



**ACTION SHEET  
ITEM FROM FINANCE COMMITTEE MEETING OF 12/14/15  
FOR CITY COUNCIL MEETING OF 01/13/16**

**ISSUE:**

11. Cerrillos Road Reconstruction Project Phase IIC, Camino Carlos Rey to Llano Street (CIP #810A). (John Romero)
- Request for Approval of Budget Increases for a Total Amount of \$1,781,935.
  - Request for Approval of Amendment No. 5 to Professional Services Agreement – Construction Engineering/Management Services; Parsons Brinckerhoff, Inc.
  - Request for Approval of Bid No. 16/13/B – Construction Agreement Between Owner and Contractor; AUI, Inc.

**FINANCE COMMITTEE ACTION:**

Approved as Consent item.

**FUNDING SOURCE: 32318.572960, 32318.572970, 52305.572970**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
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, DECEMBER 7, 2015**

**ITEM 10**

CIP PROJECT #810A – CERRILLOS ROAD RECONSTRUCTION PROJECT PHASE IIC, CAMINO CARLOS REY TO LLANO STREET

- REQUEST FOR APPROVAL OF BUDGET ADJUSTMENT REQUESTS AS INDICATED
- REQUEST FOR APPROVAL OF USE OF IDENTIFIED FUNDING SOURCES FOR STATED PROJECT
- REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARSONS BRINCKERHOFF, INC. FOR CONSTRUCTION ENGINEERING/MANAGEMENT SERVICES IN THE AMOUNT OF \$605,065.37 INCLUSIVE OF NMGR
- REQUEST FOR APPROVAL OF RECOMMENDATION OF AWARD OF BID NO. 16/13/B AND CONSTRUCTION AGREEMENT WITH AUI, INC. IN THE TOTAL AMOUNT OF \$9,530,793.54 INCLUSIVE OF NMGR **(JOHN ROMERO)**

**PUBLIC WORKS COMMITTEE ACTION: Approved on consent**

**FUNDING SOURCE: 32318.572960, 32318.572970, 52305.572970**

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:**

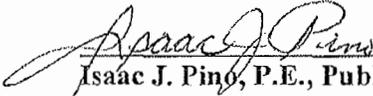
VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR DOMINGUEZ	Excused		

City of Santa Fe, New Mexico  
**memo**

DATE: November 20, 2015

TO: Public Works Committee

VIA:

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

FROM: John Romero, Engineering Division Director 

**ITEM & ISSUE:**

**CIP #810A – CERRILLOS ROAD RECONSTRUCTION PROJECT PHASE IIC, CAMINO CARLOS REY TO LLANO STREET**

- **APPROVE BUDGET ADJUSTMENT REQUESTS (BAR) FOR:**
  - BU 32315 - INCREASE WIP DESIGN (572960) - \$610,000  
WIP CONSTRUCTION (572970) - \$501,217
  - BU 52305 - INCREASE WIP CONSTRUCTION (572970) - \$670,718
- **APPROVE USE OF IDENTIFIED FUNDING SOURCES FOR CERRILLOS ROAD RECONSTRUCTION PROJECT: PHASE IIC – CAMINO CARLOS REY TO LLANO STREET**
- **CIP #810A – CERRILLOS ROAD RECONSTRUCTION PROJECT: PHASE IIC – CAMINO CARLOS REY TO LLANO STREET: REQUEST FOR APPROVAL OF AMENDMENT #5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARSONS BRINCKERHOFF, INC. FOR CONSTRUCTION ENGINEERING/MANAGEMENT SERVICES IN THE AMOUNT OF \$605,065.37 INCLUSIVE OF NMGRT.**
- **BID NUMBER '16/13/B – RECOMMENDATION OF AWARD AND APPROVAL OF THE CONSTRUCTION AGREEMENT WITH AUI, INC. IN THE AMOUNT OF \$8,799,347.56, PLUS \$731,445.78 (NMGRT) FOR A TOTAL AMOUNT OF \$9,530,793.54.**

**BACKGROUND & SUMMARY:**

Construction:

On March 13, 2013 the City Council approved a Cooperative Project Agreement in the amount of \$11,000,000 with the New Mexico Department of Transportation (NMDOT) for Phase IIC of the Cerrillos Road Reconstruction Project from Camino Carlos Rey to Llano Street. The current Cooperative Project Agreement provides funding for Design, Right-of-Way Acquisition,

Construction Engineering/Management, and Construction. This funding is comprised of federal and state funds and requires no "City Match".

The ≈0.65 miles of roadway infrastructure improvements include installation of a storm drain system throughout for improved drainage; installation of bike lanes and an outer auxiliary lane; reconstruction of the asphalt driving surface, sidewalks and ADA curb ramps; and median reconstruction to better manage vehicular access for more efficient traffic flow and improved safety. Other improvements include installation of new traffic signal equipment at the Lujan Street and St Michaels Drive intersections, new street lighting, landscaping and irrigation, and bus plazas.

Of the \$11,000,000 provided for in the above mentioned Cooperative Agreement, Design and Right-of Way Acquisition was initially estimated to cost \$2,650,000 leaving \$8,350,000 for Construction Engineering/Management and Construction. After completion, Design and Right-of-Way costs were \$1,538,783 leaving \$1,111,217.00 additional funding available for a total of \$9,461,217 in Construction Engineering/Management, and Construction funding.

A request for bids was issued on October 13, 2015 for project construction. Three bids were received on November 10, 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 AUI, Inc. of Albuquerque with a base bid amount of \$8,799,347.76, exclusive of New Mexico Gross Receipts Tax. A tabulation of the accepted bids is attached.

The construction contract requires the project be substantially complete by October 7, 2016 and physically complete by May 13, 2017. The contractor may be assessed liquidated damages for each consecutive calendar day in excess of this date and time.

Weekly project meetings with the contractor and city staff are scheduled to be conducted throughout project construction. A project website, [www.cerrillosroad.com](http://www.cerrillosroad.com), is available to provide up to date construction information to the general public. Such project information will include general information on construction schedule, weekly updates on construction activities affecting traffic such as lane closures, detours, etc. and project staff contact information.

#### Construction Management

The above mentioned Cooperative Agreement 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. In order to provide the amount of oversight required, which includes but is not limited to construction engineering, construction management, inspection and testing, the City will need to augment these services.

An RFP for Design services and Construction Engineering and Management services was advertised on March 6, 2013. Parsons Brinckerhoff Inc. was the selected firm. A Professional Service Agreement (PSA) was approved by City Council on May 8, 2013. Per the terms of the approved PSA, the Construction Engineering and Management Services were to be negotiated after the

Design services were completed. The Public Works Department has negotiated a contract for these services with Parsons Brinckerhoff, Inc. in the amount of \$605,065.37 including NMGRT. The requested Construction Engineering and Management services are proposed through an Amendment #5 to their original PSA (attached).

Funding

As mentioned above, there is currently \$9,461,217 in Construction Engineering/Management, and Construction funding via the above mentioned State/Federal funds. In order to award the construction contract (including NMGRT and ≈6% contingency) and to execute Amendment #5 to the PSA with Parsons Brinckerhoff Inc. for Construction Engineering/Management services, a total budget in the amount of \$10,700,000 is needed.

In order to fully fund the project, the Public Works Department is recommending the following funds be utilized to supplement the State/Federal funds:

- \$318,493.18 in impact fees
- \$670,717.58 in Water Line Ext Mains & Services
- \$93,572.25 in Sewer Line Ext Const Fund

The funding proposed to be used from the Water Division and the Wastewater Management Division is to pay for water and sewer improvements associated with the project.

The following is a summary of total funds required for construction and the proposed funding sources:

ITEM	BID AMOUNT	
AUI, Inc. Base Bid	\$ 8,799,347.76	
NMGRT 8.3125%	\$ 731,445.78	
Contingency ~6% (for quantity adjustments and change orders as approved)	\$ 559,206.46	
Construction Management	\$ 610,000.00	
<b>PROJECT TOTAL</b>	<b>= \$ 10,700,000.00</b>	
Phase II-B Budget Savings BU/LI 32315.572970	\$ 156,000.00	
Phase II-C State/Federal BU/LI 32315.572970	\$ 8,350,000.00	
Phase II-C State/Federal Unused Design and R/W BU/LI 32315.572960	\$ 610,000.00	\$1,111,217.00 total. Pending attached BAR & Budget Increase
BU/LI 32315.572970	\$ 501,217.00	
City Impact Fees BU/LI 32315.572970	\$ 318,493.18	Pending attached BAR & Budget Increase
Water System BU/LI 52305.572970	\$ 670,717.57	Pending attached BAR & Budget Increase
Sewer System BU/LI 52461.572970	\$ 93,572.25	
<b>TOTAL FUNDING</b>	<b>= \$ 10,700,000.00</b>	

**RECOMMENDED ACTION:**

The Public Works Department recommends the following:

- Approve the 2 attached Budget Adjustment Requests
  - BU 32318 – Increase WIP Design (572960) - \$610,000  
Increase WIP Construction (572970) - \$501,217
  - BU 52305 – Increase WIP Construction (572970) - \$670,718
- Approve the use of the identified funding sources in the above table for the Cerrillos Road Reconstructing Project: Phase IIC – Camino Carlos Rey to Llano Street.
- Approve Amendment #5 with Parsons Brinckerhoff Inc. in the amount of \$605,065.37 including NMGRT for Construction Engineering/Management Services.
- Award of Bid No. '16/13/B and approval of the Construction Agreement with AUI, Inc. of Albuquerque, in the amount of \$9,530,793.54, including NMGRT, for CIP #810A – Cerrillos Road Reconstruction Project Phase IIC, Camino Carlos Rey to Llano Street.

