. SIGNATURE OF PREPARER <i>D. Pennington</i>	OWNER'S REVIEW BY	ENGINEERING PROJECT MANAGEMENT DIVISION
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EXHIBIT B

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

ENGINEERING COST SUMMARY

PART 1 - GENERAL

1. NAME OF PROJECT: Cerrillos Road Reconstruction, Phase IIC		2. CIP #:	
3. NAME OF CONTRACTOR: Parsons Brinckerhoff		4. DATE OF PROPOSAL: 4/3/2013	
5. ADDRESS OF CONTRACTOR: 6100 Uptown Blvd. NE, Suite 700, Albuquerque, NM 87110		6. TYPE OF SERVICE TO BE FURNISHED: Engineering Services A. WORK ELEMENT (by project phase): Phase III - Final Design	

PART 2 - COST SUMMARY

BASIC SERVICES

7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
SR SUPV CAD DESIGNER	210	\$ 41.03	\$ 8,615.75	
ENGINEER II	180	\$ 30.86	\$ 5,555.51	
ASST ENGINEER	110	\$ 26.87	\$ 2,955.72	
SR SUPV ENGINEER	210	\$ 57.10	\$ 11,991.09	
SR ENGINEER	32	\$ 43.92	\$ 1,405.46	
SUPV ENGINEER-ROADWAY	32	\$ 48.83	\$ 1,562.52	
PRIN TECHNICAL SPECIALIST (SURVEYOR)	8	\$ 48.63	\$ 389.03	
SR PRIN TECHNICAL SPECIALIST	16	\$ 56.08	\$ 897.20	
SUPV ENGINEER	80	\$ 53.64	\$ 4,291.21	
DIRECT LABOR TOTAL:				\$ 37,663.50
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
158.8% of direct labor	158.8%	\$ 37,663.50	\$ 59,809.64	
OVERHEAD TOTAL:				\$ 59,809.64
9. FEE OR PROFIT (show rate and base)	12.5%	\$ 96,719.87	\$ 12,089.98	\$ 12,089.98

SUPPLEMENTAL SERVICES

10. SUBCONTRACTS (Identify & purpose)	ESTIMATED COST
BHI - Drainage Analysis & Design	\$ 6,875.00
Sites Southwest - Landscaping and Aesthetics	\$ 13,900.00
Vector - Quality Control, Lighting Design	\$ 14,100.00
SUBCONTRACTOR TOTAL:	\$ 34,875.00

11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST
EQUIPMENT TOTAL:			

12. TRAVEL	ESTIMATED COST
A. transportation: mileage	\$ 264.00
TRAVEL TOTAL:	\$ 264.00

13. OTHER REIMBURSABLE COST	ESTIMATED COST
Printing and displays	\$ 1,750.00
OTHER REIMBURSABLE TOTAL:	\$ 1,750.00

SUBTOTAL ITEMS 7-13:	\$ 146,452.12
14. GROSS RECEIPTS TAX @ 7.00%	\$ 10,251.65
15. TOTAL PRICE	\$ 156,703.77

16. SIGNATURE OF PREPARER <i>D. Punnett</i>	OWNER'S REVIEW BY	ENGINEERING PROJECT MANAGEMENT DIVISION
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