

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 02/01/16
FOR CITY COUNCIL MEETING OF 02/10/16

ISSUE:

9. East Alameda Pedestrian Improvements Project, From El Alamo to Patrick Smith Park Driveway. (James Martinez)
- A. Request for Approval of Bid No. 16/15/B and Construction Agreement – East Alameda Pedestrian Improvements with the Base Bid and Additive Alternative in the Amount of \$316,822.89; GM Emulsion, LLC.
- B. Request for Approval of Amendment No. 4 to Professional Services Agreement – Construction Engineering and Management Services for East Alameda Pedestrian Improvements Project in the Amount of \$31,144.02; Santa Fe Engineering Consultants, LLC.
- C. Request for Approval to Utilize City of Santa Fe Temporary Staff Employees for Project Management and Inspection as Required per New Mexico Department of Transportation Requirements.
- D. Request for Approval of Budget Adjustment in the Amount of \$15,840.

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JANUARY 25, 2016**

ITEM 6

CIP #460D – EAST ALAMEDA PEDESTRIAN IMPROVEMENTS PROJECT, FROM EL ALAMO TO PATRICK SMITH PARK DRIVEWAY

- REQUEST OF APPROVAL TO AWARD BID #16/15/B AND CONSTRUCTION AGREEMENT WITH GM EMULSION, LLC WITH THE BASE BID & ADDITIVE ALTERNATIVE IN AN AMOUNT OF \$292,508.15 PLUS \$24,314.74 NMGR T FOR A TOTAL AMOUNT OF \$316,822.89
- REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT AMENDMENT #4 WITH SANTA FE ENGINEERING CONSULTANTS, LLC FOR CONSTRUCTION, ENGINEERING/MANAGEMENT SERVICES IN THE AMOUNT OF \$31,144.02 INCLUSIVE OF NMGR T
- REQUEST FOR APPROVAL TO UTILIZE THE CITY OF SANTA FE TEMPORARY STAFF EMPLOYEES FOR PROJECT MANAGEMENT AND INSPECTION AS REQUIRED PER NMDOT REQUIREMENTS
- REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) (**JAMES MARTINEZ**)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 32338.572970.0112900 and 32338.572970.0114900

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

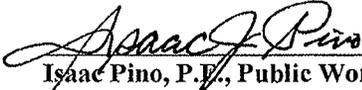
VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	Excused		
COUNCILOR DIMAS	Excused		
COUNCILOR DOMINGUEZ	X		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

DATE: January 13, 2015

TO: Public Works Committee

VIA: 
Isaac Pino, P.E., Public Works Department Director
John J. Romero, P.E., Engineering Division Director
David D. Quintana, P.E. – Engineering Supervisor 

FROM: James A. Martinez, E.I.T., Project Administrator 

ITEM & ISSUE:

CIP #460D – EAST ALAMEDA PEDESTRIAN IMPROVEMENTS PROJECT, FROM EL ALAMO TO PATRICK SMITH PARK DRIVEWAY.

- ITEM A) **BID NUMBER '16/15/B – RECOMMENDATION TO AWARD AND APPROVE A CONSTRUCTION AGREEMENT FOR EAST ALAMEDA PEDESTRIAN IMPROVEMENTS PROJECT WITH THE BASE BID & ADDITIVE ALTERNATE IN AN AMOUNT OF \$292,508.15 PLUS \$24,314.74 (NMGRT) FOR A TOTAL AMOUNT OF \$316,822.89 WITH GM EMULSION, LLC.**
- ITEM B) **CIP #460D – EAST ALAMEDA PEDESTRIAN IMPROVEMENTS PROJECT: REQUEST FOR APPROVAL OF PSA AMENDMENT #4 FOR PROFESSIONAL SERVICES AGREEMENT WITH SANTA FE ENGINEERING CONSULTANTS, LLC. FOR CONSTRUCTION ENGINEERING/MANAGEMENT SERVICES IN THE AMOUNT OF \$31,144.02 INCLUSIVE OF NMGRT.**
- ITEM C) **APPROVAL TO UTILIZE CITY OF SANTA FE TEMPORARY STAFF EMPLOYEES FOR PROJECT MANAGEMENT & INSPECTION AS REQUIRED PER NMDOT REQUIREMENTS.**
- ITEM D) **APPROVAL OF THE BUDGET ADJUSTMENT REQUESTS (BAR) TO BUDGET MONEY FOR THE EAST ALAMEDA PEDESTRIAN PROJECT.**

BACKGROUND & SUMMARY:

On July 8, 2015, City Council approved a Cooperative Project Agreement in the amount of \$385,000.00 with the New Mexico Department of Transportation (NMDOT) for the East Alameda Pedestrian Improvement Project. The current Cooperative Project Agreement provides funding for Construction, Construction Engineering/Testing, and Construction Management/Inspection. This funding is comprised of federal, no state, and requires a 14.56% "City Match" in the amount of \$56,056.00. The City match consists of 2012 CIP Bond Monies.

The scope of the project includes roadway narrowing, striping, curb, & gutter, placement of 4-5 ft. sidewalk, and removal and replacement of a brick sidewalk to meet ADA compliance. Work will consist between the segments from El Alamo to Monsignor Patrick Smith Park. This work will improve the safety for both vehicular and pedestrian traffic and provide ADA accessibility to the park entrance.

CONSTRUCTION:

A request for bids was issued on November 2, 2015 for project construction services. Four bids were received on December 9, 2015. Local Preference provisions were not utilized since federal funding requirements prohibit their use. All bids were reviewed for completeness and accuracy, and upon review, are reasonable. The lowest qualified bidder is GM Emulsion, LLC of Santa Fe with a base bid plus additive alternate in the amount of \$316,822.89.15, inclusive of NMGR. A Contingency of \$13,033.09 (≈ 3.4%) is available for quantity adjustments and change orders as approved. A tabulation of the accepted bids is attached.

The construction agreement requires the contractor be completed on a 30-weather working day timeframe from the date the notice to proceed is issued. The contractor may be assessed liquidated damages for each consecutive calendar day in excess of this date and time.

CONSTRUCTION MANAGEMENT/PROJECT INSPECTION:

The above-mentioned Cooperative Agreement for construction requires that the City provide all necessary construction oversight. The amount of construction oversight required by both the Federal Highway Administration and the New Mexico Department of Transportation is substantial. The required oversight includes but is not limited to construction engineering, construction management, inspections, and testing.

Santa Fe Engineering Consultants, LLC was assigned the design task for the East Alameda Pedestrian Improvements Project, through our current On Call Design Services, RFP # 13/04/P. The City Staff would like to contract the Construction Engineering and Testing Services with Santa Fe Engineering Consultants. The Public Works Department has negotiated a contract for these services with Santa Fe Engineering Consultants, LLC in the amount of \$31,144.02 including NMGR. The requested Construction Engineering and Testing Services are proposed through PSA Amendment #4 to their original PSA (attached).

The Public Works Department is proposing to use City of Santa Fe Temporary staff for Construction Management / Inspections as required per NMDOT requirements. These services are eligible for reimbursement from the subject Federal funding source. The cost to pay these City of Santa Fe Temporary salaries is estimated at \$24,000.

Funding

The following summary describes how the funding is comprised for the mentioned project.

CONSTRUCTION FUNDS	AMOUNT	
Transportation Alternative Small Urban (TAPS) Department's 85.44% Share	\$	120,021.00
City Match 14.56% (2012 CIP Bonds)	\$	20,453.00
Total (TAPS) Funding	\$	140,474.00
Transportation Alternative Flexible (TAPF) Department's 85.44% Share	\$	208,923.00
City Match 14.56% (2012 CIP Bonds)	\$	35,603.00
Total (TAPF) Funding	\$	244,526.00
FUNDING TOTAL	\$	385,000.00

EXPENDITURES		
ITEM	BID AMOUNT	BU/LI/SUB.
GM Emulsion, LLC Base Bid	\$254,958.15	
GM Emulsion, LLC Additive Alternate	\$37,550.00	
NMGRT 8.3125%	\$24,314.74	
Subtotal	\$316,822.89	
Contingency ~3.4% (for quantity adjustments and change orders as approved)	\$13,033.09	
CONSTRUCTION TOTAL	\$329,855.98	32338.572970
Construction Engineering Services / Testing	\$31,144.02	32338.572960
City Staff Temp Staff	\$24,000.00	32338.500100
Construction Management / Inspections		
PROJECT TOTAL	= \$385,000.00	

RECOMMENDED ACTION:

The Public Works Department recommends the following:

ITEM A

- Award of Bid No. '16/15/B East Alameda Pedestrian Improvements Project and approval of the Construction Agreement with GM Emulsions, LLC of Santa Fe, in the amount of \$316,822.89 (inclusive of NMGRT).

ITEM B

- Approval of PSA Amendment #4 with Santa Fe Engineering Consultants, LLC in the amount of \$31,144.02 including NMGRT for Construction Engineering Services.

ITEM C

- Approval to utilize City of Santa Fe Temporary Staff Employees for Project Management & Inspections as required per NMDOT requirements.

ITEM D

- Approval of the Budget Adjustment Requests (BAR) to Budget Money for the East Alameda Pedestrian Improvement Project.

Attachments for:

ITEM A

Certified Tabulation of Bids
 GM Emulsion - Construction Agreement
 Liability of Insurance
 Summary of Contracts
 East Alameda Project Schedule

ITEM B

Amendment #4 to PSA
 Santa Fe Engineering Consultants - Construction Engineering Services Cost Proposal
 Approved '13/04/P On Call Engineering Services Contract
 Agenda & Meeting Minutes
 Summary of Contracts

ITEM D

NMDOT Cooperative Agreement
 BAR

cc: File

FINANCE DEPARTMENT-FINANCE COMMITTEE

Finance Packet Checklist

The following information should be included in all packets to ensure your item is not pulled.

Contracts/Agreements/Grants/EARs/Bids/RFPs	YES	NO	N/A
Memo			
Address memo to Finance Committee-Initiated by all Staff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide explanation if and when Budget available	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Include Funding Source-Business Unit and Line Item	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Include approval term if requesting more than 1 yr	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verify term in memo matches term of Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Include Vendor awarded the contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Include Bid/RFP # in memo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Submit Originals to the City Clerk's office	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contracts and Agreements			
Attach initialed Memo addressed to Finance Committee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Need approval from legal-must be "Approved As To Form" by City Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Include CRS # in contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Include Business Registration # in contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attach Summary of Contract and Agreement Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attach Certificate of Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attach Procurement Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Submit single sided copy of contract to Finance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forward Originals to the City Clerk's office	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bids/RFP's/Agreements/Grants			
Route all contracts, MOU's and agreements through Purchasing 1st for "Procurement Checklist"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forward to City Attorney for "Approved as to Form" Approval	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forward complete contract to Budget Officer for review and approval	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forward BARS-to Accounting (or review and signature (Grants or Special Projects)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forward all other BARS directly to Budget Office for review and approval	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contracts >\$50k forward to Finance Committee-all others forward to Finance Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B.1. CONSTRUCTION AGREEMENT

COPY

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # 460D
East Alameda Pedestrian Improvements Project

This Agreement is entered into this _____ day of _____, 2016, by and between the
CITY OF SANTA FE, herein known as the Owner, and
GM Emulsion, LLC, herein known as the
Contractor.

For the following:

PROJECT: East Alameda Pedestrian Improvements Project

PROJECT NO.: CIP # 460D

ENGINEER OF RECORD: Santa Fe Engineering Consultants, LLC.
1599 S St. Francis Ste, B
Santa Fe, NM 87505

DISTRIBUTION:

OWNER
CONTRACTOR
ENGINEER

GM Emulsion, LLC

Revised July 2009

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2016.

The OWNER and the CONTRACTOR agree:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

THE WORK

The Contractor shall perform all the work required by the Contract Documents for CIP Project # 460D – East Alameda Pedestrian Improvements Project. (Bid Number '16/15/B).

The work designated as Santa Fe River Trail Connections and Improvements consists of, but is not limited to construction of new pavement and multiuse trail sections, and related improvements for pedestrians, bicyclists and other trail users, as described in the Contract Documents.

Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

ARTICLE 3

TIME OF COMMENCEMENT AND PROJECT COMPLETION

The work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Physical Completion of the entire work described in the Contract Documents, except as hereafter extended by valid written Change Order signed by the Owner, shall be achieved no later than **30 weather working Days** from the issuance of the Notice to Proceed issued to the Contractor.

ARTICLE 4

UNIT PRICE CONTRACT

The Owner shall pay the Contractor for actual work performed by unit price items for all work, other than those to be paid by lump sum. Subject to additions and deductions by Change Order as approved in the Contract Documents, the Base Bid amount in \$254,958 dollars and 15 cents (\$254,958.15).

The Contract Sum is determined as follows:

Base Bid	<u>\$ 254,958.15</u>
Additive Alternate	<u>\$ 37,550.00</u>
Gross Receipts Tax (8.3125%)	<u>\$ 24,314.74</u>
<i>Base Bid & Additive Alternate plus NMGRT</i>	<u>\$ 316,822.89</u>

ARTICLE 5 PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6 LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, and Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8

SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the 90-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path

Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, and General Conditions of the Contract).

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

- 9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico, as the same from time to time exist.
- 9.2 Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.
- 9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs, and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.
- 9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.
- 9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.
- 9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.
- 9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. The Contractor shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the Owner, contractor, or subcontractor. If the contractor of subcontractor fails to pay the contractor's or subcontractor's subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor of subcontractor shall pay interest to the subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These provisions apply to all tiers of contractors, subcontractors, and suppliers.
- 9.8 The Contractor shall maintain detailed time records, which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.
- 9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If the Owner does not make sufficient appropriations and authorization, this Agreement shall terminate upon written notice being given by the

Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

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

9.11 The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER	City of Santa Fe, Public Works Department Roadway & Trails Engineering Division P.O. Box 909 Santa Fe, New México 87504-0909
-------	---------------------------------------------------------------------------------------------------------------------------------------

CONTRACTOR	<u>GM Emulsion, LLC</u> <u>3607 Constellation Drive #C</u> <u>Santa Fe, NM 87508</u> <u>New Mexico License # 370602, GA01, GB98, GS08</u>
------------	--------------------------------------------------------------------------------------------------------------------------------------------------------

9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

9.17 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

9.20 **Waiver.** No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9.21 **Entire Agreement.** This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 **Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

9.23 **Words and Phrases.** Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 **Relationship of Contract Documents.** The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

9.26 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 Owner 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.

9.27 Pursuant to Section 13-4-11, NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

ARTICLE 10 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 any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

This Agreement is entered into as of the day and year first written above.