Attachments: BAR 32318  
BAR 52305  
Amendment #5 to PSA  
Tabulation of Bids  
Construction Agreement  
Project Schedule



15.12.003.Pu

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME Public Utilities/Water Division/CIP/Distribution Section				DATE 11/18/2015
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dept. Use Only)</small>	INCREASE	DECREASE
Distribution System WIP Construction	52305.572970	<del>5304</del>	670,718	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i>			<b>TOTAL</b>	<b>\$ 670,718</b>

Increase funding from Cash balance in the CIP fund to fund Water Division's portion of the Cerrillos Road Project:

Maya Martinez		11/18/15		12/9/15	
Prepared By	Date		<input checked="" type="checkbox"/>	Budget Officer	Date
[Signature]	11/18/15			[Signature]	12-19-2015
Division Director	Date			Finance Director	Date
[Signature]	11/18/15			[Signature]	[Date]
Department Director	Date			City Manager	Date

**CITY OF SANTA FE  
AMENDMENT No. 5 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 9, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Parsons Brinckerhoff, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

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

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

1. SCOPE OF SERVICES:

Article 1, paragraph A of the Agreement is amended to include the scope described in Exhibit "A-4" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred fifty-eight thousand six hundred and twenty-nine dollars and thirty-one cents (\$558,629.31) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

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

rendered as described in Exhibit "A-4" attached hereto, a sum not to exceed one million one hundred and twelve thousand and sixty-three dollars and forty-six cents (\$1,112,063.46), 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.5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: \_\_\_\_\_  
JAVIER GONZALES, MAYOR

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

CONTRACTOR:

*KAB* *MJ* *11/24/15*  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

\_\_\_\_\_  
NAME & TITLE

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR



**Parsons Brinckerhoff, Inc.  
Estimated Task Time and Scope Worksheet**

**City of Santa Fe  
Cerrillos Rd Ph II-C Construction Inspection Services**

Prepared By: **RDO**  
Date: **10/28/2015**

**Scope:**

- a. Parsons Brinckerhoff (PB) shall provide Construction Management and Inspection Services to the City of Santa Fe on the Cerrillos Road Project in accordance with contract terms and conditions. PB will provide a Project Manager, Inspection, materials sampling and testing and Office Technician staff. PB's project manager will be responsible for the immediate charge of the details of the project; Administration and satisfactory completion of the project; and authority to reject unacceptable Work and Materials. PB's Inspectors will observe the work; prepare daily work reports; coordinate testing of materials; track and report pay quantities; recommend rejection of unacceptable work; and keep the project manager informed of daily project activity and issues.
- b. PB Inspection Staff will report to and be supervised by PB's Project Manager. The Project Manager will keep the Owner fully informed of project activities and issues.
- c. PB's scope of services does not include any direction relative to, or assume control over any aspect of site safety, or the means, methods, techniques, sequences or procedures of Contractor's work.
- d. Final approval of pay requests, change orders, substantial completion and final acceptance remains with the Owner.
- e. Construction management and administrative services will be provided by PB and will include: pre-construction services; pre-construction conference services; preparation and review of contractor pay requests and change orders; coordination of project activities and issues; coordination with contractor, owner and stakeholders including local businesses and neighborhood groups; recommendation of approval of subcontracts; project correspondence; project document control and files; coordination and review and tracking of submittals and RFIs; review of contractor schedule; weekly contractor meetings; quality of materials and workmanship; rejection of unacceptable work, post construction activities.

**Assumptions:**

- a. Project Duration = 7 Mo; Mar 7th thru Oct 7th 2016 continuous  
Construction Start Date (Tentative): March 7, 2016  
= 7mo x 30cd/mo = **210 CD**  
weeks = (210 cd)/(1wk/7cd) = **30 weeks**
- b. Work Days  
Contractor will work 5 days/week, Mon thru Fri, 8 hrs/day  
(30weeks)(5cd/wk) = **150 wd**  
Hours = (150wd)(8hrs/wd) = **1200 hours**      **Regular Time**
- c. Overtime Hours - No OT hours are included in this estimate  
Any OT required for Inspectors/Technicians will be addressed through an administrative adjustment to the contract.      **0 hours**      **OT**
- d. Duration of project may change based on contractor schedule and unforeseen circumstances. Task estimates are based on a project duration of 30 Weeks which is equivalent to 150 Working Days for costing purposes unless noted otherwise. Actual field inspection time will be based on contractor schedule during construction.
- e. PB will provide QA and IA Testing services by subcontract
- f. Preconstruction Activities  
assume 2mo duration, 01/01/16 thru 02/29/16      **9 weeks**

**Staffing:**

- Project management and inspection services will be on full time basis based on the construction project scope, contractor schedule, and contractor activities in the field.
- a. Project Manager - part time, 32 hrs/wk
  - b. 2 ea, Full time Field Inspectors. 1 ea Inspector part time (3days/wk)  
  
Field Inspectors will be certified thru the NMDOT/ACNM Technician Training and Certification Program (TTCP) to perform highway and bridge construction inspection services.
  - c. Office Technician - Part Time, 24hrs/wk; document control, clerical, audit of pay quantities, preparation of draft pay applications and change orders, checking of payrolls, tracking submittals, correspondence, RFIs, general office work.
  - d. Per Diem Expense - 2 Inspectors  
Will use NMDOT Per Diem rates as per NMDOT AD902, Travel and Related Expenses (Per Diem) dated 04/10/16  
PB will minimize the expense of per diem where and when possible.  
\$85/overnight stay  
\$20/partial day following an overnight stay

Typical Weekly Per Diem = 4 overnight stays, Mon night thru Thur night with a partial day on Friday

$(4 \times \$85) + (1 \times \$20) =$

1 full time Inspector: 30 weeks x \$360/wk =

1 part time Inspector: 18 weeks x \$360/wk =

\$ 360.00 per week

\$ 10,800.00 per person for project duration

\$ 6,480.00

This table in hours

Task 1	Pre-Construction Activities	Office		
		Project Mgr	Inspector	Tech
1a.	Preconstruction Coordination with Utilities and Owner - PM part time (9wks)(4hrs/wk)	36		
	Preconstruction Field Inspection - 1 Inspector, part time (9wks)(16hrs/wk) (includes travel time)		144	
1b.	Review and familiarization with Contract, Plans and Specs; setup of project files, forms, source document books (3 insp)(8hr/Insp)	24	24	32
1c.	Attendance at Pre-bid meeting	0		
<b>Total Task 1:</b>		<b>60</b>	<b>168</b>	<b>32</b>

Task 2	General Project Management, Coordination and Document Control	Office		
		Project Mgr	Inspector	Tech
2a.	Gen proj mgmt, coord & review and monitor contractor schedule; prepare correspondence; prepare PM construction diary; monitor contract time; prepare monthly reports; coordinate project activity with owner, contractor and others; review and coordinate contractor submittals and RFIs; research project changes; review and approve materials testing results; issue and track non-conformance reports; coordinate and track project reimbursements to City; coordinate and track subcontractor performance and billing; general coordination. PM - (24 hr/wk)(30wks)	0		
	Maintain and log project correspondence; maintain and track incoming submittals and RFIs; maintain and track daily time count; verify and track and audit pay quantities; prepare draft correspondence and reports; prepare minutes of meetings; coordinate vehicle and equipment usage with inspectors; check and track contractor payments and subcontractor payrolls in B2Gnow and LCPTracker; initiate request for reimbursement payments with City and NMDOT; research and prepare project issues documentation; verify contractor labor compliance requirements; track shop drawing submittals; other office duties as needed. OffTech - (20 hr/wk x 30 weeks)	720		600
<b>Total Task 2:</b>		<b>720</b>	<b>0</b>	<b>600</b>

Task 3	Meetings - Conduct, Attend, and Document	Office		
		Project Mgr	Inspector	Tech
3a.	Preconstruction Meeting (assumption - to be held at CoSF Office) Prepare, Conduct, Attend, Document Pre-Construction meeting -	24	4	8
Subtotal:		24	4	8
3b.	Weekly Contractor Meetings (on-sight meeting) Prepare, conduct, document, travel PM - (1mtg/wk)(4hrs/mtg)(30wks) Inspector - included in inspection hours	120		
Subtotal:		120		
3c.	Special Issues/Other Meetings Assume 1 per month PM - (1mtg/mo)(4hrs/mtg)(7mo) Inspector - included in inspection hours Task 5 as needed	28		
Subtotal:		28	0	
<b>Total Task 3:</b>		<b>172</b>	<b>4</b>	<b>8</b>

Task 4	Change Orders - Evaluate, Process, and Prepare	Office		
		Project Mgr	Inspector	Tech

4a. (Assume 7 Change Orders needed for project, 1 per month)					
Prepare, document, evaluate and recommend Changes for Owner approval					
Review and evaluate CO including supporting engineering documents and specs					
Distribute CO for required signature					
PM - (7ChOrd)(4hrs/ChOrd)	28				
OffTech - (7ChOrd)(8hrs/ChOrd)			56		
Inspector support Included In Task 5					
<b>Total Task 4:</b>	<b>28</b>	<b>0</b>	<b>56</b>	<b>0</b>	<b>0</b>