OWNER:
CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MLM *10/6/10*

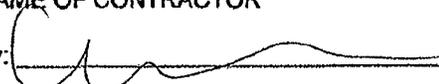
KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item

CONTRACTOR:
NAME OF CONTRACTOR

By:  _____
Signature

Gabriel M. Martinez, President
Print Name and Title of Signer

Date: 12/09/15

NM Taxation & Revenue CRS No.:

03181502002

City of Santa Fe Business Reg. No.:

15-00110289

Client#: 177280

GMEMULSI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/05/2015

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 HUB International Ins Svcs Inc PO Box 5080 Santa Fe, NM 87502 505 982-4286 / CA Lic# 0757776	CONTACT NAME: Michelle Lovato PHONE (A/C, No, Ext): 505-992-1873 E-MAIL ADDRESS: michelle.lovato@hubInternational.com	FAX (A/C, No): 866-621-0427
	INSURER(S) AFFORDING COVERAGE	
INSURED GM Emulsion LLC 47 Paseo de Martinez Santa Fe, NM 87507	INSURER A: AMCO Insurance Company NAIC # 19100	
	INSURER B: Builders Trust of New Mexico NAIC # 999999	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ACPGLA07254425929	04/12/2015	04/12/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACPBAA7254425929	04/12/2015	04/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$0			ACPCAA7254425929	04/12/2015	04/12/2016	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5752	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For Information Purposes only.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe 200 Lincoln Ave. Santa Fe, NM 87504	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 <i>Robert A. Muebach</i>
------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2010 ACORD CORPORATION. All rights reserved.



**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 | <input type="checkbox"/> | CONTRACT AGREEMENT | <input checked="" type="checkbox"/> |
| MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor GM Emulsion, LLC.

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: \$316,822.89

Termination Date: _____

Approved by Council Date: January 27, 2015

or by City Manager Date: _____

Contract is for: 16/15/B East Alameda Pedestrian Improvements Project

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: _____

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

Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

- 5 Procurement Method of Original Contract: (complete one of the lines)
 RFP RFQ Sole Source Other RFB# '16/15/B
- 6 Procurement History: N/A
 example: (First year of 4 year contract)
- 7 Funding Source: 2012 CIP BONDS & NMDOT Coop Agreement BU/Line Item: 32338.572970.0112900 & 32338.572970.0114900
- 8 Any out-of-the ordinary or unusual issues or concerns:
 (Memo may be attached to explain detail.)
- 9 Staff Contact who completed this form: James Martinez *JM* Phone # 955-6953
 Division Contract Administrator: Christine Gomez *CG*
 Division Director: John J. Romero *JJR*
 Department Director: Isaac J. Pino
- # Certificate of Insurance attached. (if original Contract)
- # Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Procured through request for bids; use of lowest qualified bidder.
- # Prior year's contract amount?: N/A
- # Describe service impact from an ongoing commitment to the contractor: N/A
- # Why staff cannot perform the work?: Heavy construction needs for various upcoming projects
- # If extending contract, why?: N/A
- # Was a Santa Fe company awarded contract? If not, why?: Yes
- # Has the contract been approved as to form by City Attorney's Office?: Yes.
- # Is this for City Manager or Council approval?: Yes, City Council

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:

ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 4, 2015			Qtr 1, 2016			Qtr 2, 2016		
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
1	★	Bidding & Award	67 days	Mon 11/02/15	Tue 02/02/16									
2	★	Bid Advertisement	1 day	Mon 11/02/15	Mon 11/02/15									
3	★	Pre Bid Meeting	1 day	Tue 11/03/15	Tue 11/03/15									
4	★	Receipt of Bid	1 day	Wed 11/04/15	Wed 11/04/15									
5	★	Public Works Committee	1 day	Thu 11/05/15	Thu 11/05/15									
6	★	Finance Committee	1 day	Thu 11/12/15	Thu 11/12/15									
7	★	City Council Meeting	1 day	Tue 01/12/16	Tue 01/12/16									
8	★	Notice to Proceed	1 day	Mon 02/22/16	Mon 02/22/16									
9	★	Construction Phase	30 days	Mon 02/22/16	Fri 04/01/16									
10	★	Phase 1 - El Alamo to East Palace Ave (Southside)	15 days	Tue 02/23/16	Mon 03/14/16									
11	★	Phase 2 - East Palace Ave. to Patrick Smith Park Driveway (Northside)	15 days	Mon 02/29/16	Fri 03/18/16									
12	★	Project Closeout	20 days	Mon 03/21/16	Fri 04/15/16									
13	★	Project Walk Through NMDOT/FHWA	2 days	Mon 03/21/16	Tue 03/22/16									
14	★	Final NMDOT Audit	3 days	Wed 03/23/16	Fri 03/25/16									
15	★	Submit Final Paperwork	15 days	Mon 03/28/16	Fri 04/15/16									

Project: East Alameda
Date: Fri 01/08/16

Task	External Milestone	Manual Summary Rollup
Split	Inactive Task	Manual Summary
Milestone	Inactive Milestone	Start-only
Summary	Inactive Summary	Finish-only
Project Summary	Manual Task	Deadline
External Tasks	Duration-only	Progress

**CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE SERVICES AGREEMENT, dated November 14, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Engineering Consultants, LLC. (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 engineering services to the City with regard to the On Call Engineering Services.

B. Pursuant to Article 18 of the Agreement, as amended, 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 WORK.

Article 1, of the Agreement is amended to add task orders labeled Exhibit "C" for the East Alameda Pedestrian Improvements Project , attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total twenty thousand seven hundred fifty three dollars and eight-six cents dollars (\$28,753.86), plus gross receipts tax in total for the term of this Agreement. The Unit Rate Schedule, attached hereto and incorporated herein as Exhibit "D" shall be used by the contractor in the assembly of cost proposals for individual project

assignments or tasks, 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, a sum not to exceed nine hundred forty three thousand two hundred ninety-one dollars and eighty-seven cents (\$943,291.87), 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.4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Santa Fe Engineering Consultants, LLC.

JAVIER M. GONZALES, MAYOR

NAME & TITLE

Date: _____

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 1/13/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

32338.572970.0114900
Business Unit/Line Item

EXHIBIT C

Santa Fe Engineering Consultants, LLC

S
F
E
C
Civil and Traffic Engineering
Construction Management
Land Development
1599 St Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641

January 4, 2015

Mr. James Martinez, Project Administrator
City of Santa Fe Public Works Department
500 Market Street, Suite 200
Santa Fe, New Mexico 87505

**RE: CITY OF SANTA FE EAST ALAMEDA PEDESTRIAN IMPROVEMENTS – C.I.P.
460-D – PROPOSAL FOR ADDITIONAL ENGINEERING SERVICES
INCLUDING: CONSTRUCTION INSPECTION, PROJECT CLOSE OUT, AND
AGENCY QUALITY ASSURANCE AND INDEPENDENT ASSURANCE TESTING
FOR CN S100281**

Dear Mr. Martinez:

As per your request, we have revised the cost proposal for reduction of inspection services and IA testing for the above referenced project.

For this proposal we have separated the work into the three (3) following tasks:

1. Provide **Construction Inspection Services** including responding to RFIs, review testing, act as City of Santa Fe's representative, Participate in a Pre-Construction Conference prior to commencement of Work at the Site, certify applications for payment. It is assumed that a 30 Day construction contract will be utilized.

Santa Fe Engineering Consultants (SFEC) will provide the following:

- Attend construction progress meetings and pre-construction conference.
- Review shop drawing submittals.
- Inspect materials delivered to project site: review material certifications, asphalt concrete tickets, base course tickets, asphalt cement certifications, etc.
- Coordination with City Project Manager.
- Maintain a log book with weather conditions, changed conditions, observations, hours, etc.
- Take photos to document details of work.
- Issue necessary clarifications to the Contract Documents.
- Review applications for payment from Contractor.
- Assist the City with a list of items requiring completion of project.
- Final inspection and verify final list items have been completed or corrected.

- Verify as-built notations provided by Contractor's surveyor and submit final as-builts on mylar to City.
- Submit records for final project close out to City.

2. **Provide Project Close-Out Services**

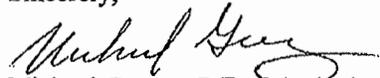
Review Contractor's submitted as-built plans, preparation, and submittal of final as-built drawings on mylar and on CD which includes project closeout documents. Mr. Michael Gomez, the Engineer of Record, shall be responsible for certification of the project.

3. **Provide Agency Quality Assurance and Independent Assurance Testing** in adherence to *NMDOT Independent Assurance Program Evaluation of Sampling and Test Procedures*. We have obtained quotes from two separate testing agencies for this proposal in order to ensure that the independent assurance testing agency is not the same as the Contractor's testing project representative. Agency testing will be provided by Terracon and Independent Assurance will be provided by Geo-Test.

The Project Engineer and the Project Inspector will review and monitor the test results to ensure that all work is performed in accordance with the Contract Documents and Specifications. Also included in this task, is the coordination involved between the Contractor and the testing agencies to ensure that the testing is done on schedule.

The man-hour estimates by task are presented in the attached Table 1. If you have any questions, or desire additional information, please do not hesitate to contact me. I am available at any time to meet or to make adjustments.

Sincerely,



Michael Gomez, P.E., Principal
Santa Fe Engineering Consultants, LLC.

TABLE 1 SANTA FE ENGINEERING CONSULTANTS ENGINEERING SERVICES FOR EAST ALAMEDA PEDESTRIAN IMPROVEMENT PROJECT CN S100281 PARTIAL CONSTRUCTION INSPECTION SERVICES, PROJECT CLOSEOUT, AND AGENCY QA TESTING MAN HOUR AND COST ESTIMATE										
TASK	DESCRIPTION	SENIOR ENGINEER	PROJECT ENGINEER/MANAGER	PROJECT INSPECTOR	SR. ENG. TECH	CADD DRAFTER	PROJECT ASSOCIATE	COST BY PHASE		
1 PARTIAL CONSTRUCTION INSPECTION SERVICES		FULLY LOADED RATES BY PERSONNEL								
		\$ 144.31	\$ 92.81	\$ 95.00	\$ 63.27	\$ 57.24	\$ 49.71			
HOURS		8	24	60	8	8	8			
SPEC COST		\$ 1,154.48	\$ 2,227.44	\$ 5,700.00	\$ 506.16	\$ 457.92	\$ 397.68	\$ 10,443.68		
TASK 1- CONSTRUCTION INSPECTION SERVICES TOTAL \$ 10,443.68										
2 CONSTRUCTION PROJECT CLOSEOUT SERVICES										
HOURS		2	4	8	0	8	4			
SPEC COST		\$ 288.62	\$ 371.24	\$ 760.00	\$ -	\$ 457.92	\$ 198.84	\$ 2,076.62		
TASK 2-PROJECT CLOSEOUT TOTAL \$ 2,076.62										
3 AGENCY QUALITY ASSURANCE AND INDEPENDENT TESTING										
HOURS		2	12	30	0	0	4			
SPEC COST		\$ 288.62	\$ 1,113.72	\$ 2,850.00	\$ -	\$ -	\$ 198.84	\$ 4,451.18		
TESTING SUBTOTAL \$ 4,451.18										
QA TESTING BY TERRACON \$ 6,691.25										
10% Administrative Fee \$ 669.13										
QA Agency Testing \$ 7,360.38										
IA TESTING BY GEO-TEST \$ 4,020.00										
10% Administrative Fee \$ 402.00										
IA TESTING \$ 4,422.00										
TASK 3 TESTING TOTAL \$ 11,782.38										
SERVICES TOTAL \$ 28,753.85										
NMGRT@ 8.3125% \$ 2,390.16										
GRAND TOTAL INCLUDING NMGRT \$ 31,144.02										

November 2, 2015

Santa Fe Engineering Consultants, LLC
1599 S. St. Francis Ste., B
Santa Fe, NM 87505



4905 Hawkins NE
Albuquerque, New Mexico 87109
Phone 505.797.4287
Fax 505.797.4288
www.terracon.com

Attn: Mrs. Bernadette Scargall, Project Manager

Re: **Construction Materials Testing and Sampling NMDTO QA Quote**
East Alameda Pedestrian Improvements
C.I.P. No. 460D
Santa Fe, NM

Terracon Proposal No. P66150398

Terracon is pleased to submit a quote for providing construction materials testing and sampling quality assurance services for the referenced project. Materials testing and sampling services will be performed as requested by the contractor's designated representative. Terracon is a participant in the AASHTO Materials Reference Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) Programs.

The time required for quality assurance testing during construction of the project will be directly related to the contractor's scheduling and performance and as directed by the contractor's representative. Our fees for the construction materials testing services will be based upon applicable unit prices. The estimated costs for providing services on this project are as follows including New Mexico Gross Receipts tax (NMGRT).

TOTAL ESTIMATED COST\$7,172.18

A detailed itemization of costs has been attached for your review.

Please contact Hugo Carreon with Terracon at (505) 797-4287 for further information concerning this quote.

Terracon Consultants, Inc. 4905 Hawkins NE Albuquerque, New Mexico 87109
P [505] 797 4287 F [505] 797 4288 terracon.com



Terracon

Construction Materials Cost Estimate
 East Alameda Pedestrian Improvements - C.I.P. No. 460D
 Santa Fe, NM
 11/2/2015
 Proposal No. P66160308

Item	Total Trips	Assumed Hrs./Trip	Quantity	Unit Rate	Unit	Extended Cost
Earthwork Sampling and Testing						
Soil Sample Pickup	1	2	2	\$ 55.00	Per Hour	\$ 110.00
Subgrade Preparation	2	3	6	\$ 55.00	Per Hour	\$ 330.00
Base Course	2	3	6	\$ 55.00	Per Hour	\$ 330.00
Culvert Backfill	2	3	6	\$ 55.00	Per Hour	\$ 330.00
Section Sub-Total						\$ 1,100.00
Concrete Sampling and Testing						
Curb/Gutter/Median/Sidewalk Cylinder Pickup	2	3	6	\$ 55.00	Per Hour	\$ 330.00
	2	1	2	\$ 55.00	Per Hour	\$ 110.00
Section Sub-Total						\$ 440.00
Mobilization and Equipment						
Travel for Field Sampling and Testing (CMT Technician), Roundtrip	11	1.75	19.25	\$ 55.00	Per Hour	\$ 1,058.75
Mileage 11 trips @ 110 miles round trip			1,210	\$ 0.55	Per Mile	\$ 665.50
Section Sub-Total						\$ 1,724.25
Earthwork Laboratory Testing						
Moisture-Density Determination (Proctor), Soil			2	\$ 150.00	Each	\$ 300.00
Sieve Analysis (Gradation) + Wash, Soil			2	\$ 90.00	Each	\$ 180.00
Plasticity Index (Liquid-Plastic Limit), Soil			2	\$ 85.00	Each	\$ 170.00
Moisture-Density Determination (Proctor), Base Course			2	\$ 150.00	Each	\$ 300.00
Sieve Analysis (Gradation) + Wash, Base Course			2	\$ 90.00	Each	\$ 180.00
Plasticity Index (Liquid-Plastic Limit), Base Course			2	\$ 85.00	Each	\$ 170.00
Fractured Face, Base Course			2	\$ 85.00	Each	\$ 170.00
Section Sub-Total						\$ 1,470.00
Portland Cement Concrete Laboratory Testing						
Compressive Strength of Concrete Cylinders, Set of Four (4), 4" X 8"			2	\$ 76.00	Per Set	\$ 152.00
Section Sub-Total						\$ 152.00
Asphaltic Concrete Laboratory Testing						
Asphaltic Concrete Ignition and Gradation			2	\$ 150.00	Each	\$ 300.00
Bulk Specific Gravity, VMA, VFA, and Air Voids			2	\$ 130.00	Each	\$ 260.00
Theoretical Maximum Specific Gravity and Density			2	\$ 100.00	Each	\$ 200.00
Asphalt Cores			3	\$ 25.00	Each	\$ 75.00
Section Sub-Total						\$ 835.00
Project Management and Report Preparation						
Project Management			6	\$ 95.00	Per Hour	\$ 570.00
Report Preparation and Distribution			10	\$ 40.00	Per Hour	\$ 400.00
Section Sub-Total						\$ 970.00
Total						\$ 6,691.25
New Mexico Gross Receipt Tax (NMGR), 7.1875%						\$ 480.93
Estimated Total Including New Mexico Gross Receipt Tax (NMGR)						\$ 7,172.18

This estimate is based on the passing of all initial tests conducted.
 Cost of all deficiencies and failures will be the sole responsibility of the contractor.

January 04, 2016

Santa Fe Engineering Consultants, LLC
1599 South Saint Francis, Suite B
Santa Fe, NM 87505

ATTN: Bernadette Scargall

RE: East Alameda Pedestrian Improvements - (Independent Assurance) Testing
Santa Fe, New Mexico

Dear Ms. Scargall:

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

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

DESCRIPTION	QUANTITY	PRICE
Foundations / Backfill for Drop Inlets and Junction Boxes, NMDOT Section 623 In-Place Density Moisture Density (Proctor)	2 hrs at \$55.00/hr	\$110.00
Subgrade Preparation, NMDOT Section 207 In-Place Density Moisture Density (Proctor)	4 at \$55.00/hr 3 at \$200.00/ea	\$220.0 \$600.00
Foundations for Sidewalks, Drive Pads, & Medians NMDOT Section 608 In-Place Density Moisture Density (Proctor)	4 at \$55.00/hr	\$220.00
Foundations for Curb and Gutter NMDOT Section 609 In-Place Density Moisture Density (Proctor)	4 at \$55.00/hr	\$220.00
Foundations / Backfill for Utilities, NMDOT Section 660 In-Place Density Moisture Density (Proctor)	4 at \$55.00/hr	\$220.00
Base Course, NMDOT Section 304 In-Place Density & Thickness Moisture Density (Proctor) Gradations, FF, & PI	4 at \$55.00/hr 2 at \$100.00/ea 2 at \$120.00/ea	\$220.00 \$200.00 \$240.00

GEO-TEST, INC.
 3204 RICHARDS LANE
 SANTA FE,
 NEW MEXICO
 87507
 (505) 471-1101
 FAX (505) 471-2246

8528 CALLE ALAMEDA
 ALBUQUERQUE,
 NEW MEXICO
 87113
 (505) 857-0933
 FAX (505) 857-0803

2805-A LAS VEGAS CT
 LAS CRUCES,
 NEW MEXICO
 88007
 (575) 526-6260
 FAX (575) 526-1660

HMA Superpave, NMDOT Section 423		
Sampling HMA	8 at \$55.00/hr	\$440.00
Asphalt Analysis (AC, Gradation, Gyrotory Voids)	2 at \$335.00/ea	\$670.00
Core Density and Thickness	2 at \$30.00/ea	\$60.00
Portland Cement Concrete, NMDOT Section 510, 511, & 521		
Sampling Fresh Concrete	8 at \$55.00/hr	\$440.00
Compressive Strength Specimens	8 at \$20.00/ea	\$160.00
ESTIMATED TOTAL COST INCLUDING ALTERNATE (All Invoicing will be billed on a Time and Materials Bases)		\$4,020.00

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

In addition to the rates and amounts estimated above, a stand-by charge of \$55.00 per hour would be assessed for technician time, when testing is not being conducted. This would include items such as equipment failures or other delays beyond Geo-Test's control.

The above estimate is based on the following:

1. All technician time is based on normal working hours of 7:00 AM to 5:00 PM, Monday thru Friday, any hours spent outside of that time frame or on holidays would be invoiced at a rate of 1.5 times per hour.
2. All scheduling of testing will be conducted at least 24 hours prior to testing.
3. If the above costs are used as a lump-sum, all technician time and testing is based on a "call out" basis, not full time. It will be solely at the discretion of Geo-Test, Inc. to determine the amount of time required for a technician to remain on site to provide the minimum testing required. Any technician time, administrative time, testing or sampling performed beyond the minimum required, will be invoiced as an additional cost at the rates listed above or on our current unit fee schedule.
4. Testing quantities listed above are based on minimum test frequencies listed in the project specifications and drawings. Where testing is based on production (i.e. per day), reasonable production rates were used for estimating purposes.

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

Respectfully;
GEO-TEST, INC.

Tim Byres, Laboratory Manager

GEO-TEST, INC.
 3204 RICHARDS LANE
 SANTA FE,
 NEW MEXICO
 87507
 (505) 471-1101
 FAX (505) 471-2245

8528 CALLE ALAMEDA
 ALBUQUERQUE,
 NEW MEXICO
 87113
 (505) 857-0933
 FAX (505) 857-0803

2805-A LAS VEGAS CT
 LAS CRUCES,
 NEW MEXICO
 88007
 (576) 528-8260
 FAX (575) 626-1660

GEO - TEST, INC.
 UNIT FEE SCHEDULE
 SEPTEMBER 2015

PERSONNEL

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

Principal Engineer.....	\$165.00/hour
Registered Professional Engineer/Geologist.....	\$130.00/hour
Staff Eng./Geologist.....	\$100.00/hour
Senior Engineering Technician.....	\$ 65.00/hour
Engineering Technician.....	\$ 55.00/hour
Draftsman.....	\$ 60.00/hour
Typist.....	\$ 45.00/hour
Field Engineer.....	\$ 65.00/hour
Per Diem.....	\$ 95.00/ day
Overtime (1.50 X hourly rates)	

EQUIPMENT

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

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

SPECIAL SERVICE AND INSPECTION

Soil & Foundation Investigation - Quoted based on project scope	
Caisson Inspection	\$ 55.00/hour
Compaction Control of Engineered Structural Fill	\$ 55.00/hour
Concrete Inspection and Control.....	\$ 55.00/hour
Bituminous Plant Calibration.....	\$ 55.00/hour
Concrete or Asphalt coring	\$ 100.00/hour
Outside Services and Material.....	cost + 20%
Floor Relative Humidity Probe	\$50.00/ea
Floor Vapor Emission Rate	\$25.00/ea
Windsor Probe.....	\$ 125.00/Set of 3
Fire Proofing Testing Onsite.....	\$ 65.00/hour
Special Inspection.....	\$65.00/hour
Structural Steel Special Inspection	\$80.00/hour

GEO-TEST, INC.
 3204 RICHARDS LANE
 SANTA FE,
 NEW MEXICO
 87507
 (505) 471-1101
 FAX (505) 471-2245

8528 CALLE ALAMEDA
 ALBUQUERQUE,
 NEW MEXICO
 87113
 (505) 857-0933
 FAX (505) 857-0803

2805-A LAS VEGAS CT
 LAS CRUCES,
 NEW MEXICO
 88007
 (575) 526-6260
 FAX (575) 526-1660

LABORATORY TESTS

Soils:

Moisture - Density Relation Test	
Unit Cost (ASTM D-698)	\$ 95.00
Unit Cost (ASTM D-1557)	\$ 110.00
Sieve Analysis (3" - #200)(ASTM C-136)	\$ 45.00
Plasticity Index (Atterberg Limits)(ASTM D-4318)	\$ 45.00
Hydrometer Analysis (ASTM D-422)	\$ 200.00
Moisture Content	\$ 25.00
Expansion (Swell, Constant surcharge)	\$ 90.00
FHA Soil Volume Change Meter	\$ 90.00
Percent Consolidation	\$ 100.00
Time Rated Consolidation (ASTM D-2435)	\$ 350.00
Direct Shear (ASTM D-3080)	\$ 175.00
Permeability (Constant or Falling Head), Undisturbed	\$ 180.00
Permeability (Constant or Falling Head), Remolded	\$ 200.00
Unconsolidated Undrained Triaxial Shear (ASTM D-2850)	\$ 375.00/pt.
Unconfined Compression, Undisturbed (ASTM D-2166)	\$ 75.00
Unconfined Compression, Remolded (ASTM D-2166)	\$ 100.00
Density of Undisturbed Ring Sample	\$ 35.00
California Bearing Ratio (CBR) (ASTM D1883)	\$ 375.00
Specific Gravity - #10 Fraction) (ASTM D-854)	\$ 50.00
Sample Prep (Laboratory)	\$ 55.00/hour
Soil pH (ASTM G-51)	\$50.00
Soil Resistivity (ASTM G-57)	\$50.00
One Dimensional Swell (ASTM 4546)	\$375.00
Floor Moisture Test Kits	\$25.00/ea

CONCRETE

Compressive Strength Tests (Curing & Capping)	
Concrete Cylinders & Cubes (ASTM C-39)	\$ 20.00
Hold Cylinders not Tested	\$ 20.00
Flexural Strength (Beams) (ASTM C-78)	\$ 30.00
Concrete Cores (ASTM C-39)	\$ 25.00
Single use Cylinder Molds	\$ 2.00
Concrete Mix Design	\$ 2,500.00
Less Aggregate Tests/negotiable	\$ 2,000.00
CTB Mix Design	\$ 1,500.00

GEO-TEST, INC.
 3204 RICHARDS LANE
 SANTA FE,
 NEW MEXICO
 87507
 (505) 471-1101
 FAX (505) 471-2245

8528 CALLE ALAMEDA
 ALBUQUERQUE,
 NEW MEXICO
 87113
 (505) 857-0933
 FAX (505) 857-0803

2805-A LAS VEGAS CT
 LAS CRUCES,
 NEW MEXICO
 88007
 (575) 526-8260
 FAX (575) 526-1660

ASPHALT

Asphaltic Concrete Pavement Analysis (includes extraction, gradation, gyratory specimens, and voids analysis)	\$335.00
Asphaltic Concrete Mix Design	\$ 2,500.00
Lab Verification of Asphalt Mix Design	\$ 700.00
Retained Stability of Bituminous Mixture (ASTM D-1075)	\$ 300.00
Asphalt Content & Gradation of Bituminous Mixture	\$ 100.00
Unit Weight, Stability & Flow (ASTM D-1559)	\$ 80.00
Asphalt Core Density and Length (ASTM D-2726)	\$ 30.00
Maximum Theoretical Specific Gravity (ASTM D-2041)	\$ 60.00
OGFC Mix Design	\$ 500.00
Superpave Mix Design	\$5,000.00
Gyratory Specimens (AASHTO T-312)	\$175.00

AGGREGATE

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

GEO-TEST, INC.
3204 RICHARDS LANE
SANTA FE,
NEW MEXICO
87507
(505) 471-1101
FAX (505) 471-2245

8528 CALLE ALAMEDA
ALBUQUERQUE,
NEW MEXICO
87113
(505) 857-0933
FAX (505) 857-0803

2805-A LAS VEGAS CT
LAS CRUCES,
NEW MEXICO
88007
(575) 526-6260
FAX (575) 526-1660

ITEM # 12-0970

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 Santa Fe Engineering Consultants, LLC (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 On Call Engineering Services (the "Project"), in conjunction with EXHIBIT "A", attached hereto and made a part thereof.

B. 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 the schedule to extend the time within which Contractor shall complete the project or phase thereof.

C. 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.

D. 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.

E. 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 Five Hundred Thousand Dollars (\$500,000), plus applicable gross receipts taxes in total for the term of this agreement.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. 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. LIQUIDATED DAMAGES

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.

5. 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.

6. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last and terminate no later than four (4) years from the effective date, unless sooner pursuant to Article 6 below.

7. 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) If compensation is not based upon hourly rates for services rendered, 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.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

8. 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.

9. 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.

10. 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:
Roadway & Trails Engineering Division
Attn: Eric Martinez or James Martinez
P.O. Box 909
Santa Fe, New Mexico 87504-0909

Contractor:
Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, New Mexico 87505

23. EXHIBITS

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

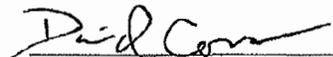
Exhibit A – Scope of Work

Exhibit B – Unit Rate Schedule

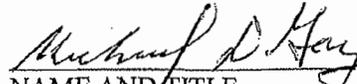
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:



DAVID COSS, MAYOR

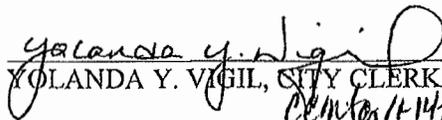


NAME AND TITLE

DATE: 11/15/12

DATE: 10/29/2012

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
11/14/12

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY
10/18/12

APPROVED:



DR. MELVILLE L. MORGAN, FINANCE DIRECTOR

Varies

Business Unit/Line Item

Exhibit A
Scope of Work

SCOPE OF SERVICES

BACKGROUND AND SUMMARY

The City of Santa Fe Roadway Development Section of the Public Works Department/Roadway & Trails Engineering Division requires on call professional engineering design services for addressing unanticipated project development needs for transportation infrastructure improvement projects. Such needs may include, but are not be limited to, engineering analysis and design for location study activities; preparation of preliminary and final plans, specifications, estimates and bid documents for construction; and construction engineering and management services for a variety of new construction, reconstruction or rehabilitation projects.

Project improvements may require roadway, traffic, structural, geotechnical and drainage engineering analysis and design including related environmental, surveying, right-of-way, subsurface utility engineering and landscape design efforts. Tasks may include the following:

1. Roadway Design
 - Horizontal/Vertical Alignment
 - Grading Plans & Earthwork Computations
 - Typical Sections & Cross Sections
 - Pavement Design
 - ADA Improvements
 - Traffic Calming Improvements
2. Traffic Analysis and Design
 - Traffic Studies (i.e. roadway/intersection capacity analysis, warrant studies, gap analysis, speed studies, traffic counts, accident studies, etc.).
 - Geometric Improvements
 - Permanent Signing & Striping Plans
 - Roadway Lighting & Signalization Plans
 - Signal Synchronization, Interconnect & Timing Plans
 - Traffic Control Plans
3. Structural/Geotechnical Analysis and Design
 - Geotechnical Investigations
 - Bridge, Foundation and Retaining Wall Analysis & Design
4. Drainage Analysis and Design
 - Hydraulic/Hydrological/Scour Analysis
 - Floodplain Management Evaluation (in accordance w/FEMA requirements)
 - Section 401/404 & NOI Applications/Permits
 - Temporary Erosion & Sediment Control Plans
 - Storm Drainage & Erosion Control Improvements (i.e. culverts, drop inlets, manholes, flow control structures, etc.)

The Consultant shall be required to provide on call engineering services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue a written project assignment to the Consultant detailing the services required. Upon receiving the City's request for services, the Consultant shall promptly provide the City with an estimated man-hour summary (or work-hour schedule), cost summary, and project schedule required to complete the assignment or task. Work-hour schedules *may* be compiled on a City of Santa Fe Engineering Work-Hour Schedule Form (see Exhibit A as an example) while cost summaries *shall* be compiled on a City of Santa Fe Engineering Cost Summary Form attached as Exhibit B. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Consultant may be required to do some of the work in phases.

NOTE: At the City's discretion, multiple professional services agreements (i.e. contracts) may be awarded for the on call engineering services described herein.

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.