Task 5	Inspection of Work, Documentation and Reporting of Pay Quantities	Project Mgr	Inspector	Office Tech		
5a. Daily inspection of work as per Contract thru substantial completion, 7 months						
- Inspection Services include inspection and documentation of Contractor work activities daily; preparation and submittal of a daily work reports on forms and format required by owner; coordination of materials testing; reporting and documentation of contract pay items; verification of observed work in conformance with plans and specifications; notification of non-conforming work or safety concerns to Co/SF PM and contractor; attendance of weekly contractor meetings and special issues meetings.						
	Inspectors Full Time - (1200hrs/Insp)(2 Insp)		2400			
	Inspector (Part Time 3days/wk) - (3D/wk)(30wk)(8hr/day)(1 Insp)		720			
	Inspector OT hours - none		0			
5b. Inspection of work - Substantial completion to Final completion, assume 30CD duration; part time inspector; (1 days/wk)(8hrs/day)(4 wks)(1 Inspector)						
			32			
<b>Total Task 5: Reg</b>		<b>0</b>	<b>3152</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Task 5: OT</b>			<b>0</b>			

Task 6	Monthly Pay Requests - Preparation and Review	Project Mgr	Inspector	Office Tech		
6a. Prepare, Review, verify and evaluate monthly Contractor pay requests; submit to owner with recommendation of approval for payment. Prepare monthly pay request check report; coordination of pay requests with contractor and owner.						
	PM - (7 pay requests x 4 hrs/pay request)	28				
	OffTech - (7 pay requests)(8 hrs/pay request)			56		
	Insp - reporting of pay quantities Included In Task 5		Included in Task 5			
<b>Total Task 6:</b>		<b>28</b>	<b>0</b>	<b>56</b>	<b>0</b>	<b>0</b>

Task 7	Substantial Completion	Project Mgr	Inspector	Office Tech		
7a. Prepare for, coordinate and Conduct Substantial Completion Inspection						
	Preparation of punch list and follow up Report	4				
		8				
7b. Inspection of punch list items and project clean up						
			Included In Task 5			
<b>Total Task 7:</b>		<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task 8	Final Inspection and Project Close-Out	Project Mgr	Inspector	Office Tech		
8a. Prepare for, Coordinate, and Conduct Final Inspection						
		8	4			
8b. Prepare and submit final acceptance notice, report and Certification of Project.						
		8				
8c. Prepare and process final change order; prepare overruns/under runs report; prepare final pay request; close-out and prepare project files for submittal and delivery to Owner.						
		16	4	32		
<b>Total Task 8:</b>		<b>32</b>	<b>8</b>	<b>32</b>	<b>0</b>	<b>0</b>

Task 9	Public Meeting - Not Needed	Project Mgr	Inspector	Office Tech		
None						
<b>Total Task 9:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task 10	Ae-built Plans	Project Mgr	Inspector	Office Tech
	10a. None			
<b>Total Task 10:</b>		0	0	0

Task 11	Contract Management	Project Mgr	Inspector	Office Tech	Contr Mgr	Sr Admin Mgr
	11a. Prepare Invoices and project billing (8mo)(4hrs/mo)					32
	11b. Contract Management - oversight of contract scope, fee estimates, Invoices; Quality Assurance management (4hrs/mo)(8mo)				32	
<b>Total Task 11:</b>		0	0	0	32	32

<b>Grand Total Reg Hrs:</b>	1052	3332	784	32	0
<b>Grand Total OT Hrs:</b>		0			

Parsons Brinckerhoff, Inc.

Prepared By: PB  
Date: 10/28/2015

<b>Equipment Estimate</b> <b>City of Santa Fe</b> <b>Cerrillos Rd Ph II-C Construction Inspection Services</b>
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Note: Mileage will be billed at the rate of \$0.575/mile. (2015 IRS mileage rate)  
Note: Project duration is 7 months or 30 wks

**A. Estimated Vehicle usage:**

> **Inspector**

Estimate 20 miles/day, local SF

$(20\text{mi/day})(5\text{ wd/wk})(30\text{ wks})(3\text{veh}) = 9,000\text{ miles}$

> **Misc Travel**

PM - Alb to SF

$(120\text{mi/trip})(5\text{trips/mo})(7\text{mo}) = 4,200\text{ miles}$

Estimated Total =	13,200 miles
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**B. Cell Phones - Inspectors**

3 ea, \$60.00/mo, 7 months

\$ 1,260.00
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**C. Laptop Computer w/air card**

3 ea, use NMDOT rental rate of \$1.50/hr

For inspector use in field

$(2\text{ea})(1200\text{hrs}) =$

2,400 hrs

$(1\text{ea})(720\text{hrs}) =$

720 hrs

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3,120 hrs

**D Moisture Density Gauge**

Project duration = 150WD

Estimate 1 density guage for 100WD

$(100\text{WD})(8\text{hrs/day}) =$

800 hrs

Parsons Brinckerhoff, Inc.  
 6100 Uptown Blvd, NE  
 Suite 700  
 Albuquerque, NM 87110  
 505-881-5357

## Fee Proposal

Date: 10/28/2015

### City of Santa Fe Cerrillos Rd Ph II-C Construction Inspection Services

Contract Labor Categories	Type	Personnel Proposed	Contract Fully Loaded Rate	Total Estimated Hours	Total Rate
Project Manager	Off	Robert Ortiz, PE	\$ 159.77	1052	\$ 168,078.04
Construction Inspector (3ea)	Fld	Jonathon Wasson, 2 others	\$ 63.56	3332	\$ 211,781.92
Office Technician	Fld	Ivan Arrossa	\$ 59.00	784	\$ 46,256.00
Contract Manager	Off	Jim Buckman, PE	\$ 176.40	32	\$ 5,644.80
Senior Admin Manager	Off	Sylvia Loya	\$ 153.61	32	\$ 4,915.52
<b>Subtotal Labor</b>				<b>5232</b>	<b>\$ 436,676.28</b>

Subcontractors		Total	Fee 5%	Total
Terracon	QA Testing	\$ 69,282.00	\$ 3,464.10	\$ 72,746.10
AMEC Foster Wheeler	IA Testing	\$ 11,997.08	\$ 599.85	\$ 12,596.93
<b>Subtotal Subcontracts</b>				<b>\$ 85,343.03</b>

Direct Expense		Cost	Quantity	Total
Vehicle Mileage	57.5 cents/mile	\$ 0.575	13,200	\$ 7,590.00
Field Office Supplies/Safety Equip				\$ 200.00
Misc Inspection tools				\$ 400.00
Cell Phone	3ea at \$60/mo at 7 mo	\$ 60.00	21	\$ 1,260.00
Moisture Density Gauge	1ea, \$6.50/hr	\$ 6.50	800	\$ 5,200.00
Laptop Computer	3 ea, \$1.50/hr, field inspectors	\$ 1.50	3120	\$ 4,680.00
Per Diem	2 ea Inspectors per diem at \$360/wk	\$ 360.00	48	\$ 17,280.00
<b>Subtotal Direct Expense</b>				<b>\$ 36,610.00</b>

<b>Fee Proposal Total</b>	<b>\$ 558,629.31</b>
<b>NMGRT @ 8.3125%</b>	<b>\$ 46,436.06</b>
<b>Total with Tax</b>	<b>\$ 605,065.37</b>

**Note:**

Overtime: Overtime for field inspection is not included in this Fee Proposal.

Should overtime be required to accommodate the contractor's schedule, night work, or work on weekends, an administrative adjustment will be required.

**Per Diem:**

PB will use per diem rates as adopted by the NMDOT in Administrative Directive AD902, 04/10/15.

**Man-hour Estimate Summary**

City of Santa Fe  
 Cerrillos Rd Ph II-C Construction Inspection Services

10/28/15

Task No.	TASK DESCRIPTION	Project Manager	Construction Inspector (3es)	Office Technician	Contract Manager	Senior Admin Manager	Total Hours
	Project Representative Services						
1	Pre-Construction Activities	60	168	32	0	0	260
2	General Project Management, Coordination and Document Control	720	0	600	0	0	1320
3	Meetings - Conduct, Attend, and Document	172	4	8	0	0	184
4	Change Orders - Evaluate, Process, and Prepare	28	0	56	0	0	84
5	Inspection of Work, Documentation and Reporting of Pay Quantities	0	3152	0	0	0	3152
6	Monthly Pay Requests - Preparation and Review	28	0	56	0	0	84
7	Substantial Completion	12	0	0	0	0	12
8	Final Inspection and Project Close-Out	32	8	32	0	0	72
9	Public Meeting - Not Needed	0	0	0	0	0	0
10	As-built Plans	0	0	0	0	0	0
11	Contract Management	0	0	0	32	32	64
	<b>Subtotal</b>	<b>1052</b>	<b>3332</b>	<b>784</b>	<b>32</b>	<b>32</b>	<b>5232</b>

10/28/2015



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

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

- |   |                               |                                     |                             |                          |
|---|-------------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 | <b>FOR:</b> ORIGINAL CONTRACT | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT          | <input 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 Parsons Brinckerhoff, Inc.

3 Complete information requested  Plus GRT

Inclusive of GRT

Original Contract Amount: \$449,368.38

Termination Date: September 30, 2017

Approved by Council Date: May 8, 2013

or by City Manager Date: \_\_\_\_\_

**Contract is for:** CIP #810A Cerrillos Road Reconstruction Project, Phase IIC - Cam. Carlos Rey to St. Michael's Drive. Professional Services for engineering study, design and ROW services.

Amendment # 5 to the Original Contract# 13-0314

Increase/(Decrease) Amount \$ 558,629.31

Extend Termination Date to: No Contract Time Extension Required.

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

**Amendment is for:** Increase in scope to complete additional design work and right-of-way services.

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

Inclusive of GRT

Amount \$ 449,368.38 of original Contract# 13-0314 Termination Date: 09/20/2017

Reason: Original Professional Services Agreement.

Amount \$ 18,694.20 amendment # 1 Termination Date: 09/20/2017

Reason: Additional engineering services for waterline improvements.

Amount \$ 38,978.78 amendment # 2 Termination Date: 09/20/2017

Reason: Additional engineering services for right-of-way survey and mapping.

Amount \$ 10,633.00 amendment # 3 Termination Date: 09/20/2017

Reason: Additional engineering services for hazardous material investigation.

Amount \$ 35,759.79 amendment # 4 Termination Date: 09/20/2017

Reason: Additional engineering services for design and right-of-way services.



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

Amount \$ 558,629.31 amendment # 5 Termination Date: 09/20/2017  
Reason: Additional engineering services for construction engineering/management and testing.

Total of Original Contract plus all amendments: \$ 1,112,063.46

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

RFP  RFQ  Sole Source  Other

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

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

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

9 **Staff Contact who completed this form:** John Romero *JR* Phone # 955-6638

**Division Contract Administrator:** Becky Casper *BC*

**Division Director:** John Romero *JR*

**Department Director:** Isaac Pino *Isaac J. Pino*

10 **Certificate of Insurance attached.** (if original Contract)

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

12 **Prior year's contract amount?:** NA

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

14 **Why staff cannot perform the work?:** Specialized structural engineering design services.

15 **If extending contract, why?:** NA

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

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

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

To be recorded by City Clerk:



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

Contract # \_\_\_\_\_

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

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

ITEM # 13-0314

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

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

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

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

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

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

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

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

4. APPROPRIATIONS

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

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

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

Exhibit A – Scope of Work

Exhibit B – Unit Rate Schedule

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

CITY OF SANTA FE:

CONTRACTOR: *- Brinkerhoff DP 5-6-2013*  
PARSONS BRINCKEROFF, INC.

*David Cozz*  
DAVID COSS, MAYOR

By: *David Pennington*

DATE: *3-10-17*

DATE: *4 May 2013*

ATTEST:

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

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

APPROVED AS TO FORM:

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

APPROVED:

*Marcos Tapia* *5/9/13*  
MARCOS TAPIA, FINANCE DIRECTOR

*323151572960*  
Business Unit/Line Item



## SCOPE OF SERVICES

### BACKGROUND AND SUMMARY

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

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

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

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

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

#### **PROJECT OBJECTIVE & PROPOSED IMPROVEMENTS**

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

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

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

#### **BASIC FIRM QUALIFICATIONS**

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

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

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

#### **Quality Control**

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

#### **Timely Performance**

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

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

## **SCOPE OF WORK**

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

### **PHASE I – LOCATION STUDY**

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

### **PHASE II – PRELIMINARY DESIGN**

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

### **PHASE III – FINAL DESIGN**

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

### **PHASE IV – CONSTRUCTION SERVICES**

1. Construction Engineering and Management

### **PHASE I – LOCATION STUDY**

#### **1. Traffic Study**

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

1. Purpose & Need

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

#### 4. Recommendations

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

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

#### 2. Environmental Investigations and Documentation

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

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

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

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

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

3. Property Ownership, Location Survey & Mapping

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

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

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

#### 4. Coordination

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

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

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

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

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

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

5. Public Involvement

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

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

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

**PHASE II – PRELIMINARY DESIGN**

1. Subsurface Utility Engineering

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

## 2. Drainage Analysis

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Geotechnical Investigations

#### A. Geotechnical Services - General

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

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

#### **Geotechnical Investigation and Laboratory Testing**

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

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

#### **Geotechnical Design Recommendations**

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

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

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

#### **Geotechnical Report**

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

#### **B. Geotechnical Services – Structures & Foundations**

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

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

#### **Geotechnical Investigation and Laboratory Testing**

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

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

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

#### **Retaining Walls**

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

#### **Bridge Foundation Analysis**

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

#### **Approach Embankment Analysis**

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

#### **Foundation Report**

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

#### **4. Preliminary Design Plans**

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

##### **Preliminary Design Plans**

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

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

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

**95% Completion Design Review**

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

**5. Coordination**

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

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

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

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

- Scheduling all design reviews

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

#### 6. Public Involvement

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

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

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

### **PHASE III - FINAL DESIGN**

#### 1. Right-of-Way Design

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

#### **Right-of-Way Surveying**

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

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

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

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

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

#### **Right-of-Way Mapping**

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

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

#### **Title Reports**

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

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

**Takes and Construction Maintenance Easements (CME's)**

The NMDOT Right of Way Bureau shall provide the following:

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

**Temporary Construction Permits (TCP's)**

The NMDOT Right of Way Bureau shall provide the following:

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

**Monumentation**

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

2. Final Design

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

**PS&E Completion Design Plans**

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

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

#### **PS&E Completion Design Review**

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

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

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

5. Bridge/Retaining Wall/Noise Wall Plans
6. Traffic Control Plans
  - Notes
  - Sequence of Construction
  - Sign Face Details "
  - Traffic Control Plans
7. Signal Plans
  - Signal Warrant Analysis for at-grade intersections
  - Signal Design Plans
  - Interconnect Plans
8. Lighting Plans
  - Lighting Analysis
  - Lighting Plan
9. Permanent Signing and Striping Plans
  - Plans
  - Overhead Signs
  - Sign Face Details
10. Drainage Plans
  - Plan and Profile
  - Structure Sections
11. Earthwork Cross- Sections

3. Coordination

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

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

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

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

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

4. Public Involvement

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

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

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

5. Construction Bid Documents

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

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

#### **PHASE IV – CONSTRUCTION SERVICES**

##### **1. Construction Engineering and Management**

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

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

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

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

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

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

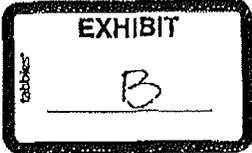


EXHIBIT B

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

ENGINEERING COST SUMMARY				
PART 1 - GENERAL				
1. NAME OF PROJECT: Cerrillos Road Reconstruction, Phase IIC			2. CIP #:	
3. NAME OF CONTRACTOR: Parsons Brinckerhoff			4. DATE OF PROPOSAL: 4/3/2013	
5. ADDRESS OF CONTRACTOR: 6100 Uptown Blvd. NE, Suite 700, Albuquerque, NM 87110			6. TYPE OF SERVICE TO BE FURNISHED: Engineering Services	
A. WORK ELEMENT (by project phase): Phase I - Location Study				
PART 2 - COST SUMMARY				
BASIC SERVICES				
7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
LEAD PLANNER	112	\$ 38.58	\$ 4,321.13	
ENGINEER II	96	\$ 29.82	\$ 2,862.74	
ASST ENGINEER	56	\$ 25.95	\$ 1,453.84	
SR SUPV ENGINEER	112	\$ 55.17	\$ 6,178.98	
SR ENGINEER	16	\$ 42.44	\$ 678.95	
SUPV ENGINEER-ROADWAY	16	\$ 47.18	\$ 754.84	
PRIN TECHNICAL SPECIALIST (SURVEYOR)	36	\$ 46.98	\$ 1,691.45	
SR PRIN TECHNICAL SPECIALIST	8	\$ 54.18	\$ 433.43	
SUPV ENGINEER	40	\$ 51.83	\$ 2,073.05	
<b>DIRECT LABOR TOTAL:</b>				\$ 20,448.44
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
158.8% of direct labor	158.8%	\$ 20,448.44	\$ 32,472.12	
<b>OVERHEAD TOTAL:</b>				\$ 32,472.12
9. FEE OR PROFIT (show rate and base)	12.5%	\$ 52,511.59	\$ 6,563.95	\$ 6,563.95
SUPPLEMENTAL SERVICES				
10. SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
BHI - Surveying			\$ 11,400.00	
Terracon - ISA			\$ 6,830.00	
Cobb Fenley - SUE Designating (QLD)			\$ 26,300.00	
Vector - Design Optimization			\$ 7,100.00	
<b>SUBCONTRACTOR TOTAL:</b>			\$ 51,630.00	
11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST	
<b>EQUIPMENT TOTAL:</b>				
12. TRAVEL				ESTIMATED COST
A. transportation: mileage				\$ 264.00
<b>TRAVEL TOTAL:</b>				\$ 264.00
13. OTHER REIMBURSABLE COST				ESTIMATED COST
Printing and displays				\$ 300.00
<b>OTHER REIMBURSABLE TOTAL:</b>				\$ 300.00
			<b>SUBTOTAL ITEMS 7-13:</b>	
			\$ 111,678.50	
14. GROSS RECEIPTS TAX @ 7.00%			\$ 7,817.50	
15. TOTAL PRICE			\$ 119,496.00	
16. SIGNATURE OF PREPARER		OWNER'S REVIEW BY	ENGINEERING PROJECT MANAGEMENT DIVISION	
D. Perry				