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. Alignment 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. Geotechnical Investigations
4. Preliminary Design Plans
5. Coordination
6. 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. Alignment Study

The City may require the Consultant to conduct alignment studies in accordance with the NMDOT Location Study Procedures (i.e. Phase IA, IB). The scope shall be defined and negotiated on a project by project basis. This work involves the development and preparation of an Alignment Study Report which may include, but is not limited to, a traffic analysis (intersection capacity analysis, queuing analysis and signal timing recommendations) for existing and design year conditions; evaluation of right-of-way and needs; drainage system evaluation and improvement recommendations; and bridge evaluation and recommendations. The traffic analysis portion of the alignment study shall be conducted in accordance with the latest traffic engineering guidelines and software. When required, four (4) copies of the Alignment Study Report shall be submitted to the City.

The primary purpose of the Alignment Study is to provide recommendations for improvements to the existing facilities and/or construction of new facilities including:

- Need for turning lanes.
- Need for improvements to vertical and horizontal Alignment.
- Need for street lighting, signal hardware improvements, and signal interconnect.
- Evaluation of existing right-of-way and preliminary right-of-way requirements.
- Drainage investigations, analysis and recommendations for improvements.
- Bridge structure recommendations and evaluation of structure types.

2. Environmental Investigations and Documentation

The Consultant shall 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). 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:

- 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.
- Coordinate cultural resource findings with the Archaeological Review Committee.
- 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.
- Impacts to prime or unique farmlands or farmland of statewide or local importance.
- Biological or hazardous materials issues.

All reports submitted to the City are subject to City approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Consultant shall; determine, recommend, and obtain the City's concurrence on the preferred alternative to be used for final design.

NOTE: National Environmental Protection Act (NEPA) requirements will be determined by the Consultant in coordination with the City on a project by project basis.

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). 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, Roadway & Trails Engineering 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 effort may 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. Pot-holing (locating) is only anticipated if substructure construction/excavation is required. 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 evaluate the necessary level effort for floodplain evaluation and 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 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 may be required to provide or conduct the following:

Preliminary Design Plans

Provide preliminary design plans (30% 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.

30% Completion Design Review

Schedule and conduct the 30% completion design review. The review shall include the preparation of the 30% 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, Roadway & Trails Engineering 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 may require right-of-way design services. If required, a portion or all of the services listed below will be negotiated. When right-of-way design services are necessary, the Consultant will provide right-of-way surveying, mapping, title reports, and monumentation.

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 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. The Consultant shall then submit the work-hour and fee proposal for the right-of-way surveying, right-of-way mapping and monumentation requirements to the City.

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 Consultant 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. Some of these features may have been obtained during the location survey phase of the project but they may need to be appropriately tied to the right-of-way surveys and maps. Also, provide sufficient survey information on ties to existing or set monuments on the project.

The Consultant, having obtained all the necessary field data, will prepare the right-of-way survey maps and will show all pertinent survey data, existing right-of-way limits, intersecting property lines, accepted and rejected monuments, encroachments, buildings, billboard signs or structures within fifty feet of the right-of-way, etc., annotation and notes upon which future right-of-way acquisition boundaries will be electronically overlaid and computed.

Right-of-Way Mapping

The Consultant shall meet with the City 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 Consultant will prepare the preliminary right-of-way maps for presentation and review at the 60% completion design review. Immediately following the review and, prior to the 90% completion design review, the Consultant shall submit three (3) final Right-of-Way Map print sets of the final Right-of-Way Map with one copy of all documents including legal descriptions and title reports to the City for first review. Ownership shall be shown on the right-of-way maps exactly as listed in the title reports. These final Right-of-Way Maps shall locate all parcel takes and construction maintenance easements. Temporary construction permit locations shall also be shown on the map if they are located in areas for which mapping has been developed. All temporary construction permits shall, however, be listed

on the parcel block sheet of the final Right-of-Way Maps as well as shown on the plan and profile sheets. 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 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.

The second review prior to the 90% completion design review is primarily for the purpose of assuring that the red-lined markups of the first review set have been made and to assure that items of concern resulting from the first review are adequately addressed and communicated to the Consultant. If alignments or other major changes occur to the right-of-way maps presented for the first review, the City shall be notified and may result in additional time necessary for reviews by the City.

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.

Note: For work-hour estimates assume 10 title reports will be required, each a 33 year abstract.

Takes and Construction Maintenance Easements (CME's)

The Consultant 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 does 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 Consultant shall provide the following:

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

General

The Consultant shall:

- Execute and submit with each title report the "Certificate of Title" form and hold the title reports in confidence and reveal the title reports or opinions only to the City unless otherwise directed in writing by the City.

- Deliver title reports to the City "satisfactorily completed" in a timely manner. Delivery of such shall be defined as (1) actual transfer of possession in the form approved by the City incorporating all required corrections and clarifications, and (2) written acceptance by the City of the Consultant's work.
- The City's acceptance or rejection of the Consultant's work product shall be given in writing. The City shall return deficient or inadequate title reports within 30 calendar days of receipt.
- The dates for the submission of title reports shall be determined at the initial meeting between the City and Consultant.
- All documents must be letter size, except for surveys and/or maps, which may be folded. All title reports must be bound securely (abstract form). All title reports submitted must be prepared by a licensed and bonded Title Company.
- Promptly correct all deficiencies and return the title reports for further review within (30) calendar days from date of return.
- Be fully responsible for the accuracy of all work.

The City shall:

- Shall return to the Consultant, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable.
- May hold a review of the title work for the purpose of further discussion of the type of title work required.
- Shall make available to the Consultant, City records as may be available and pertinent for the purpose of the work herein described.
- May schedule and hold a review with the Consultant and representatives of the City involved in the project as necessary.

Monumentation

Upon assignment of a final map date by the City, the Consultant 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:

60% & 95% Completion Design Plans

Provide 60% & 95% 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, TЕСM 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.

60% & 95% Completion Design Review

Schedule and conduct the 60% & 95% completion design review with appropriate City staff. The Consultant shall prepare the 60% & 95% 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, Roadway & Trails Engineering 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, Roadway & Trails Engineering Division Director and ADA Coordinator;
- 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 2000 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 one 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;
3. Daily construction observation, oversight, inspection and daily diary entry;
4. 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
 - One-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

Unit Rate Schedule

10/19/2012

ON CALL ENGINEERING SERVICES - RFP #13/04/P
SANTA FE ENGINEERING LABOR CLASSIFICATIONS AND RATES
ROADWAY DESIGN, TRAFFIC ANALYSIS, SIGNAL DESIGN, DRAINAGE, CONSTRUCTION ADMINISTRATION
AND MANAGEMENT

CLASSIFICATION	DIRECT LABOR	169% OVERHEAD	12% PROFIT	FULLY LOADED RATE
SENIOR ENGINEER	\$47.90	\$80.95	\$15.46	\$144.31
ENGINEER	\$30.00	\$50.70	\$9.68	\$90.38
ENGINEER-IN-TRAINING	\$29.00	\$49.01	\$9.36	\$87.37
PRODUCTION MANAGER	\$27.30	\$46.14	\$8.81	\$82.25
SENIOR ENGINEERING TECHNICIAN	\$21.00	\$35.49	\$6.78	\$63.27
CONSTRUCTION INSPECTOR	\$22.05	\$37.26	\$7.12	\$66.43
CADD DRAFTER III	\$19.00	\$32.11	\$6.13	\$57.24
PROJECT ASSISTANT	\$16.50	\$27.89	\$5.33	\$49.71

CLASSIFICATION	DIRECT LABOR	169% OVERHEAD	15% PROFIT	FULLY LOADED RATE
SENIOR ENGINEER	\$47.90	\$80.95	\$19.33	\$148.18
ENGINEER	\$30.00	\$50.70	\$12.11	\$92.81
ENGINEER-IN-TRAINING	\$29.00	\$49.01	\$11.70	\$89.71
PRODUCTION MANAGER	\$27.30	\$46.14	\$11.02	\$84.45
SENIOR ENGINEERING TECHNICIAN	\$21.00	\$35.49	\$8.47	\$64.96
CONSTRUCTION INSPECTOR	\$22.05	\$37.26	\$8.90	\$68.21
CADD DRAFTER III	\$19.00	\$32.11	\$7.67	\$58.78
PROJECT ASSISTANT	\$16.50	\$27.89	\$6.66	\$51.04

10/19/2012

10/19/2012

**ON CALL ENGINEERING SERVICES - RFP #13/04/P
TBE GROUP LABOR CLASSIFICATIONS AND RATES
SUBSURFACE UTILITIES**

CLASSIFICATION	DIRECT LABOR	173.49% OVERHEAD	12% PROFIT	FULLY LOADED RATE
SR. PROJECT MANAGER	\$49.49	\$85.86	\$16.24	\$151.59
PROJECT MANAGER	\$41.93	\$72.74	\$13.76	\$128.44
PROJECT ENGINEER	\$82.91	\$143.84	\$27.21	\$253.96
SR. UTILITY COORDINATOR	\$49.49	\$85.86	\$16.24	\$151.59
UTILITY COORDINATOR	\$41.93	\$72.74	\$13.76	\$128.44
CADD TECHNICIAN	\$26.47	\$45.92	\$8.69	\$81.08
SR. CADD TECHNICIAN	\$35.40	\$61.42	\$11.62	\$108.43
SUE MANAGER	\$30.54	\$52.98	\$10.02	\$93.55
SUE SUPERVISOR	\$25.17	\$43.67	\$8.26	\$77.10
SUE TECH III	\$20.53	\$35.62	\$6.74	\$62.89
SUE TECH II	\$20.09	\$34.85	\$6.59	\$61.54
SUE TECH I	\$16.67	\$28.92	\$5.47	\$51.06
TECHNCIAL SUPPORT	\$12.31	\$21.36	\$4.04	\$37.71
PROJECT/CONTRACT ADMIN.	\$30.71	\$53.28	\$10.08	\$94.07

CLASSIFICATION	DIRECT LABOR	173.49% OVERHEAD	15% PROFIT	FULLY LOADED RATE
SR. PROJECT MANAGER	\$49.49	\$85.86	\$20.30	\$155.65
PROJECT MANAGER	\$41.93	\$72.74	\$17.20	\$131.88
PROJECT ENGINEER	\$82.91	\$143.84	\$34.01	\$260.76
SR. UTILITY COORDINATOR	\$49.49	\$85.86	\$20.30	\$155.65
UTILITY COORDINATOR	\$41.93	\$72.74	\$17.20	\$131.88
CADD TECHNICIAN	\$26.47	\$45.92	\$10.86	\$83.25
SR. CADD TECHNICIAN	\$35.40	\$61.42	\$14.52	\$111.34
SUE MANAGER	\$30.54	\$52.98	\$12.53	\$96.05
SUE SUPERVISOR	\$25.17	\$43.67	\$10.33	\$79.16
SUE TECH III	\$20.53	\$35.62	\$8.42	\$64.57
SUE TECH II	\$20.09	\$34.85	\$8.24	\$63.19
SUE TECH I	\$16.67	\$28.92	\$6.84	\$52.43
TECHNCIAL SUPPORT	\$12.31	\$21.36	\$5.05	\$38.72
PROJECT/CONTRACT ADMIN.	\$30.71	\$53.28	\$12.60	\$96.59

10/19/2012

**ON CALL ENGINEERING SERVICES - RFP #13/04/P
QUIROGA-PFEIFFER ENGINEERING CORPORATION LABOR CLASSIFICATIONS AND RATES
STRUCTURAL ENGINEERING**

CLASSIFICATION	DIRECT LABOR	118.32% OVERHEAD	12% PROFIT	FULLY LOADED RATE
PRINCIPAL ENGINEER	\$45.36	\$53.67	\$11.88	\$110.91
SENIOR STRUCTURAL ENGINEER II	\$39.69	\$46.96	\$10.40	\$97.05
SENIOR STRUCTURAL ENGINEER I	\$36.38	\$43.04	\$9.53	\$88.96
ASSOCIATE STRUCTURAL ENGINEER	\$34.22	\$40.49	\$8.97	\$83.67
ASSISTANT STRUCTURAL ENGINEER	\$28.13	\$33.28	\$7.37	\$68.78
SENIOR STRUCTURAL DESIGNER	\$35.62	\$42.15	\$9.33	\$87.10
STRUCTURAL TECHNICIAN	\$27.42	\$32.44	\$7.18	\$67.05

CLASSIFICATION	DIRECT LABOR	118.32% OVERHEAD	15% PROFIT	FULLY LOADED RATE
PRINCIPAL ENGINEER	\$45.36	\$53.67	\$14.85	\$113.88
SENIOR STRUCTURAL ENGINEER II	\$39.69	\$46.96	\$13.00	\$99.65
SENIOR STRUCTURAL ENGINEER I	\$36.38	\$43.04	\$11.91	\$91.34
ASSOCIATE STRUCTURAL ENGINEER	\$34.22	\$40.49	\$11.21	\$85.92
ASSISTANT STRUCTURAL ENGINEER	\$28.13	\$33.28	\$9.21	\$70.63
SENIOR STRUCTURAL DESIGNER	\$35.62	\$42.15	\$11.66	\$89.43
STRUCTURAL TECHNICIAN	\$27.42	\$32.44	\$8.98	\$68.84

10/19/2012

ON CALL ENGINEERING SERVICES - RFP #13/04/P
GEO-TEST, INC. LABOR CLASSIFICATIONS AND RATES
GEOTECHNICAL SERVICES

CLASSIFICATION	DIRECT LABOR	175.53% OVERHEAD	12% PROFIT	FULLY LOADED RATE
PRINCIPAL	\$50.51	\$88.66	\$16.70	\$155.87
STAFF ENGINEER/DRILL CREW	\$48.82	\$85.69	\$16.14	\$150.66
ENGINEERING TECHNCIAN	\$18.52	\$32.51	\$6.12	\$57.15
ADMINISTRATIVE	\$17.50	\$30.72	\$5.79	\$54.00

CLASSIFICATION	DIRECT LABOR	175.53% OVERHEAD	15% PROFIT	FULLY LOADED RATE
PRINCIPAL	\$50.51	\$88.66	\$20.88	\$160.05
STAFF ENGINEER/DRILL CREW	\$48.82	\$85.69	\$20.18	\$154.69
ENGINEERING TECHNCIAN	\$18.52	\$32.51	\$7.65	\$58.68
ADMINISTRATIVE	\$17.50	\$30.72	\$7.23	\$55.45

10/19/2012

**ON CALL ENGINEERING SERVICES - RFP #13/04/P
MARRON AND ASSOCIATES LABOR CLASSIFICATIONS AND RATES
ENVIRONMENTAL DOCUMENTATION**

CLASSIFICATION	DIRECT LABOR	170% OVERHEAD	12% PROFIT	FULLY LOADED RATE
ADMINISTRATIVE SUPPORT	\$19.00	\$32.30	\$6.16	\$57.46
BIOLOGIST I	\$24.36	\$41.41	\$7.89	\$73.66
BIOLOGIST II	\$23.00	\$39.10	\$7.45	\$69.55
BIOLOGIST MANAGER	\$36.92	\$62.76	\$11.96	\$111.65
CONTRACT MANAGER	\$35.00	\$59.50	\$11.34	\$105.84
CULTURAL RESOURCES LAB TECH	\$13.00	\$22.10	\$4.21	\$39.31
CULTURAL RESOURCES MANAGER	\$27.97	\$47.55	\$9.06	\$84.58
CULTURAL RESOURCES SPECIALIST I	\$25.00	\$42.50	\$8.10	\$75.60
CULTURAL RESOURCES SPECIALIST II	\$20.00	\$34.00	\$6.48	\$60.48
ENVIRONMENTAL PROJECT MANAGER I	\$29.51	\$50.17	\$9.56	\$89.24
ENVIRONMENTAL PROJECT MANAGER II	\$17.28	\$29.38	\$5.60	\$52.25
GIS SPECIALIST I	\$22.90	\$38.93	\$7.42	\$69.25
GIS SPECIALIST II	\$18.54	\$31.52	\$6.01	\$56.06

CLASSIFICATION	DIRECT LABOR	170% OVERHEAD	15% PROFIT	FULLY LOADED RATE
ADMINISTRATIVE SUPPORT	\$19.00	\$32.30	\$7.70	\$59.00
BIOLOGIST I	\$24.36	\$41.41	\$9.87	\$75.64
BIOLOGIST II	\$23.00	\$39.10	\$9.32	\$71.42
BIOLOGIST MANAGER	\$36.92	\$62.76	\$14.95	\$114.64
CONTRACT MANAGER	\$35.00	\$59.50	\$14.18	\$108.68
CULTURAL RESOURCES LAB TECH	\$13.00	\$22.10	\$5.27	\$40.37
CULTURAL RESOURCES MANAGER	\$27.97	\$47.55	\$11.33	\$86.85
CULTURAL RESOURCES SPECIALIST I	\$25.00	\$42.50	\$10.13	\$77.63
CULTURAL RESOURCES SPECIALIST II	\$20.00	\$34.00	\$8.10	\$62.10
ENVIRONMENTAL PROJECT MANAGER I	\$29.51	\$50.17	\$11.95	\$91.63
ENVIRONMENTAL PROJECT MANAGER II	\$17.28	\$29.38	\$7.00	\$53.65
GIS SPECIALIST I	\$22.90	\$38.93	\$9.27	\$71.10
GIS SPECIALIST II	\$18.54	\$31.52	\$7.51	\$57.57

10/19/2012

ON CALL ENGINEERING SERVICES - RFP #13/04/P
JENKINS GAVIN DESIGN AND DEVELOPMENT, INC. LABOR CLASSIFICATIONS AND RATES
PUBLIC INVOLVEMENT / ENN

CLASSIFICATION	DIRECT LABOR	158% OVERHEAD	12% PROFIT	FULLY LOADED RATE
PLANNER	\$34.62	\$54.70	\$10.72	\$100.04
ARCHITECT	\$34.62	\$54.70	\$10.72	\$100.04
PROJECT MANAGER	\$19.23	\$30.38	\$5.95	\$55.57

CLASSIFICATION	DIRECT LABOR	158% OVERHEAD	15% PROFIT	FULLY LOADED RATE
PLANNER	\$34.62	\$54.70	\$13.40	\$102.72
ARCHITECT	\$34.62	\$54.70	\$13.40	\$102.72
PROJECT MANAGER	\$19.23	\$30.38	\$7.44	\$57.06

10/19/2012

**ON CALL ENGINEERING SERVICES - RFP #13/04/P
 DAWSON SURVEYS, INC. LABOR CLASSIFICATIONS AND RATES
 SURVEYING SERVICES**

CLASSIFICATION	DIRECT LABOR	125% OVERHEAD	12% PROFIT	FULLY LOADED RATE
LICENSED SURVEYOR	\$41.25	\$51.56	\$11.14	\$103.95
CREW CHIEF	\$18.00	\$22.50	\$4.86	\$45.36
FIELD TECHNICIAN	\$17.00	\$21.25	\$4.59	\$42.84
SENIOR CADD DRAFTER	\$18.00	\$22.50	\$4.86	\$45.36
CAD DRAFTER	\$14.00	\$17.50	\$3.78	\$35.28
CLERICAL ADMINISTRATION	\$19.00	\$23.75	\$5.13	\$47.88
CLERICAL	\$16.00	\$20.00	\$4.32	\$40.32

CLASSIFICATION	DIRECT LABOR	125% OVERHEAD	15% PROFIT	FULLY LOADED RATE
LICENSED SURVEYOR	\$41.25	\$51.56	\$13.92	\$106.73
CREW CHIEF	\$18.00	\$22.50	\$6.08	\$46.58
FIELD TECHNICIAN	\$17.00	\$21.25	\$5.74	\$43.99
SENIOR CADD DRAFTER	\$18.00	\$22.50	\$6.08	\$46.58
CAD DRAFTER	\$14.00	\$17.50	\$4.73	\$36.23
CLERICAL ADMINISTRATION	\$19.00	\$23.75	\$6.41	\$49.16
CLERICAL	\$16.00	\$20.00	\$5.40	\$41.40

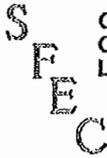
10/19/2012

**ON CALL ENGINEERING SERVICES - RFP #13/04/P
SURROUNDINGS LABOR CLASSIFICATIONS AND RATES
LANDSCAPING**

CLASSIFICATION	DIRECT LABOR	146% OVERHEAD	12% PROFIT	FULLY LOADED RATE
PRINCIPAL P1	\$45.00	\$65.70	\$13.28	\$123.98
PRINCIPAL P2	\$40.00	\$58.40	\$11.81	\$110.21
STAFF / LANDSCAPE ARCHITECT	\$35.00	\$51.10	\$10.33	\$96.43
STAFF / LANDSCAPE DESIGNER	\$33.00	\$48.18	\$9.74	\$90.92
STAFF / LANDSCAPE 1	\$29.00	\$42.34	\$8.56	\$79.90
PROJECT ADMINISTRATION	\$27.50	\$40.15	\$8.12	\$75.77

CLASSIFICATION	DIRECT LABOR	146% OVERHEAD	15% PROFIT	FULLY LOADED RATE
PRINCIPAL P1	\$45.00	\$65.70	\$16.61	\$127.31
PRINCIPAL P2	\$40.00	\$58.40	\$14.76	\$113.16
STAFF / LANDSCAPE ARCHITECT	\$35.00	\$51.10	\$12.92	\$99.02
STAFF / LANDSCAPE DESIGNER	\$33.00	\$48.18	\$12.18	\$93.36
STAFF / LANDSCAPE 1	\$29.00	\$42.34	\$10.70	\$82.04
PROJECT ADMINISTRATION	\$27.50	\$40.15	\$10.15	\$77.80

Santa Fe Engineering Consultants, LLC



Civil and Traffic Engineering
Construction Management
Land Development

1599 St Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641

August 4, 2014

Mr. Brian Drypolcher
City of Santa Fe Public Works Department
P.O. Box 909
Santa Fe, NM 87504

**RE: CITY OF SANTA FE OPEN ENDED CONTRACT RFP #13/04/P –
ENGINEERING DESIGN SERVICES FOR EAST ALAMEDA PEDESTRIAN
IMPROVEMENTS, CIP #460D, SANTA FE, NEW MEXICO**

Dear Mr. Drypolcher:

As per our negotiation, the following is our scope of work and fees for the above referenced project.

A. Organization

For this project we have assembled a team as follows:

- Santa Fe Engineering Consultants – Engineering Design
- Dawson Surveys – Surveying Services
- Jenkins Gavin Associates – Public Involvement
- Santa Fe Vacuum and Excavating – Subsurface Utility Location
- GL Environmental – Environmental Services

Mr. Michael Gomez, P.E. will be the principal in charge and the Project Engineer. Mr. Mr. Eric Cornelius, E.I.T. will be the Project Designer. Mr. Diego Sisneros, L.S. will be the surveyor in charge of all surveys. Ms. Jennifer Jenkins will be in charge of public involvement. Ms. Jerusha Rawlings will be in charge of Environmental Services. The organizational chart is presented in Figure 1.

B. Scope of Work

Santa Fe Engineering Consultants (SFEC) will provide environmental studies, NMDOT Project Certifications, design plans and construction documents for pedestrian improvements on East Alameda Street for the following:

- Segment 1 - El Alamo Street (BOP) to Palace Avenue—South Side Only: Utilizing the Alarid Survey and Surroundings design to provide roadway narrowing, striping, curb, gutter, 4-5 ft. sidewalk, handrail and curb ramps installation and one drop inlet relocation. No anticipated impacts to historic wall within channel (only possibly to stone work adjacent to curb), existing trees, and above ground utilities. All engineering designs and topographic surveys for this Segment will be provided in AutoCad format.
- Segment 2 - Palace Avenue to End of East Alameda Street (EOP)—North Side Only: Intersection pedestrian crossings, curb ramps, drive pads, evaluate alternatives to reset existing brick vs. new 5-6 ft. concrete sidewalk and possible isolated tree removal vs. elevated path over root zones.
- Segment 3 - Patrick Smith Driveway to EOP—South Side: New 4 ft. concrete sidewalk, curb ramp. No anticipated impacts to historic wall, existing trees, and utilities.

The major tasks are as follows:

Task 1 – Study Phase

- a. Data Research, Acquisition, and Review – obtain existing information available, cultural resources information from the City, and as-built data that may be on file with the City of Santa Fe.
- b. Location Surveys – For Segments 2 and 3, topographic mapping will be performed for the project. The Dawson Surveys will notify NM One Call for utility locates. Dawson Surveys will locate all spotted underground utilities, visible utility features, storm structures, SAS sewer rim horizontal and vertical locations and tree trunk locations, drawn to size. Contour intervals will be at one foot. For Segment 1, the Alarid Survey will be used for design of the improvements. The survey will be field checked in spots to verify the accuracy of the topography.

- c. "No-Rise" Certification of the Floodplain, 401/404 Permit, and Ordinary High Water Mark Certification, if necessary.
- d. Assessment and field inspection of the existing conditions. SFEC and the project team will conduct a field inspection to assess the existing conditions for each segment.
- e. Environmental Investigation/Documentation including Cultural Resources, Biological Services, Tribal Consultation, if needed, and obtaining a Categorical Exclusion. SFEC will work with the NMDOT to finalize the scope of work needed for the Categorical Exclusion. No formal ISA or PSI is included in this scope of work.
- f. Public Involvement/ENN Meeting. A public involvement program will be run for all three segments concurrently. Early Neighborhood Notification (ENN) Procedures, in accordance with the City development code, Chapter 14-3.1 will be followed. The City of Santa Fe's GIS Department will provide the list of property owners and mailing addresses. Notices of the ENN will be mailed to property owners within 300 feet of each project site and each project will be posted. All posters will be posted at least 15 calendar days prior to the ENN. One public meeting will be conducted. Public input will be acquired and input into the design factors. The public input and the meeting will be documented and SFEC will provide meeting minutes and a summary of the comments received from the public.
- g. SFEC will provide the necessary coordination among City Staff and stakeholders, including the various City Departments, SHPO, NMDOT, and Utility Companies. Progress meetings will be scheduled as needed.

Task 2 -- Preliminary and Final Design Phase

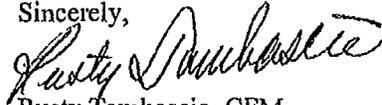
- a. 30% Plan Review. Based on the results of Task 1, SFEC will provide conceptual design plans (30% completion) and cost estimates. Plans will include project layout, typical sections, details, utility relocations/improvements and grading/drainage plans.
- b. Subsurface Utility Exploration. If required, Santa Fe Vacuum will perform borings at specified locations to determine the depths of underground utilities and storm structures.

- c. Public Involvement/BNN Meeting, if required, will be conducted during this phase of the project following the same guidelines as in the Study Phase.
- d. Plans, Specifications and Estimate Package, Environmental Certifications, and Construction Documents. Design comments from City of Santa Fe and NMDOT review will be incorporated into the final plans. SFEC will prepare a final cost estimate and SFEC will provide the final PS&E package, certifications and construction documents. The final design plans will be prepared for the three segments and will be done to NMDOT standards.

SFEC shall submit and distribute plans (50% reduced) for each design plan review. SFEC will document these design review meetings and provide meeting minutes

Attached for your review is a summary of projected costs. If you have any questions or desire additional information, please do not hesitate to contact us.

Sincerely,

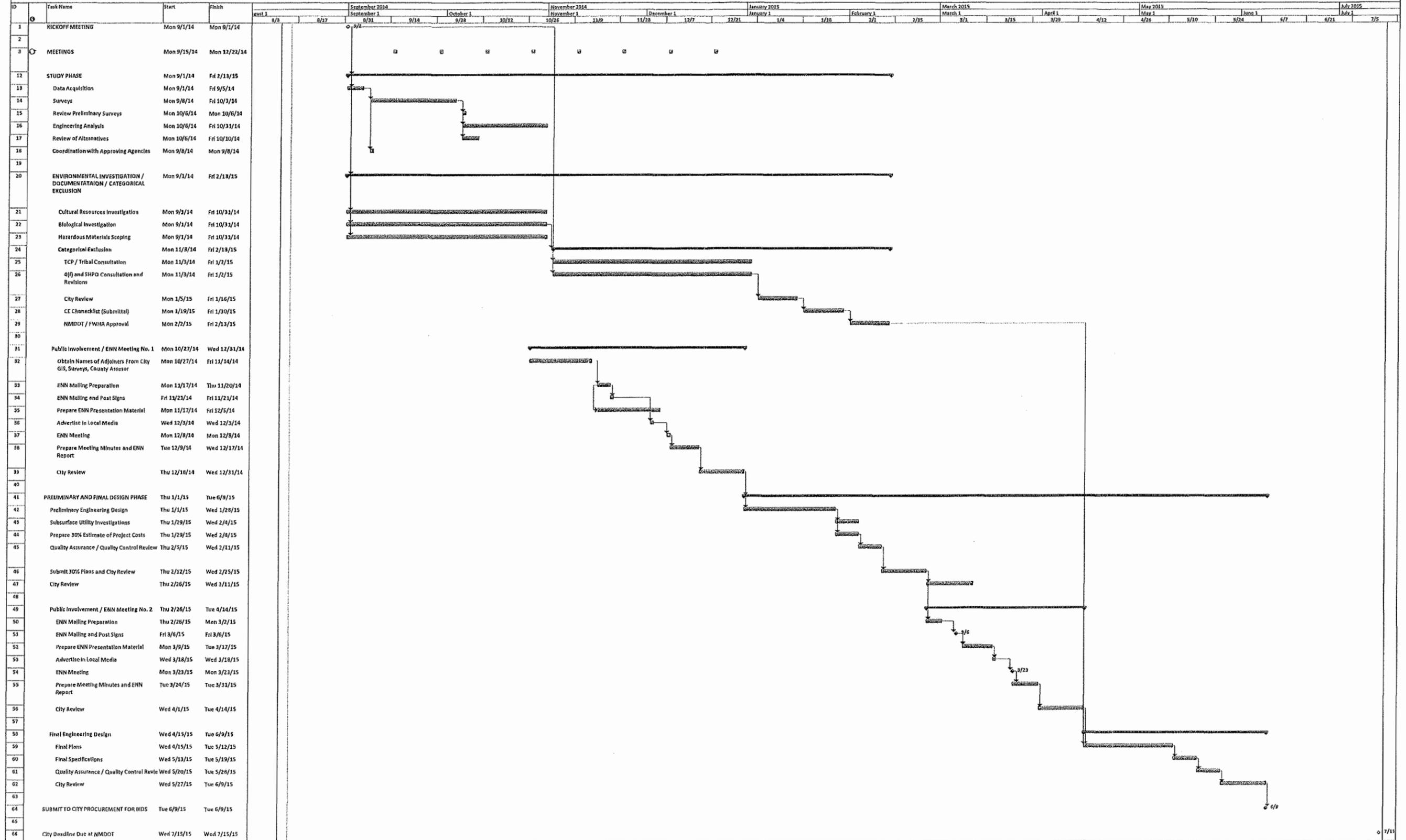


Rusty Tambascio, CFM
Santa Fe Engineering Consultants, LLC.