**EXHIBIT B**

**CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT**

ENGINEERING COST SUMMARY				
PART 1 - GENERAL				
1. NAME OF PROJECT: Cerrillos Road Reconstruction, Phase IIC			2. CIP #:	
3. NAME OF CONTRACTOR: Parsons Brinckerhoff			4. DATE OF PROPOSAL: 4/3/2013	
5. ADDRESS OF CONTRACTOR: 6100 Uptown Blvd. NE, Suite 700, Albuquerque, NM 87110			6. TYPE OF SERVICE TO BE FURNISHED: Engineering Services	
A. WORK ELEMENT (by project phase): Phase II - Preliminary Design				
PART 2 -- COST SUMMARY				
BASIC SERVICES				
7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
SR SUPV CAD DESIGNER	220	\$ 41.03	\$ 9,026.03	
ENGINEER II	180	\$ 30.86	\$ 5,555.51	
ASST ENGINEER	110	\$ 26.87	\$ 2,955.72	
SR SUPV ENGINEER	220	\$ 57.10	\$ 12,562.10	
SR ENGINEER	40	\$ 43.92	\$ 1,756.82	
SUPV ENGINEER-ROADWAY	40	\$ 48.83	\$ 1,953.15	
PRIN TECHNICAL SPECIALIST (SURVEYOR)	8	\$ 48.63	\$ 389.03	
SR PRIN TECHNICAL SPECIALIST	16	\$ 56.08	\$ 897.20	
SUPV ENGINEER	80	\$ 53.64	\$ 4,291.21	
<b>DIRECT LABOR TOTAL:</b>				<b>\$ 39,386.77</b>
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
158.8% of direct labor	158.8%	\$ 39,386.77	\$ 62,546.19	
<b>OVERHEAD TOTAL:</b>				<b>\$ 62,546.19</b>
9. FEE OR PROFIT (show rate and base)	12.5%	\$ 101,145.23	\$ 12,643.15	\$ 12,643.15
SUPPLEMENTAL SERVICES				
10. SUBCONTRACTS (identify & purpose)				ESTIMATED COST
BHI - Pothole Survey				\$ 1,800.00
Cobb Fendley - SUE Potholing (Q1, A)				\$ 9,700.00
BHI - Drainage Analysis & Design				\$ 13,655.00
Terracon - Pavement Design Update				\$ 2,800.00
Sites Southwest - Landscaping and Aesthetics				\$ 13,900.00
Vector - Quality Control, Lighting Design				\$ 15,100.00
<b>SUBCONTRACTOR TOTAL:</b>				<b>\$ 56,955.00</b>
11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST	
<b>EQUIPMENT TOTAL:</b>				
12. TRAVEL				ESTIMATED COST
A. transportation: mileage				\$ 396.00
<b>TRAVEL TOTAL:</b>				<b>\$ 396.00</b>
13. OTHER REIMBURSABLE COST				ESTIMATED COST
Printing and displays				\$ 750.00
<b>OTHER REIMBURSABLE TOTAL:</b>				<b>\$ 750.00</b>
<b>SUBTOTAL ITEMS 7-13:</b>				<b>\$ 172,677.12</b>
14. GROSS RECEIPTS TAX @ 7.00%				\$ 12,087.40
15. TOTAL PRICE				\$ 184,764.52
16. SIGNATURE OF PREPARER <i>D. Pennington</i>	OWNER'S REVIEW BY		ENGINEERING PROJECT MANAGEMENT DIVISION	

**EXHIBIT B**

**CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT**

ENGINEERING COST SUMMARY				
PART 1 - GENERAL				
1. NAME OF PROJECT: Cerrillos Road Reconstruction, Phase IIC			2. CIP #:	
3. NAME OF CONTRACTOR: Parsons Brinckerhoff			4. DATE OF PROPOSAL: 4/3/2013	
5. ADDRESS OF CONTRACTOR: 6100 Uptown Blvd. NE, Suite 700, Albuquerque, NM 87110			6. TYPE OF SERVICE TO BE FURNISHED: Engineering Services	
A. WORK ELEMENT (by project phase): Phase III - Final Design				
PART 2 - COST SUMMARY				
BASIC SERVICES				
7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
SR SUPV CAD DESIGNER	210	\$ 41.03	\$ 8,615.75	
ENGINEER II	180	\$ 30.86	\$ 5,555.51	
ASST ENGINEER	110	\$ 26.87	\$ 2,955.72	
SR SUPV ENGINEER	210	\$ 57.10	\$ 11,991.09	
SR ENGINEER	32	\$ 43.92	\$ 1,405.46	
SUPV ENGINEER-ROADWAY	32	\$ 48.83	\$ 1,562.52	
PRIN TECHNICAL SPECIALIST (SURVEYOR)	8	\$ 48.63	\$ 389.03	
SR PRIN TECHNICAL SPECIALIST	16	\$ 56.08	\$ 897.20	
SUPV ENGINEER	80	\$ 53.64	\$ 4,291.21	
<b>DIRECT LABOR TOTAL:</b>				<b>\$ 37,663.50</b>
B. OVERHEAD (specify cost pool)				
158.8% of direct labor	158.8%	\$ 37,663.50	\$ 59,809.64	
<b>OVERHEAD TOTAL:</b>				<b>\$ 59,809.64</b>
9. FEE OR PROFIT (show rate and base)				
	12.5%	\$ 96,719.87	\$ 12,089.98	\$ 12,089.98
SUPPLEMENTAL SERVICES				
10. SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
BHI - Drainage Analysis & Design			\$ 6,875.00	
Sites Southwest - Landscaping and Aesthetics			\$ 13,900.00	
Vector - Quality Control, Lighting Design			\$ 14,100.00	
<b>SUBCONTRACTOR TOTAL:</b>				<b>\$ 34,875.00</b>
11. SPECIAL EQUIPMENT				
	RATE	ESTIMATED HOURS	ESTIMATED COST	
<b>EQUIPMENT TOTAL:</b>				
12. TRAVEL				
A. transportation: mileage			ESTIMATED COST	
			\$ 264.00	
<b>TRAVEL TOTAL:</b>				<b>\$ 264.00</b>
13. OTHER REIMBURSABLE COST				
Printing and displays			ESTIMATED COST	
			\$ 1,750.00	
<b>OTHER REIMBURSABLE TOTAL:</b>				<b>\$ 1,750.00</b>
<b>SUBTOTAL ITEMS 7-13:</b>				<b>\$ 146,452.12</b>
14. GROSS RECEIPTS TAX @ 7.00%				\$ 10,251.65
15. TOTAL PRICE				\$ 156,703.77
16. SIGNATURE OF PREPARER <i>D. Pennington</i>		OWNER'S REVIEW BY	ENGINEERING PROJECT MANAGEMENT DIVISION	



ITEM # 13-1197

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

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

**RECITALS**

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

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

1. SCOPE OF SERVICES:

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

2. COMPENSATION.

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

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

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

3. AGREEMENT IN FULL FORCE.

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

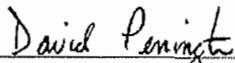
IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

  
\_\_\_\_\_  
BRIAN K. SNYDER, CITY MANAGER

Date: 11-25-13

CONTRACTOR:

  
\_\_\_\_\_  
NAME & TITLE

Date: 12/4/2013

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

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

APPROVED:

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

52305.572970  
Business Unit/Line Item

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

**Purpose**

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

**Scope**

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

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

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

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

Assumptions

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

City Provided Items

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

**Schedule**

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

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

**Cost Proposal - Task & Labor Detail**

Task	SR SUPV ENGINEER	SR SUPV CADD DESIGNER	ENGINEER II	Total Hours
<b>Waterline Design</b>				
1 Plans				
60% Plans and Cost Estimate	12	12	24	48
95% Plans and Cost Estimate	6	0	12	26
Bid Plans and Estimate	1	2	4	7
	sub-total	22	40	81
Cost	3,244.17	2,621.18	4,055.58	9,920.91
2 Coordination				
Scoping meeting	2			2
60% review meeting	4			4
Utility coordination/identification of potential conflicts			6	6
Other reviews (to be combined with overall project meetings)				0
	sub-total	0	6	12
Cost	1,024.48	-	608.33	1,632.81
3 Project Management				
Project setup, management and invoicing	10			10
Subconsultant coordination	2			2
QA/QC	5			5
	sub-total	0	0	17
Cost	2,902.68	-	-	2,902.68
<b>Labor, Overhead and Fee Totals</b>				
Hours Totals	42	22	46	110
Base Labor Rate	\$57.38	\$40.04	\$34.07	
Base Labor Costs	\$2,409.80	\$880.80	\$1,567.22	\$4,857.83
Overhead @ 168.8%	\$3,826.77	\$1,388.72	\$2,488.75	\$7,714.23
Fee on Labor + OH @ 16%	\$934.76	\$341.68	\$607.92	\$1,884.36
Totals	\$7,171.33	\$2,621.18	\$4,663.89	\$14,456.40
<b>Direct Costs</b>				
Mileage (120 miles @ 56.5 cents/mile)				\$67.80
	Sub-total			\$67.80
<b>Subconsultants</b>				
Cobb Fendley (6 potholes, 4'-8" depth @ \$740 each)				\$4,440.00
	Sub-total			\$4,440.00
<b>Total Cost</b>				<b>\$18,964.20</b>

ITEM # 14-0065

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

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

**RECITALS**

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

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

1. SCOPE OF SERVICES:

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

2. COMPENSATION.

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

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

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

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

By: David Coss  
DAVID COSS, MAYOR

Date: 2-5-14

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK  
City Mtg. - 1-29-14

APPROVED AS TO FORM:

Judith Aronson for  
CITY ATTORNEY 1/14/14

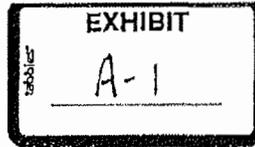
CONTRACTOR:

David Pennington  
NAME & TITLE

Date: 1-16-2014

APPROVED:

Marcos A. Tapia 2/5/14  
MARCOS A. TAPIA, FINANCE DIRECTOR  
32315.572960



1/8/2014

City of Santa Fe Cerrillos Road

## Scope of Work

### A. Cerrillos Road Right-of-Way Mapping.

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

#### I-A. *Right-of-Way Mapping*

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

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

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

## Schedule

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

First Check Submittal: Six weeks after notice to proceed.