SANTA FE ENGINEERING CONSULTANTS
 ENGINEERING DESIGN SERVICES FOR
 EAST ALAMEDA PEDESTRIAN IMPROVEMENTS, CIP #460D
 MAN HOUR AND COST ESTIMATE

TASK DESCRIPTION	SENIOR ENGINEER	QA/QC ENGINEER	ENGINEER IN TRAINING	PRODUCTION MANAGER	SR. ENG. TECH	CADD DRAFTER	PROJECT ASSISTANT	SFEC
	HOURLY RATES BY PERSONNEL							
	\$144.31	\$92.81	\$87.37	\$82.25	\$63.27	\$57.24	\$49.47	COST BY TASK
1-A DATA ACQUISITION	2	0	8	0	0	0	4	\$1,185.46
1-B LOCATION SURVEYS	2	0	2	0	0	0	0	\$463.36
1-C ENVIRONMENTAL INVESTIGATION/DOCUMENTATION/CATEGORIAL EXCLUSION	1	0	1	0	0	0	1	\$281.15
1-D PUBLIC INVOLVMENT/ENN MEETING (1 MEETING)	4	0	4	0	0	0	4	\$1,124.60
1-E COORDINATION	4	0	24	0	0	0	40	\$4,652.92
TASK SUBTOTAL	13	0	39	0	0	0	49	\$7,707.49
CONSULTANTS								
DAWSON SURVEYS								\$8,337.42
GL ENVIRONMENTAL								\$18,500.00
JENKINS GAVIN ASSOCIATES								\$4,933.81
SUBTOTAL CONSULTANTS								\$31,771.23
SUBTOTAL STUDY PHASE								\$39,478.72
PRELIMINARY AND FINAL DESIGN PHASE								
2-A 30% PLAN REVIEW AND COST ESTIMATES	4	8	24	0	36	48	8	\$8,837.60
2-B SUBSURFACE UTILITY EXPLORATIONS, IF REQUIRED	0	0	0	0	16	0	0	\$1,012.32
2-C PUBLIC INVOLVEMENT MEETING, IF REQUIRED	2	0	2	0	0	0	2	\$562.30
2-D FINAL PLANS, COST ESTIMATES, CERTIFICATIONS, AND CONSTRUCTION DOCUMENTS	4	8	48	0	72	100	8	\$16,188.68
TASK SUBTOTAL	10	16	74	0	124	148	18	\$26,600.90
CONSULTANTS								
JENKINS GAVIN ASSOCIATES								\$4,306.15
SANTA FE VACUUM								\$2,000.00
SUBTOTAL CONSULTANTS								\$6,306.15
SUBTOTAL PRELIMINARY AND FINAL DESIGN PHASE								\$32,907.05
SUBTOTAL DESIGN PHASE								\$72,385.77
NMGRT @ 8.1875%								\$5,926.58
TOTAL DESIGN PHASE								\$78,312.35

CITY OF SANTA FE
EAST ALAMEDA PEDESTRIAN IMPROVEMENTS
CIP #1600



Project: Project1
Date: Fri 8/15/14

Task Split

Milestone Summary

Project Summary External Tasks

External Milestone Inactive Milestone

Manual Task Manual Summary Rollup Manual Summary

Start-only Finish-only

Deadline Progress

Page 1

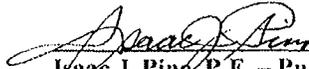
City of Santa Fe, New Mexico

memo

DATE: October 29, 2012

TO: Public Works Committee

VIA:


Isaac J. Pina, P.E. – Public Works Department Director
Eric Martinez P.E. – Roadway & Trails Engineering Division Director 

FROM: James Martinez, Project Administrator 

ITEM AND ISSUE:

RFP NO. '13/04/P – ON CALL ENGINEERING SERVICES: REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENTS NOT TO EXCEED \$500,000.00 INCLUDING NMGR T PER CONTRACT WITH:

- RADI AN ENGINEERING, LLC
- SANTA FE ENGINEERING CONSULTANTS, LLC
- HDR ENGINEERING, INC.

BACKGROUND & SUMMARY:

A Request for Proposals (RFP No. '13/04/P) was advertised on September 5, 2012 requesting professional on call engineering services. Local preference and multiple contract award provisions were included. Ten proposals were received of which four firms qualified for local preference. Pursuant to the evaluation of proposals, the following top three firms (two local) were selected:

- Radian Engineering, LLC, of Santa Fe, NM,
- Santa Fe Engineering Consultants, LLC of Santa Fe, NM, and
- HDR Engineering, Inc. of Albuquerque, NM

On call engineering services will be on an as needed basis which may include roadway, traffic, structural, geotechnical and drainage engineering analysis, study and design including related environmental, surveying, right-of-way, and subsurface utility engineering and landscape design efforts if required.

Availability of funds for these services will be identified and budgeted, as needed, for each individual task performed under these contracts. Execution of this Professional Services Agreement does not constitute a promise to purchase any amount of said work.

RECOMMENDED ACTION:

The Public Works Department recommends the following:

- Approval of Professional Services Agreements to provide on call engineering services in an amount not to exceed \$500,000.00 including gross receipt taxes per contract with:
 - Radian Engineering, LLC
 - Santa Fe Engineering Consultants, LLC
 - HDR Engineering, Inc.

Attachments: Professional Services Agreements (3)



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
NOVEMBER 14, 2012
CITY COUNCIL CHAMBERS

AFTERNOON SESSION -- 5:00 P.M.

CITY CLERK'S OFFICE

DATE 11-9-12 TIME 4:20pm

SERVED BY

RECEIVED BY

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SALUTE TO THE NEW MEXICO FLAG
4. INVOCATION
5. ROLL CALL
6. APPROVAL OF AGENDA
7. APPROVAL OF CONSENT CALENDAR
8. APPROVAL OF MINUTES: Reg. City Council Meeting -- October 30, 2012
9. PRESENTATIONS
 - a) Employee of the Month for November 2012 -- Brian Bird, Paramedic and Brian Moya, Rescue Technician -- Fire Department. (5 minutes)
 - b) Proclamation -- America Recycles Day -- November 15, 2012. (Cindy Padilla) (5 minutes)
 - c) Awards Presentation -- Excellence in Business Recycling. (Cindy Padilla) (5 minutes)
10. CONSENT CALENDAR
 - a) Bid No. 13/07/B -- La Comunidad/New Vistas Facility Roofing and Agreement Between Owner and Contractor; Camdalen Construction. (Chip Lillenthal)
 - b) Request for Approval of Procurement Under State Price Agreement -- Eight (8) City Wide Work Vehicles for Various Departments; Rich Ford Sales, Inc. (Robert Rodarte)
 - c) Request for Approval of Memorandum of Agreement -- FY 2012/2013 Santa Fe Trails Ridefinders Program; New Mexico State Department of Transportation. (Jon Bulthuis)



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
NOVEMBER 14, 2012
CITY COUNCIL CHAMBERS

- d) Request for Approval of Professional Services Agreements – On Call Engineering Services (RFP #13/04/P) for Roadway & Trails Engineering Division. (James Martínez)
 - 1) Radian Engineering, LLC
 - 2) Santa Fe Engineering Consultants, LLC
 - 3) HDR Engineering, Inc.

- e) Request for Approval of Amendment No. 4 to Professional Services Agreement – Private Security at the Santa Fe Depot and North Railyard Development; Santa Fe Railyard Community Corporation. (Robert Siqueiros)
 - 1) Request for Approval of Budget Increase – Santa Fe Railyard Project Fund.

- f) CONSIDERATION OF RESOLUTION NO. 2012-____. (Councilor Calvert)
A Resolution Directing Staff to Prepare a New Santa Fe General Plan to Replace the Existing Santa Fe General Plan (Adopted April 14, 1999). (Reed Liming)

- g) CONSIDERATION OF RESOLUTION NO. 2012-____. (Councilor Calvert)
A Resolution Directing Staff to Complete the Landscape Project Originally Planned and Designed for the Santa Fe Community Convention Center. (Chip Lillenthal)

- 11. CONSIDERATION OF RESOLUTION NO. 2012-____. (Mayor Coss)
A Resolution Adopting the Special Flood Hazard Areas Identified by the Federal Emergency Management Agency (FEMA) in the Current Scientific and Engineering Report Entitled, "The Flood Insurance Study (FIS) for Santa Fe County, New Mexico and Incorporated Areas" with Accompanying Flood Insurance Rate Map (FIRM), Effective December 4, 2012. (Matthew O'Reilly)

- 12. Request for Approval of 2012 Microsoft Enterprise Agreement for Volume Licensing for City-Wide Windows7 and Office 2010 for ITT Division; Microsoft. (Thomas Williams)

**SUMMARY INDEX
SANTA FE CITY COUNCIL MEETING
November 14, 2012**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
<u>AFTERNOON SESSION</u>		
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF AGENDA	Approved [amended]	1-2
APPROVAL OF CONSENT CALENDAR	Approved [amended]	2
CONSENT CALENDAR LISTING		2
APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING – OCTOBER 30, 2012	Approved	3
<u>PRESENTATIONS</u>		
EMPLOYEE OF THE MONTH FOR NOVEMBER 2012 – BRIAN BIRD, PARAMEDIC AND BRIAN MOYA, RESCUE TECHNICIAN – FIRE DEPARTMENT		3
PROCLAMATION – AMERICA RECYCLES DAY – NOVEMBER 15, 2012		3
AWARDS PRESENTATION – EXCELLENCE IN BUSINESS RECYCLING		3-4
<u>CONSENT CALENDAR DISCUSSION</u>		
REQUEST FOR APPROVAL OF MEMORANDUM OF AGREEMENT – FY 2012/2013 SANTA FE TRAILS RIDEFINDERS PROGRAM; NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION	Approved	4
REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT – PRIVATE SECURITY AT THE SANTA FE DEPOT AND NORTH RAILYARD DEVELOPMENT; SANTA FE RAILYARD COMMUNITY CORPORATION	Not approved	4-5
REQUEST FOR APPROVAL OF BUDGET INCREASE – SANTA FE RAILYARD PROJECT FUND	Not approved	4-5

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
<p>CONSIDERATION OF RESOLUTION NO. 2012-<u>87</u> A RESOLUTION DIRECTING STAFF TO COMPLETE THE LANDSCAPE PROJECT ORIGINALLY PLANNED AND DESIGNED FOR THE SANTA FE COMMUNITY CONVENTION CENTER ***** END OF CONSENT CALENDAR DISCUSSION *****</p>	Not approved	5-6
<p>CONSIDERATION OF RESOLUTION NO. 2012-88 A RESOLUTION ADOPTING THE SPECIAL FLOOD HAZARD AREAS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) IN THE CURRENT SCIENTIFIC AND ENGINEERING REPORT ENTITLED, "THE FLOOD INSURANCE STUDY (FIS) FOR SANTA FE COUNTY, NEW MEXICO AND INCORPORATED AREAS," WITH ACCOMPANYING FLOOD INSURANCE RATE MAP (FIRM), EFFECTIVE DECEMBER 4, 2012</p>	Approved	6-7
<p>REQUEST FOR APPROVAL OF 2012 MICROSOFT ENTERPRISE AGREEMENT FOR VOLUME LICENSING FOR CITY-WIDE WINDOWS 7 AND OFFICE 2010 FOR ITT DIVISION; MICROSOFT</p>	Approved	7
<p>CIP #859A – ST. FRANCIS CROSSING FROM THE ACEQUIA TRAIL TO RAILYARD: REQUEST FOR APPROVAL OF RECOMMENDATION FOR PROJECT DEVELOPMENT</p>	Approved	8-15
<p>CONSIDERATION OF RESOLUTION NO. 2012-89 A RESOLUTION ENDORSING THE EFFORTS OF THE DENTAL COMMUNITY TO COLLABORATE WITH LOCAL SCHOOLS, HEALTH PROVIDERS AND STATE AND LOCAL GOVERNMENT ENTITIES TO FORMULATE A PLAN TO PROVIDE INCREASE SERVICES, EDUCATION AND OUTREACH TO THE RESIDENTS OF SANTA FE COUNTY IN AN EFFORT TO IMPROVE ORAL HEALTH FOR BOTH CHILDREN AND ADULTS; AND DECLARING THAT THE CTY OF SANTA FE, BEGINNING IN 2013 AND EVERY YEAR THEREAFTER, WILL RECOGNIZE THE MONTH OF FEBRUARY AS "ORAL HEALTH MONTH," WITH ONE DAY IN FEBRUARY BEING DESIGNATED AS "ORAL HEALTH DAY."</p>	Approved	15

**MINUTES OF THE
REGULAR MEETING OF THE
GOVERNING BODY
Santa Fe, New Mexico
November 14, 2012**

AFTERNOON SESSION

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor David Coss, on Wednesday, November 14, 2012, at approximately 5:00 p.m., in the City Hall Council Chambers. Following the Pledge of Allegiance, Salute to the New Mexico flag, and the Invocation, roll call indicated the presence of a quorum, as follows:

Members Present

Mayor David Coss
Councilor Rebecca Wurzbarger, Mayor Pro-Tem
Councilor Patti J. Bushee
Councilor Christopher Calvert
Councilor Bill Dimas
Councilor Peter N. Ives
Councilor Ronald S. Trujillo

Members Excused

Councilor Carmichael A. Dominguez
Councilor Christopher M. Rivera

Others Attending

Robert Romero, City Manager
Geno Zamora, City Attorney
Yolanda Y. Vigil, City Clerk
Melessla Helberg, Council Stenographer

6. APPROVAL OF AGENDA

Mr. Romero said the sponsor of Item H(4) on the evening agenda, has asked that it be postponed to the Council meeting of November 28, 2012.

Councilor Bushee asked that Item H(5) on the evening agenda, be moved to the first part of the evening agenda, to be heard after Item H(1).

MOTION: Councilor Ives moved, seconded by Councilor Calvert, to approve the agenda as amended.

VOTE: The motion was approved on a voice vote with Councilors Bushee, Calvért, Dimas, Ives, Trujillo and Wurzbarger voting for the motion and none against.

7. APPROVAL OF CONSENT CALENDAR

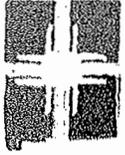
MOTION: Councilor Calvert moved, seconded by Councilor Wurzbarger, to approve the following Consent Calendar, as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Dimas, Councilor Ives, Councilor Trujillo and Councilor Wurzbarger.

Against: None.

- a) **BID NO. 13/07/B – LA COMUNIDAD/NEW VISTAS FACILITY ROOFING AND AGREEMENT BETWEEN OWNER AND CONTRACTOR; CAMDELEN CONSTRUCTION. (CHIP LILIENTHAL)**
- b) **REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT – EIGHT (8) CITY WIDE WORK VEHICLES FOR VARIOUS DEPARTMENTS; RICH FORD SALES, INC. (ROBERT RODARTE)**
- c) ***[Removed for discussion by Councilor Trujillo]***
- d) **REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENTS – ON CALL ENGINEERING SERVICES (RFP #13/04/P), FOR ROADWAY AND TRAILS ENGINEERING DIVISION. (JAMES MARTINEZ)**
 - 1) **RADIAN ENGINEERING, LLC**
 - 2) **SANTA FE ENGINEERING CONSULTANTS, LLC**
 - 3) **HDR ENGINEERING, INC.**
- e) ***[Removed for discussion by Councilor Ives]***
- f) **CONSIDERATION OF RESOLUTION NO. 2012-87 (COUNCILOR CALVERT). A RESOLUTION DIRECTING STAFF TO PREPARE A NEW SANTA FE GENERAL PLAN TO REPLACE THE EXISTING SANTA FE GENERAL PLAN (ADOPTED APRIL 14, 1999). (REED LIMING)**
- g) ***[Removed for discussion by Councilor Bushee]***



New Mexico DEPARTMENT OF
TRANSPORTATION

September 23, 2015

Mr. John Romero
Project Engineer
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504

RE: Control Number: S100281

Dear Mr. Romero:

Enclosed for your files is an original of the fully executed Cooperative Project Agreement referenced above, along with the approved Fed Form and Purchase Order. These documents are your notice to move forward with the work as described in the attached agreement.

Please call Lawrence Lopez at 505-827-9734 for any questions regarding this project. Please refer to the Department Tribal/Local Government Handbook for any information regarding project processes. You may obtain a copy from the Department's web site <http://dot.state.nm.us/en/Infrastructure.html> under the "Local Government Agreement Unit," at or by calling our Unit directly.

If you have any questions concerning the agreement or if I can be of further assistance, please contact me at 505-476-3784.

Sincerely,

Sean Sandoval
T/LPA /Capital Outlay Program Manager
Project Oversight Division

Enclosures

c: Habib Abi-Khalil, P.E., District 5 Engineer
Lawrence Lopez, North Region Design T/LPA Coordinator

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepieh
Commissioner
District 2

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6



**State of New Mexico
Purchase Order**

PO Number to be on all Invoices and Correspondence
Dispatch via Print

Department of Transportation

P O Box 1149
Santa Fe NM 87504-1149
United States

Vendor: 0000054360
SANTA FE, CITY OF
P O BOX 909
SANTA FE NM 87504

Purchase Order 80500-000226778	Date 09/16/2015	Revision	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer CLARISSA MARTINEZ		Phone	

Ship To: 05 DISTRICT 5
United States

Bill To: P O Box 1149
Santa Fe NM 87504-1149
United States

Origin: REQ Excl/Excl #:

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	LGU CONST, 2015, West terminus is at the intersection of El Alamo Street and East Alameda; eastern terminus is at the eastern end of East Alameda Street, 14.56% LOCAL MATCH ADD 2ND DIST LINE ON VCHR TO REDUCE MATCH (REVERSAL ACTIVITY)		1.00 EA	385,000.00	385,000.00	09/16/2015

80500-20100-9001050000-535300-55301- -HWAS100281- -116-50000
Schedule Total 385,000.00

Contract ID: D14937 Contract Line: 0 Release: 1

Item Total 385,000.00

Total PO Amount 385,000.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

Run Date: 09/02/2015
Run Time 09:31:33

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT MODIFICATION

Report: FMISD06A
Page 4

STATE: NEW MEXICO PROJECT NO: S100(281) NO: 1
STATE PROJ. NO(S): S100281
DESCRIPTION: LPA - SANTA FE RIVER TRAIL/E. ALAMEDA ST PEDESTRIAN IMPROVEMENTS - FROM EL ALAMO TO CANYON ROAD
CLASSIFICATION OF PHASE OF WORK: PENG

THE PROJECT AGREEMENT FOR THE ABOVE-REFERENCED PROJECT ENTERED INTO BETWEEN THE UNDERSIGNED PARTIES AND EXECUTED BY THE DIVISION ADMINISTRATOR ON 08/08/2014 IS HEREBY MODIFIED AS FOLLOWS:

PROGRAM CODE	URBAN/ WITH		FORMER AMOUNT	REVISED AMOUNT
M300		ESTIMATED TOTAL OF PROJECT	\$0.00	\$244,626.00
		FEDERAL FUNDS	\$0.00	\$208,923.00
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE		85.44%
M302		ESTIMATED TOTAL OF PROJECT	\$70,000.00	\$70,000.00
		FEDERAL FUNDS	\$59,808.00	\$59,808.00
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE	85.44%	85.44%
M3E2		ESTIMATED TOTAL OF PROJECT	\$0.00	\$140,474.00
		FEDERAL FUNDS	\$0.00	\$120,021.00
		ADV CONSTRUCTION FUNDS	\$0.00	\$0.00
		PERCENT FEDERAL SHARE		85.44%

STATE REMARKS:

REQUESTING FUNDS PER 9 DAY LETTER AND AGREEMENT

Utility: 6/12/15, ITS: 6/12/15, Railroad: 6/10/15, ROW: 6/18/15,

Env: 6/25/15, DBE Goal - 0%

This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

DIVISION REMARKS:

Received 9 day letter and Certs on 08/28/2015 R Bency PE 08/31/2015

ALL OTHER TERMS AND CONDITIONS OF THE PROJECT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY: CLARISSA A. MARTINEZ DATE: 08/24/2015
APPROVAL RECOMMENDED BY: CLARISSA A. MARTINEZ DATE: 08/24/2015
APPROVED AND AUTHORIZED BY: SEAN P. SANDOVAL DATE: 08/25/2015

FEDERAL HIGHWAY ADMINISTRATION

APPROVAL RECOMMENDED BY: ROBERT B. BENCY DATE: 08/31/2015
APPROVED AND AUTHORIZED BY: ROBERT B. BENCY DATE: 08/31/2015
MODIFICATION APPROVED BY: MONICA J. GOURD DATE: 09/01/2015

ITEM # 15-0649

Contract Number D14937
Vendor Number 000054360
Control Number S100281

COOPERATIVE PROJECT AGREEMENT-CONSTRUCTION WORK

This Agreement is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department"), and the City of Santa Fe ("Public Entity"), collectively referred to as the "Parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

1. Purpose:

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the Public Entity for a transportation project described in the Public Entity's Plans Specifications and Estimate Package (PS&E), the Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). The deliverables under this Agreement may be referred to as the "Construction Work" for the project, which is referred to interchangeably as "Project" or "Project Control No. S100281." The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. Additionally, the purpose of this Agreement is to ensure that the scope of work is maintained throughout the life of the Project.

2. Funding:

a. The total funding for Project Control No. **S100281**, is **Three Hundred Eighty Five Thousand Dollars (\$385,000)** which will be shared by the Parties as follows:

1. **FFY 2015 TRANSP. ALT. SMALL URBAN (TAPS) Funds**

<u>Department's 85.44% share</u>	\$120,021
Construct pedestrian improvements including new sidewalk, retaining structures and handrail along East Alameda Street and the Santa Fe River. Santa Fe river trail/ E. Alameda St Pedestrian improvements, from El Alamo to Canyon Rd. (Description as per STIP database and Agreement Request Form, this agreement only pertains to the construction portion of Project Control No. S100281.)	
2. **City's matching 14.56% share** \$20,453
For the purpose stated above.
3. **Total FFY 2015 TAPS Funds** \$140,474
4. **FFY 2015 TRANSP. ALT SMALL URBAN (TAPF) Funds**

<u>Department's 85.44% share</u>	\$208,923
Construct pedestrian improvements including new sidewalk, retaining structures and handrail along East Alameda Street and the Santa Fe River. Santa Fe river trail/ E. Alameda St Pedestrian improvements, from El Alamo to Canyon Rd. (Description as	

per STIP database and Agreement Request Form, this agreement only pertains to the construction portion of Project Control No. S100281.)

5. <u>City's matching 14.56% share</u>	\$35,603
For the purpose stated above.	
6. <u>Total FFY 2015 TAPF Funds</u>	\$244,526
7. <u>The Total Project (Construction Work) Funding</u>	\$385,000

- b. **If current federal fiscal year funding is not obligated by September 30th of the current federal fiscal year, this Agreement shall terminate.** Should this occur the Public Entity shall be solely responsible for all termination costs. However, if prior federal fiscal year funding has been authorized, this Agreement will remain in effect. If the Public Entity cannot meet the federal fiscal year deadline, and the money is reprogrammed for the next fiscal year, this Agreement will remain in effect.
- c. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section and all costs determined to be ineligible for reimbursement under the terms of the listed funding sources.
- d. FHWA's obligation of federal funds shall be supported by a certified cost estimate based on the Public Entity's Engineer's Estimate (EE). The EE shall be submitted to the Department's North Region T/LPA Coordinator prior to the PS&E Review pursuant to 23 CFR Part 630B.
- e. After the project is advertised, bids shall be submitted in accordance with the advertisement for bids. The Public Entity will open sealed bids in accordance with the Public Entity established procurement procedures. The Department will review the Public Entity's determination of lowest responsive bid to determine if the amount of federal funds obligated by the FHWA requires adjustment pursuant to 23 CFR Part 630.106. The Public Entity's responsive low bid for the project, including approved alternates, will be compared to the amount obligated. The Department will allow a 15% increase over the base bid and any approved alternates to cover Engineering and Contingencies and Gross Receipts Tax. If the difference between the FHWA's obligation amount and the responsive low bid plus the 15% is within \$250,000, the amount of funds obligated will not change. If the difference between the obligation amount and the responsive low bid plus the 15% exceeds \$250,000, the difference will be deducted reducing the amount of funds obligated.
- f. The Public Entity may not make changes and add extra work to the Project after the construction contract has been let in order to take advantage of the projected project costs used to set obligations. Pursuant to 23 CFR 630 and 23 CFR 635, specifically 23 CFR 635.120, extra work may be added to a project as a change order if such could have been reasonably anticipated at the time of letting and such work is necessary to the completion of the project. If at any point in the construction, the Public Entity identifies extra work as defined by the Department's current specifications that may be justified by incorporation into the contract, this proposed work shall be reviewed by the Department (State Construction Engineer or Designee), which must concur prior to the commencement of the extra work.

3. Method of Payment – Reimbursement:

The Department's District T/LPA Coordinator shall reimburse the Public Entity upon receipt of payment requests for the purposes stated in Section 2, with supporting documentation as

determined and/or approved by the Department, certifying that costs have been incurred in compliance with this Agreement. Invoices will be accepted monthly, but must be submitted at a minimum quarterly to the Department's District T/LPA Coordinator. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the Public Entity for corrections. Only invoices for approved/undisputed work will be processed.

The Department's District T/LPA Coordinator will not reimburse the Public Entity for costs incurred prior to obligation of federal funding and the full execution of this Agreement, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. Final payment requests shall be submitted to the Department's District T/LPA Coordinator within thirty (30) calendar days of physical completion of the project and prior to the termination date identified within Section 20.

4. Public Entity Shall:

- a. Act in the capacity of the lead agency for the Project.
- b. Use the Project Control Number in all correspondence and submittals to the Department.
- c. Provide notice to the Department's **North Region T/LPA Coordinator** of the bid tabs and the lowest responsive bidder.
- d. Pay all costs, perform all labor and supply all material for the Project, or procure construction services to perform all labor and supply all materials for the Project.
- e. Identify a Project Manager who shall be the single point of contact for all communications to and from the Department.
- f. Provide the written authorization received from the Department's North Region T/LPA Coordinator to the District T/LPA Coordinator prior to advertising the Project for bids or performing work with the Public Entity's personnel, equipment, and /or resources.
- g. Advertise, let, and supervise the construction of Project Control No. S100281 using applicable federal, state or local requirements or procure services to accomplish these tasks.
- h. Ensure and maintain proof of compliance with 23 CFR Section 635.410 and ensure construction materials, including those associated with utility facilities and relocations, to be in accordance with "Buy America" requirements which require proof of origin and place of manufacture of iron and steel products and materials to be made in America. Additionally, ensure that this provision is included in all advertisement, construction and supply contracts at all tiers associated with the Project.
- i. Ensure construction of the Project complies with Title II of the Americans with Disabilities Act of 1990 (ADA), implemented by 28 CFR 35, Section 504 of the 1973 Rehabilitation Act, implemented by 49 CFR 27, NMDOT Pedestrian Access Details, and NMSA 1978 Sections 67-3-62 and 67-3-64. Additionally, ensure that this provision is included in all advertisement, construction and supply contracts at all tiers associated with the Project.
- j. If the Project will be built with Public Entity resources, prepare a detailed report of equipment and labor, including a project schedule, for submission to the Department's District T/LPA Coordinator. If Public Entity is not building the Project with Public Entity resources a detailed report is not required.

- k. The Public Entity shall ensure that the contractor and all subcontractors register and enter all required data into B2Gnow and LCPtracker programs. Assistance can be obtained in this effort by contacting the Office of Equal Opportunity Programs ("OEOP") as identified in Section 11. The Public Entity shall verify all entries by the contractor and all subcontractors into the B2Gnow and LCPtracker programs. Failure by the Public Entity to adhere to this reporting provision may result in the Project being deemed ineligible for reimbursement.
- l. Ensure construction activities comply with approved design, environmental commitments, right of way activities, utility coordination, and construction management and testing.
 - 1. Construction management, testing and inspection services may be eligible for reimbursement if the underlying procurement is consistent with federal aid funding and state procurement laws and regulations.
 - 2. The Public Entity's award of contracts for construction management testing or inspection services shall be independent and shall not be procured through the construction contractor.
- m. Develop and execute the Project in accordance with the Department's current Specifications, Tribal/Local Public Agency Handbook, and the Construction Procedures Handbook for Federal Aid Local Government Lead Projects.
- n. Comply with **Appendix A**, "Construction Phase Duties and Obligations," which is hereby incorporated in this Agreement, for construction projects.
- o. Timely submit and receive all required environmental documentation and authorization for the construction phase to the Project. Copies of all approvals shall be provided to the District T/LPA Coordinator prior to construction.
- p. Shall register with www.sam.gov and DUNS and provide such information to the Department as well as the total compensation and names of the Public Entity 2015's top five executives to comply with the Federal Funding Accountability and Transparency Act of 2006.
- q. If the Public Entity has received a combined \$750k in Federal Funding, which under OMB Super Circular Section 200.501 requires the Public Entity to have a single audit performed, the Public Entity must provide the Department a copy of the most recent completed audit report before the start of work.

5. The Department Shall:

- a. Assign the District T/LPA Coordinator as the representative to provide technical assistance to develop, monitor and oversee progress under this Agreement.
- b. Assign a T/LPA Construction Liaison Engineer to oversee the Project for Federal funding compliance.
- c. Timely process accepted requests for reimbursement.

6. Both Parties Agree:

Upon termination of this Agreement, the Public Entity shall account for any remaining property, materials or equipment that belongs to the Department, and dispose of it as directed by the Department.

7. Project Responsibility:

The Public Entity is solely responsible for ensuring that the Project is carried out to completion. The improvements and services required under this Agreement shall remain the full responsibility of the Public Entity unless stated otherwise in this agreement.

8. Public Entity Sole Jurisdiction:

Unless otherwise specified in this agreement the Department is not incorporating this Project into the State Highway System and ownership of the project shall remain with the Public Entity.