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

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

## Scope of Work

### B. Cerrillos Road Monumentation Mapping.

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

#### *I-B. Monumentation Mapping*

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

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

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

## Schedule

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

First Check Submittal: Six weeks after notice to proceed.

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

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

**Right-of-Way Mapping  
WORK ELEMENT SUMMARY**



8/2014

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

<b>1. Direct Labor</b>			
Professional Surveyor	hours	rate	cost
	144 x	\$47.92 =	\$6,900.48
<b>Totals</b>	<b>144</b>		<b>\$6,900.48</b>
<b>2. Overhead</b>			
		of Item 1	\$10,882.08
157.70%			
OH minus FCGM @ 0.2%			\$10,869.28
<b>3. Subconsultants</b>			
Bohannon Huston, Inc.			\$6,760.00
Field Property Surveys			
<b>Total Subconsultants</b>			<b>\$5,760.00</b>
<b>4. Direct Expenses</b>			
Research Copies @ County Clerk		Lump Sum	\$45.00
Printing & Reproduction		Lump Sum	\$60.00
FedEX deliveries		Lump Sum	\$75.00
Mileage	330 x	\$0.560 /mile	\$184.80
<b>Total Direct Expenses</b>			<b>\$354.80</b>
<b>5. Fee</b>			
Profit @ 15% Labor and Overhead minus FCCM (Items 1 & 2)			\$2,885.31
<b>6. SUB TOTAL WORK ELEMENT A</b>			<b>\$26,552.85</b>
 <b>Project Total</b>			 <b>\$26,552.85</b>

## Right-of-Way Mapping WORK ELEMENT SUMMARY

1/8/2014

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

<b>1. Direct Labor</b>			
	hours		cost
Professional Surveyor	64.6	x	\$47.92
<b>Totals</b>	<b>64.6</b>		<b>\$3,090.84</b>
<b>2. Overhead</b>			
	167.70%		
OH minus FCCM @ 0.2%		of Item 1	\$4,874.26
			\$4,868.07
<b>3. Subconsultants</b>			
Bohannon Huslon, Inc.			\$2,875.00
Field Monumentation Surveys			
<b>Total Subconsultants</b>			<b>\$2,875.00</b>
<b>4. Direct Expenses</b>			
Monuments / 2" Aluminum Caps	25 @ \$5.96		\$149.00
Shipping of Monuments			Lump Sum \$20.00
Printing & Reproduction			Lump Sum \$50.00
FedEX deliveries			Lump Sum \$50.00
Mileage	220 x	\$0.600 /mile	\$123.20
<b>Total Direct Expenses</b>			<b>\$392.20</b>
<b>5. Fee</b>			
Profit @ 15% Labor and Overhead minus FCCM (Items 1 & 2)			\$1,163.84
<b>6. SUB TOTAL WORK ELEMENT A</b>			<b>\$12,426.13</b>
<b>Project Total</b>			<b>\$12,426.13</b>

ITEM # 14-0204

**CITY OF SANTA FE  
AMENDMENT No. 3 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 9, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Parsons Brinckerhoff, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

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

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

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include the scope described in Exhibit "A-2" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of ten thousand six hundred thirty three dollars and zero cents (\$10,633.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered as described in Exhibit "A-2" attached hereto, a sum not to exceed five hundred

and seventeen thousand six hundred seventy four dollars and thirty six cents (\$517,674.36), plus applicable gross receipts taxes.

3. AGREEMENT IN FULL FORCE.

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

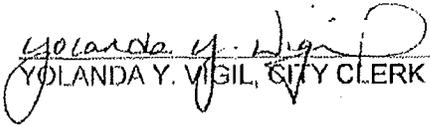
IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

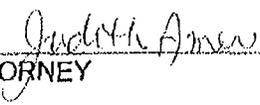
By:   
BRIAN K. SNYDER, CITY MANAGER

Date: 3-20-14

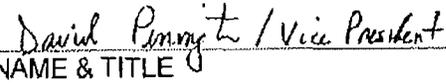
ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK *P.D.*

APPROVED AS TO FORM:

 for  
CITY ATTORNEY 3/11/14

CONTRACTOR:

 / Vice President  
NAME & TITLE

Date: 3/17/2014

APPROVED:

 3/19/14  
MARCOS A. TAPIA, FINANCE DIRECTOR

32315-572960

**PARSONS  
BRINCKERHOFF**



March 10, 2014

Desirae Lujan  
Roadway & Trails Engineering Division  
Public Works Department  
City of Santa Fe  
P.O. Box 909  
Santa Fe, NM 87504-0909

6100 Uptown Boulevard  
Suite 700  
Albuquerque, NM 87110  
Main: +1-505-881-5357  
Fax: +1-505-881-7602

[www.pbworld.com](http://www.pbworld.com)

**RE: Cerrillos Road Reconstruction Phase IIC  
Request for Contract Amendment for Preliminary Site Investigation**

Dear Ms. Lujan:

The purpose of this letter is to request an amendment to Parsons Brinckerhoff's existing Professional Services Agreement for the Cerrillos Road Phase IIC project. The amendment is to conduct a Preliminary Site Investigation (PSI) for the project. The PSI is needed to investigate two locations with environmental concerns that were identified in the Initial Site Assessment.

Parsons Brinckerhoff is proposing to have Terracon Consultants, Inc. prepare the PSI. Their scope of work and cost proposal is attached. The cost of the work, to be paid on a lump sum basis, is shown below:

Terracon Consultants:	\$ 9,950.00
Coordination (Sr. Supv. Engineer, 4 hours @ \$170.75/hr):	\$ 683.00
<b>Total Cost (not including NMGRT):</b>	<b>\$10,633.00</b>

The work will be performed under the terms and conditions of our current Agreement.

We understand that the City desires to complete this work in a timely manner, so we will have Terracon begin as soon as possible after receipt of notice to proceed.

Please review this request and let me know if you have any questions. Feel free to call me or Jim Buckman at (505) 881-5357.

Sincerely,

David Pennington  
Vice President  
New Mexico Area Manager

cc: Project file

Attachment

February 26, 2014



Mr. Jim Buckman, P.E.  
Parsons Brinckerhoff  
6100 Uptown Boulevard NE, Suite 700  
Albuquerque, NM 87110

Telephone: (505) 878-6577  
Email: buckman@pbworld.com

Re: Proposal for Preliminary Site Investigation (NMDOT Work Plan)  
Cerrillos Road Reconstruction, Phase IIC  
Camino Carlos Rey to St. Michael's Drive  
Santa Fe, Santa Fe County, New Mexico  
Terracon Proposal No: P6613-0095

Dear Mr. Buckman:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to conduct a Preliminary Site Investigation (PSI) at the above-referenced site. The following sections provide an outline of the project, Terracon's PSI scope of services, including schedule, and compensation.

## 1.0 PROJECT INFORMATION

For the purpose of this proposal, the site is defined as the existing right-of-way (ROW) of Cerrillos Road from Camino Carlos Rey northward to St. Michael's Drive in Santa Fe, Santa Fe County, New Mexico. Terracon understands that the improvements to the Cerrillos Road ROW will include, but are not limited to: the reconstruction of Cerrillos Road roadway typical in the project area; geometric and Interconnect; storm drainage improvements; pedestrian, bicycle and ADA improvements to include sidewalks, curb ramps and bicycle lanes; irrigation and landscaping; and, design of bus bays/lanes and permanent signing and striping.

Terracon previously performed an Initial Site Assessment (ISA) for the project corridor (Terracon Report No. 66137738). The following two Recognized Environmental Conditions (RECs) were identified in the ISA:

- # The India House Restaurant, located at 2501 Cerrillos Road, was historically occupied by gas stations. Potential impacts of petroleum hydrocarbons from the historical gas stations and the potential presence of relic USTs associated with this property within the ROW of Cerrillos Road were considered RECs. Based on a review of historical aerial photographs, it appears that dispensers were located within 20 feet of the existing Cerrillos Road ROW. Based on the suspected use of this property as a gas station for over 35 years, the

Terracon Consultants, Inc. 4905 Hawkins NE Albuquerque, NM 87109  
P (505) 797 4287 F (505) 797 4288 terracon.com

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

Proposal for Limited Site Investigation  
Cerrillos Road Phase IIC ■ Santa Fe, New Mexico  
February 26, 2014 ■ Terracon Proposal No. P6614-0062

absence of previous assessment of soils adjacent to this facility for impact of petroleum hydrocarbons, and the absence of Fire Department UST removal records, this facility has the potential to have impacted the soils of the Cerrillos Road ROW with petroleum products and relic underground storage tanks (USTs) may remain within or near the Cerrillos Road ROW. The maximum depth of soil disturbance for the project adjacent to this facility is approximately 15 feet below grade surface (bgs).