9. Legal Compliance:

The Public Entity shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23 U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996 (P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; Disadvantaged Business Enterprise Program, 49 CFR Part 26; External Equal Opportunity/Contractor Compliance Program, including On-the-Job training requirements, 23 CFR Part 230; the Americans with Disabilities Act, 42 §§ 12101-12213 and 28 CFR Parts 35 and 36; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252; 2 CFR Part 170; and 2 CFR Part 25.

Additionally, the Public Entity shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The Public Entity shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

10. Federal Grant Reporting Requirements:

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USASpending.gov. For this reporting Public Entity is the "subgrantee".

The type of information the Department is required to report includes:

- a. Name of subgrantee receiving the award;
- b. Amount of award;
- c. Funding Agency;
- d. NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants;
- e. Program source;
- f. Award title descriptive of the purpose of the funding action;
- g. Location of the subgrantee, which includes the Congressional District;
- h. Place of performance of the program or activity, which includes the Congressional District;

- i. Unique identifier -- DUNS -- of the subgrantee and its parent organization, if one exists; and,
- j. Total compensation and names of the top five executives of the subgrantee. This information is required, if the subgrantee in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Public Entity's grant application and standard reports. As specified in Section 4, Paragraph r, the subgrantee will be required to provide the total compensation and names of the subgrantee's top five executives, if applicable, and shall register with www.sam.gov and DUNS and provide that information to the Department.

More information on the Transparency Act may be located via the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and, <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

11. Disadvantaged Business Enterprise (DBE) Program:

- a. DBE Goal Setting -- In accordance with 49 CFR Part 26, The Department establishes an overall state DBE goal tri-annually. In the event the Department assigns a project specific DBE goal, the Public Entity is required to meet that goal through its contractors or demonstrate good faith efforts. The Public Entity shall ensure that DBE provisions and goals are included in its invitations to bid and resulting contracts. DBE payment and utilization information shall be tracked through the B2Gnow software.
- b. Record Keeping Responsibilities -- The Public Entity shall appoint a DBE liaison officer and assure that its officer completes and submits required Program forms and information to the Department's Office of Equal Opportunity Programs (OEOP). The OEOP can be contacted as follows:

New Mexico Department of Transportation
 OEOP
 Aspen Plaza, Suite 201
 1596 Pacheco Street
 Santa Fe, New Mexico 87505
 Phone: 1-800-544-0936 or 505-827-1774
 Fax: 505-827-1779

- c. Sanctions -- Compliance with the DBE provisions is mandatory. Failure to comply will be treated as a violation of this Agreement. Furthermore, if the Public Entity fails to comply with the DBE provisions, the Department may impose sanctions as provided in 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).
- d. Required Contract Assurance: Each contract Department signs with the Public Entity Contractor and each subcontract the Public Entity Contractor signs with a contractor or

subcontractor must include the following assurance: "The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT-assisted contracts". Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the NMDOT deems appropriate.

- e. Provision of DBE Program Information: The Public Entity contractor shall provide any DBE related information or data to the District's T/LPA Coordinator or the Department's Office of Equal Opportunity Programs, including but not limited to lists of quoters and DBE monthly participation forms, as required or upon request.

12. Title VI Program Obligations:

- a. Public Entity Assurances – Each contract the Public Entity enters into with a construction contractor, design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (USDOT), and any subcontract thereto, shall include the assurances contained in **Appendix C**.
- b. The Public Entity shall sign and submit the attached Appendix C (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Office of Equal Opportunity Programs as identified within the Appendix. By signing **Appendix C**, assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Public Entity.
- c. The Public Entity shall require recipients to sign and submit the attached Appendix C (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Office of Equal Opportunity Programs as identified within the Appendix for each contract the Public Entity enters into with a construction contractor, design consultant, other consultant or recipient on a USDOT-assisted project, and any subcontract thereto.

13. Third Party Beneficiary:

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary nor authorizes anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

The Department will not be a party to any claim between Public Entity and their designated contractor or subcontractor at any tier.

14. New Mexico Tort Claims Act:

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the Public Entity arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, et seq.

15. Office of Inspector General Reviews:

The Public Entity shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project.

- a. Inspector General Reviews. Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned.
- b. Access of Offices of Inspector General to Certain Records and Employees. With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 5 U.S.C. App. §§ 3 or 8G, is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.
 1. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract.
 2. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or local government agency administering the contract, regarding such transactions.
 3. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- c. New Mexico Department of Transportation/Office of Inspector General. As specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), dated June 2006, has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: Office of Inspector General, 23 U.S.C. §302 (the capability to carry out the duties required by law); 23 U.S.C. §112 (contracting for engineering and design services); the review of Federal-aid construction contracts references; 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 (letting of contracts); 23 U.S.C. § 113 (prevailing rate of wage); 23 U.S.C. § 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval); the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

16. Access to Records, Accountability of Receipts and Disbursements:

There shall be strict accountability for all receipts and disbursements. The Public Entity shall maintain all records and documents relative to the Project for five years after completion. Project files should be kept in accordance with the Department's "Office Procedures Manual" current edition. The Public Entity shall furnish the Department, State Auditor, or appropriate Federal

Auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty (30) days of written notification.

17. Appropriation

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

18. Scope of this Agreement:

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

19. Severability:

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

20. Term:

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **September 30, 2017**. Neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

21. Termination:

This Agreement shall terminate on **September 30, 2017**. Neither party shall have any obligation after said date unless otherwise provided in this agreement.

- a. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the Public Entity and a contractor.
- b. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past three (3) months.
- c. If the Department determines a project to be inactive, the Department may, as directed by FHWA, redirect the unexpended balance pursuant to 23 CFR Part 630.106.
- d. The Department may, at its option, terminate this Agreement if the Public Entity fails to comply with any provision of this Agreement. By such termination, neither party may

nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

22. Principal Contacts and Notices:

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

North Region T/LPA Coordinator

Lawrence Lopez
North Region Design T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-827-9734
E-mail: Lawrence.lopez@state.nm.us

District T/LPA Coordinator

David Quintana, P.E.
TSE
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 1-800-388-6630

Public Entity

John Romero
Project Engineer
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6612
E-mail: jjromero1@ci.santa-fe.nm.us

23. Amendment

This Agreement shall not be altered, modified, supplemented, or amended except by an instrument in writing and executed by the Parties.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Ch
Cabinet Secretary or Designee

Date: 9/8/15

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: Cynthia A. Christ
Assistant General Counsel

Date: 5-7-15

CITY OF SANTA FE

By: Tom M. Gub
Mayor

Date: 7/15/15

ATTEST

By: Yocanda y. Nigro
CITY OF SANTA FE Clerk
cc mtg 7/18/15

Date: 7-14-15

APPROVED AS TO FORM BY THE CITY OF SANTA FE ATTORNEY

By: MDM
CITY OF SANTA FE Attorney

Date: 6/8/15

By: [Signature]
City Finance Director

Date: 7-10-2015

APPENDIX A

Construction Phase Duties and Obligations

1. The Public Entity shall be responsible for all construction engineering; including project supervision, surveying, inspection, and testing. The Public Entity shall comply with the current edition of the Department's Specifications, Construction Procedures Handbook for Federal-Aid Local Government Projects, the New Mexico Transportation Departments Office Procedures Manual, and the Department's Tribal/Local Public Agency Handbook.
2. Mix designs, price reduction guidelines, daily production, and test reports shall be pursuant to the Department's or the Public Entity's established procedures as approved by the Department, depending on the governing specifications. The American Standard Testing Method equivalents of the American Association of State Highway and Transportation Officials test methods are acceptable. Technician and Training Certification Program (TTCP) procedures are acceptable.
3. The Department's Minimum Acceptance Testing requirements, as identified in the Department's Construction Procedures Handbook for Federal Aid Local Government Projects shall be adhered to.
 - a. The Public Entity's lab personnel or consultant may perform project acceptance testing of materials in accordance with the Public Entity's procedures and requirements, if approved by the Department. All test reports shall be available for review by the Department and FHWA (if applicable).
 - b. Independent assurance testing is required and is the sole responsibility of the Public Entity and shall be done by an independent lab not responsible for acceptance testing. Periodic independent assurance testing may be conducted by the Department's District personnel to ensure material and construction compliance.
 - c. The Department maintains a listing of pre-approved independent testing assurance labs, which may be used by the Public Entity or the Public Entity's consultant for independent assurance testing, aggregate source acceptance, and concrete mix designs, relative to equipment and procedures used by the Public Entity and/or their consultant.
 - d. The Public Entity's Engineer or the Public Entity's consultant shall certify that all materials incorporated into the project meet or exceed the specification requirements. The Minimum Acceptance Requirements are available on the Department's external website.
 - e. All personnel doing sampling and testing for Acceptance/Independent Assurance on federally funded projects shall have current certifications by the Technical Training and Certificate Program.
4. The Public Entity Engineer or Public Entity consultant shall certify with each reimbursement request that the Certificates of Compliance are on file with the Public Entity Engineer's Office and Public Entity consultant's office, for products and materials incorporated into the Project and for the quantities shown on the progress payment estimate. The Department may periodically conduct an audit of the Certificates of Compliance pursuant to Section 106.4 of the Department's Standard Specifications. Department personnel may occasionally check the Public Entity's procedures for handling of all Certificates of Compliance.
5. The Public Entity Engineer or Public Entity consultant shall certify with each reimbursement request that the items shown on the estimate have been completed and accepted in accordance with the contract requirements.
6. The Department may periodically audit the Public Entity's source documents for each project. The Department's established guidelines shall be used to prepare the Source Document Books.

APPENDIX A

Department or FHWA (if applicable) personnel may periodically review the Public Entity's procedures for documentation.

7. Change Orders:

- a. Changes to conform to the field conditions may be warranted; however, these changes shall be discussed with and approved by the Department prior to implementation, in accordance with the Department's Change Order Procedures. The change order shall be submitted soon thereafter to the Project Manager. All decreases/increases shall be documented on factor sheets, which may be obtained from the Department and attached to the change order. No payment shall be made for additional quantities until the Department approves the change orders.
 - b. "Extra Work" for which there is no unit bid price shall be negotiated and the price shall be supported by a cost breakdown, the Department's average unit bid price, or the Public Entity's average unit price list on comparable projects. "Extra Work" shall not be performed unless approved by the Department and approved by FHWA, if participation is requested. If, "Extra Work" cannot be negotiated by the preceding manner, then the contractor may be required to do similar work on a "Force Account" basis as per the Department's specifications.
 - c. Change orders for non-participating work shall be submitted to the Department for review and approval. If the work impacts the scope of work, contract time in excess of pro-rated time, and/or additional contracted funds, it shall require Department approval.
8. The Public Entity shall identify a Project Manager to the Department as the single point of contact for all communications to and from the Department and shall be in charge of the Project.
 9. The Public Entity's Project Manager shall keep the Department's District T/LPA Coordinator routinely apprised of the Project's progress and important issues concerning the Project, and send copies of all pertinent correspondence on a monthly basis.

APPENDIX C

Title VI Nondiscrimination Assurances For FHWA Recipients

The _____ (Title of Recipient) (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation (the Federal Highway Administration), it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures (hereinafter referred to as the Regulations) and other pertinent nondiscrimination authorities and directives, to the end that in accordance with the Act, Regulations, and other pertinent nondiscrimination authorities and directives, no person in the United States shall, on the grounds of race color, or national origin, sex (23 USC 324), age (42 USC 6101), disability/handicap (29 USC 790) and low income (Executive Order 12898) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Title 49 Code of Federal Regulations, subsection 21.7(a)(1) and Title 23 Code of Federal Regulations, section 200.9(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its (Name of Appropriate Program):

1. That the Recipient agrees that each "program" and each "facility as defined in 49 CFR subsections 21.23(e) and (b) and 23 CFR 200.5(k) and (g) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all (Name of Appropriate Program) and, in adapted form in all proposals for negotiated agreements:

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally - assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and low income in consideration for an award.

APPENDIX C

3. That the Recipient shall insert the clauses of Appendix C of this assurance in every contract subject to the Acts and the Regulations.
4. That the Recipient shall insert the clauses of Appendix C of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under (Name of Appropriate Program); and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under (Name of Appropriate Program).
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the (Name of Appropriate Program) and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the (Name of Appropriate Program).

APPENDIX C

The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Date: _____ Project Control Number: S100281
Recipient Name: City of Santa Fe
Signature of Authorized Official: _____
Print Name: _____ Title: _____
Phone: _____ E-mail: _____

This Appendix should be signed and mailed to the following:
New Mexico Department of Transportation
OEOP
Aspen Plaza, Suite 201
1596 Pacheco Street
Santa Fe, New Mexico 87505
Phone: 1-800-544-0936 or 505-827-1774
Fax: 505-827-1779

APPENDIX C

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "UsDOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

APPENDIX C

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the (Name of Recipient) will accept title to the lands and maintain the project constructed thereon, in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Name of Appropriate Program) and the policies and procedures prescribed by FHWA, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Name of Recipient) all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit " ___ " attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Name of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the (Name of Recipient), its successors and assigns.

The (Name of Recipient), in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, sex, age, and disability/handicap, and low income be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [and]* (2) that the (Name of Recipient) shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

Procedures, and as said Regulations may be amended and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction. *

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the (Name of Recipient) pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deed.]*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (Name of Recipient) and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by (Name of Recipient) pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin sex, age,

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin sex, age, disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or be otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, Subtitle A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (Name of Recipient) and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D

**CERTIFICATION OF COOPERATIVE AGREEMENT – CONSTRUCTION WORK
COMPLIANCE/COMPLETION**

I, _____, in my capacity as _____ of

_____ do hereby certify as follows:

That the City has complied with all the terms and conditions in the Agreement for

Control Number: S100281

By: _____

Date: _____

Mayor or designee

When completed, please send Certification to:

David Quintana, P.E., TSE
New Mexico Department of Transportation
District 5
P.O. Box 4127
Santa Fe, NM 87502

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

15m 1/26/16

DEPARTMENT / DIVISION / SECTION / UNIT NAME Public Works/Engineering/Roadway				DATE 01/13/2016
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Opt. Use Only)</small>	INCREASE	DECREASE
NM Department of Transportation	31338.490150		\$ (328,944)	
Salaries	<i>500110</i> 32338.500100		\$ 20,506	
WIP Design	32338.572960		\$ 26,609	
WIP Construction	32338.572970		\$ 281,829	
Salaries	32338.500100.0112900			\$ 15,840
WIP Design	32338.572960.0112900		\$ 4,535	
WIP Construction	32338.572970.0112900		\$ 11,305	
JUSTIFICATION: <i>(use additional page if needed)</i>			TOTAL \$ 15,840	\$ 15,840

Budget adjustment to fund East Alameda Pedestrian Improvement Project per memo to Public Works Committee dated 01/13/2016

James Martinez Prepared By	01/08/16 Date	CITY COUNCIL APPROVAL		
<i>[Signature]</i> Division Director	<i>1/20/16</i> Date	City Council Approval Date	Approval Required <input checked="" type="checkbox"/>	<i>ADL</i> Budget Officer
<i>[Signature]</i> Department Director	<i>1/20/16</i> Date			<i>[Signature]</i> Finance Director
		Agenda Item #:		<i>1/26/16</i> Date
				<i>1-28-2016</i> Date
				<i>[Signature]</i> City Manager
				Date