- The Fill Up gas station, located at 2631 Cerrillos Road, has been a gas station since at least 1960. Potential impacts of petroleum hydrocarbons from the Fill Up gas station were considered RECs. This facility was formerly operated as a Diamond Shamrock and a Shell station. Based on the history of releases at this facility, an absence of subsurface investigations at the facility since 2002, and the location of the existing dispensers within 16 feet of the Cerrillos Road ROW, this facility has the potential to have impacted the soils of the Cerrillos Road ROW with petroleum products. The maximum depth of soil disturbance for the project adjacent to this facility is approximately 10 feet below grade surface (bgs).

## 2.0 SCOPE OF SERVICES

At your request, the proposed scope of work is in response to the results of Terracon's ISA. The objective of the proposed PSI is to evaluate the presence of total petroleum hydrocarbons (TPH), benzene, toluene, ethyl benzene, total xylenes and methyl tert butyl ether (BTEX/MTBE), and polycyclic aromatic hydrocarbons (PAHs) (above relevant laboratory reporting limits) in the on-site soils as a result of potential releases from the RECs identified in our ISA. In addition, the objective of the proposed PSI is to perform a geophysical survey of the ROW adjacent to 2501 Cerrillos Road to evaluate the potential presence of relic USTs within the ROW at that location.

Following receipt of authorization to proceed and no later than 48 hours prior to intrusive activities, Terracon will contact a utility locator to arrange for underground utility locates at the locations of proposed soil borings.

Terracon has a 100% commitment to the safety of all its employees. As such, and in accordance with our *Incident and Injury Free*® safety culture, Terracon will develop a safety plan to be used by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate performing fieldwork in a OSHA Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, while sampling activities are being conducted in the event that petroleum or chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure.

Proposal for Limited Site Investigation  
Cerrillos Road Phase IIC ■ Santa Fe, New Mexico  
February 26, 2014 ■ Terracon Proposal No. P6814-0062

## 2.1 Soil Borings

Terracon will advance ~~two soil borings adjacent~~ to each of the two facilities identified as RECs using concrete coring and direct-push drilling equipment. One soil boring will be advanced in the location of a planned storm sewer drop inlet adjacent to 2631 Cerrillos Road. This location is near the southern dispenser island at the facility. One soil boring will be advanced adjacent to the northern dispenser island at 2631 Cerrillos Road. One soil boring will be advanced in the location of a planned storm sewer drop inlet adjacent to the southwest portion of 2501 Cerrillos Road. This location is near the location of a suspected historical dispenser island. One soil boring will be advanced adjacent to the northeast portion of 2501 Cerrillos Road. The soil borings adjacent to 2631 Cerrillos Road will be advanced to a maximum depth of approximately 15 feet bgs or until refusal, whichever occurs first. The soil borings adjacent to 2501 Cerrillos Road will be advanced to a maximum depth of approximately 10 feet bgs or until refusal, whichever occurs first. The proposed total boring depths will not be exceeded without verbal approval from the client. Maps depicting the locations of the proposed soil borings are include as attached Exhibit 1 and Exhibit 2.

Drilling equipment will be cleaned using a high-pressure washer prior to beginning the project and before beginning each boring. Non-dedicated sampling equipment will be cleaned using an Alconox® detergent wash and potable water rinse prior to commencement of the project and between collection of each sample.

Soil samples will be collected continuously using split spoon samplers to document lithology, color, and relative moisture content. In addition, the soil samples will be field screened using sensory methods and a photoionization detector (PID) to detect the presence of volatile organic compounds (VOCs).

Following completion of sampling activities, the soil borings will be closed in place in accordance with applicable state regulations and guidelines.

## 2.2 Geophysical Survey

Terracon proposes to subcontract Sunbelt Geophysics to conduct a geophysical survey using electromagnetic and ground penetrating radar methods to evaluate the ROW adjacent to 2501 Cerrillos Road for anomalies consistent with the presence of USTs.

A spatial control grid will be placed over the area of interest establishing parallel data acquisition lines separated by 4 ft, oriented parallel to Cerrillos Rd. The grid will be marked with small dots of spray paint and tied to local landmarks.

An initial survey will be conducted using a Geonics EM-61 high-resolution metal detector. This instrument has a proven ability to map buried metal features, such as USTs, to a depth of approximately 10 ft. A second survey will be conducted over the site using a Sensors & Software

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**Proposal for Limited Site Investigation**  
Cerrillos Road Phase IIC ■ Santa Fe, New Mexico  
February 26, 2014 ■ Terracon Proposal No. P6614-0062

250 MHz ground-penetrating radar (GPR) system. Additional screening will be performed with a Schonstedt magnetic locator and a Radiodetection CAT 3+ line tracer as needed.

The results of the survey and the interpretations of the geophysicist performing the survey will be provided in a written report, which will include maps of the site and anomalies, if identified.

### **2.3 Sampling Program**

Terracon's soil sampling program will consist of the following:

- Collection of one soil sample from each soil boring from the zone exhibiting the highest PID readings. If, based on these observations, no elevated PID reading is observed, the sample will be collected from the interval exhibiting a change in lithology, from the bottom of the boring, or from the interval of most likely environmental impact as determined in the field by the sampling professional.

The soil samples will be collected and placed in laboratory prepared containers, labeled, and placed on ice in a cooler which will be secured with a custody seal. The samples and completed chain-of-custody forms will be transported to the selected analytical laboratory for analysis on a standard 5-day turnaround.

### **2.4 Laboratory Analytical Program**

The soil samples collected from the soil borings will be analyzed for TPH using United States Environmental Protection Agency (USEPA) SW-846 Method 8015 and for BTEX/MTBE using USEPA SW-846 Method 8260. If TPH diesel range organics (DRO) are detected at concentrations exceeding 100 milligrams per kilogram (mg/kg), the soil sample from each source area exhibiting the highest TPH DRO concentrations will be additionally analyzed for PAHs using USEPA SW-846 Method 8310.

### **2.5 Preparation of PSI Report**

Upon completion of site activities and receipt of the laboratory analytical results, a report will be prepared that will include the following:

- Documentation of field activities;
- Site plan showing pertinent site features;
- Soil boring logs;
- Analytical laboratory results;
- Geophysical survey results;
- Data evaluation and presentation of findings; and,
- Recommendations concerning further action, if necessary.

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**Proposal for Limited Site Investigation**  
Cerrillos Road Phase IIC ■ Santa Fe, New Mexico  
February 26, 2014 ■ Terracon Proposal No. P8814-0062

Terracon is prepared to commence work on this project within five days following receipt of written notification to proceed. We anticipate completing the field activities in two days. The standard analytical turnaround time is five working days (expedited turnaround is available at an additional charge). Preliminary verbal results of the PSI may be available within 24 hours of Terracon's receipt of laboratory analytical reports. The PSI report will be available two weeks following Terracon's receipt of final laboratory analytical reporting. This written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments and recommendations presented in the written report will be based on the information collected as discussed in this proposal.

Terracon's services will be performed in a manner consistent with generally accepted practices of the professional undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, expressed or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These PSI services will be performed in accordance with the scope of work agreed with you, our client, as set forth in this proposal and are not intended to be in strict conformance with ASTM E1903-11.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during this PSI. Subsurface conditions may vary from those encountered at specific borings or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of these services.

### **3.0 COMPENSATION**

The Scope of Services outlined in this proposal will be performed on a Lump Sum basis for \$9,950. If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted, and upon request, proposed costs for additional work will be provided. Client authorization will be obtained prior to commencement of any additional work outside the scope of this proposal. A summary of estimated costs is provided in the following table:

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Proposal for Limited Site Investigation  
Cerrillos Road Phase IIC ■ Santa Fe, New Mexico  
February 26, 2014 ■ Terracon Proposal No. P6614-0062

ESTIMATED TOTAL PROJECT COST	
Consulting Labor	\$ 4,500
Subcontracted Drilling	\$ 2,200
Subcontracted Laboratory Analysis	\$ 700
Subcontracted Geophysical Survey	\$ 2,100
Expenses	\$ 450
<b>ESTIMATED TOTAL</b>	<b>\$ 9,950</b>

This proposal and cost estimate were prepared based on the following assumptions:

- Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.)
- Work can be performed during normal business hours (Monday through Friday, 7:00 am to 7:00 pm).
- Traffic control services are not required beyond those required for the geophysical survey.
- The site is readily accessible by truck.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee. If affected soil is discovered during the PSI, the owner, operator, or similar responsible party may have release reporting obligations under applicable state law or regulations.

#### 4.0 GENERAL COMMENTS

If this Scope of Services meets with your approval, work may be initiated by returning a client contract with mutually agreed upon terms and conditions to our Albuquerque, New Mexico office via Email or fax to (505) 797-4288.

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**Proposal for Limited Site Investigation**  
Cerrillos Road Phase IIC ■ Santa Fe, New Mexico  
February 26, 2014 ■ Terracon Proposal No. P6614-0062

If you should have any questions or comments regarding this proposal, please contact either of the undersigned.

Sincerely,  
**Terracon**

Mark R. Hillier, P.G. (TX)  
Department Manager

Attachments: Exhibit 1 and Exhibit 2 – Soil Boring Location Maps

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Proposed Soil Boring Location



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Manager: MRH	Project No. 66137738	 <p><small>4108 Highway 20, Albuquerque, New Mexico 87109 Tel: 505 261-0337 Fax: 505 261-0114</small></p>	PROPOSED SOIL BORING MAP	EXHIBIT
Drawn by: JAS	Scale: 1" = 30'		FILL UP 2031 CERRILLOS ROAD SANTA FE, NEW MEXICO	1
Checked by: MRH	File Name:			
Approved by: MRH	Date: FEB 2014			



Proposed Soil Boring Location



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT  
INTENDED FOR CONSTRUCTION PURPOSES

Project Manager: MRH	Project No. 66137738	 Terracon Consulting Engineers & Scientists <small>4801 Lomas Blvd. Albuquerque, New Mexico 87110          TEL: (505) 763-1631 FAX: (505) 763-1634</small>	PROPOSED SOIL BORING MAP	EXHIBIT
Drawn by: JAS	Scale: 1" = 30'		INDIA HOUSE RESTAURANT 2501 CERILLOS ROAD SANTA FE, NEW MEXICO	2
Checked by: MRH	File Name:			
Approved by: MRH	Date: FEB 2014			

**CITY OF SANTA FE  
AMENDMENT No. 4 TO  
PROFESSIONAL SERVICES AGREEMENT  
ITEM#-13-0314**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 9, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Parsons Brinckerhoff, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

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

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

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include the scope described in Exhibit "A-3" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-five thousand seven hundred and fifty-nine dollars and seventy nine cents (\$35,759.79) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

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

rendered as described in Exhibit "A-3" attached hereto, a sum not to exceed five hundred and fifty-three thousand four hundred thirty-four dollars and fifteen cents (\$553,434.15), 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:

Parsons Brinckerhoff, Inc.

\_\_\_\_\_  
BRIAN K. SNYDER, CITY MANAGER

David Pennington, Vice President  
NAME & TITLE

DATE: \_\_\_\_\_

DATE: 8/31/2015

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MAA 8/7/15  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

Business Unit/Line Item: 32315/572960  
32316/572960

**Scope  
Cerrillos Road Phase IIC  
Right-of-Way and Design Revisions  
July 31, 2015**

**Purpose**

Parsons Brinckerhoff (PB) completed the right-of-way maps and Plans, Specifications, and Estimate (PS&E) Plans for Cerrillos Road, Phase IIC in April and September 2014, respectively. Following completion of those deliverables, NMDOT requested revisions to the right-of-way maps. The revisions were requested in order to adjust Temporary Construction Permit (TCP) boundaries around existing high-cost improvements, such as business signs and private utilities. Also, PNM completed the design of their electric utility relocations, which will require updates to the design plans.

**Scope**

A. Right-of-way map revisions

PB will revise the right-of-way maps for the project to realign the TCP boundaries around existing *business signs and private utilities, as directed. Maps will be re-stamped and resubmitted.*

B. Plan revisions

To accommodate the proposed electric utility relocations, PB will revise the design of the sidewalks, curb ramps, traffic signals, and landscaping along the west side of Cerrillos road throughout the length of the project. Luminaires will be attached to electric poles on the west side of the road, so the lighting layout will be revised along both sides in order to meet the design criteria. PB will also realign the curb north of St. Michaels Drive and adjust the drainage design accordingly. Plan sheets, quantities, and the construction cost estimate will be revised. PB will attend a pre-PS&E review meeting, not included in the original scope of services.

Subconsultants Sites Southwest, Vector/Parametrix, and Bohannon-Huston will revise the landscaping, lighting, and storm drain designs respectively.

C. Project Management and Coordination

Project management includes scoping of additional work, subcontract amendments, and internal project documentation.

**Schedule**

Revised plans will be submitted within three (3) weeks of authorization to proceed.

**Cerrillos Road Phase IIC ROW and Design Revisions  
City of Santa Fe**

**7/31/2015**

**Cost Proposal - Task & Labor Detail**

Task	PROJECT MANAGER	SR SUPV ENGINEER	SR SUPV CAD DESIGNER	SURVEYOR	Total Hours
<b>A Right-of-Way Map Revisions</b>					
Map revisions and coordination	3		8	14	25
sub-total	3	0	8	14	25
Cost	525.99	-	1,002.67	2,065.06	3,593.72
<b>B Design Revisions</b>					
Revise design plans to accommodate electric utility relocations	4	22	76		102
Pre-PS&E review meeting	8		8		12
sub-total	10	22	82	0	114
Cost	1,753.29	3,783.84	10,277.37	-	15,814.50
<b>C Project Management and Coordination</b>					
Scoping, subcontract amendments, project management	12	1	2		15
sub-total	12	1	2	0	16
Cost	2,103.95	171.89	250.67	-	2,526.61
<b>Labor, Overhead and Fee Totals</b>					
Hours Totals	26	23	92	14	154
Base Labor Rate	\$60.58	\$59.43	\$43.30	\$50.96	
Base Labor Costs	\$1,514.46	\$1,366.79	\$3,984.00	\$713.51	\$7,578.76
Overhead @ 157.30%	\$2,302.25	\$2,149.96	\$6,266.84	\$1,122.34	\$11,921.39
Fee on Labor + OH - FCC @ 12.5%	\$488.52	\$439.08	\$1,279.86	\$228.21	\$2,434.68
Totals	\$4,393.24	\$3,955.63	\$11,530.71	\$2,065.06	\$21,934.63
<b>Direct Costs</b>					
Mileage (120 miles @ 57.5 cents/mile)					\$69.00
Sub-total					\$69.00
<b>Subconsultants</b>					
Vector/Parametrix (lighting)					\$3,380.96
Bohannon-Huston (drainage)					\$3,500.00
Sites Southwest (landscaping)					\$6,875.00
Sub-total					\$13,755.96
<b>Total Cost</b>					<b>\$35,759.79</b>

## SCOPE OF WORK

Parsons Brinckerhoff  
Cerrillos Road - Lighting

Additional Lighting Design – Parametrix will conduct further lighting analysis to model the following condition:

- 250 watt hps luminaires mounted at 31' on the north side of Cerrillos Road
- 400 watt hps luminaires mounted at 40' on the south side of Cerrillos Road

We will update the lighting plans and submit them to the City of Santa Fe and NMDOT for a separate review prior to the final plans submittal. We will conduct the necessary coordination and review with the City of Santa Fe, PNM and NMDOT.

**The fee for these services will be \$3,380.96.**



**B.1. CONSTRUCTION AGREEMENT**

CITY OF SANTA FE  
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN  
OWNER AND CONTRACTOR

CIP PROJECT # 810A  
Cerrillos Road Reconstruction, Phase IIC Project

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF SANTA FE, herein known as the Owner, and **AUI, Inc.**, herein known as the Contractor.

For the following:

PROJECT:	Cerrillos Road Reconstruction, Phase IIC Project
PROJECT NO.:	CIP # 810A, CN S100130
ENGINEER OF RECORD:	Parsons Brinckerhoff, Inc. 6100 Uptown Blvd NE, Ste. 700 Albuquerque, NM 87110

DISTRIBUTION:

OWNER	_____
CONTRACTOR	_____
ENGINEER	_____

*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 \_\_\_\_\_, 2015.

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, 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 # 810A – Cerrillos Road Reconstruction, Phase IIC Project. (Bid Number '16/13/QB).

The work designated as Improvements Cerrillos Road Reconstruction, Phase IIC consists of, but is not limited to: removal and replacement of pavement, curb and gutter, and sidewalk with the addition of an access lane, new bike lane, driveways, bus stops, and landscaping, and also including new storm drain, utilities, lighting, signals, and other appurtenances 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 365 weather working days from the issuance of the Notice to Proceed issued to the Contractor.

ARTICLE 4  
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of nine million, five hundred thirty thousand seven hundred and ninety-three dollars and fifty-four cents. (\$9,530,793.54)

The Contract Sum is determined as follows:

Base Bid	\$ 8,799,347.76 .
Gross Receipts Tax (8.3125%)	\$ 731,445.78 .
<i>Base Bid plus NMGR</i>	<i>\$ 9,530,793.54 .</i>

#### 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 Four Thousand Dollars (\$4,000) 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, 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, 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 or 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 or 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 Engineering Division P.O. Box 909 Santa Fe, New México 87504-0909
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CONTRACTOR	AUI, Inc. PO Box 9825 Albuquerque, NM 87119-9825
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New Mexico License #: NM Contractors License No. 20617

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 Owner 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:

  12/1/15  
\_\_\_\_\_  
KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, DIRECTOR  
FINANCE DEPARTMENT

32315.572970  
\_\_\_\_\_  
Business Unit/Line Item

CONTRACTOR:  
AUI, Inc

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title of Signer

Date: \_\_\_\_\_

NM Taxation & Revenue CRS No.:  
02-041075-001  
\_\_\_\_\_

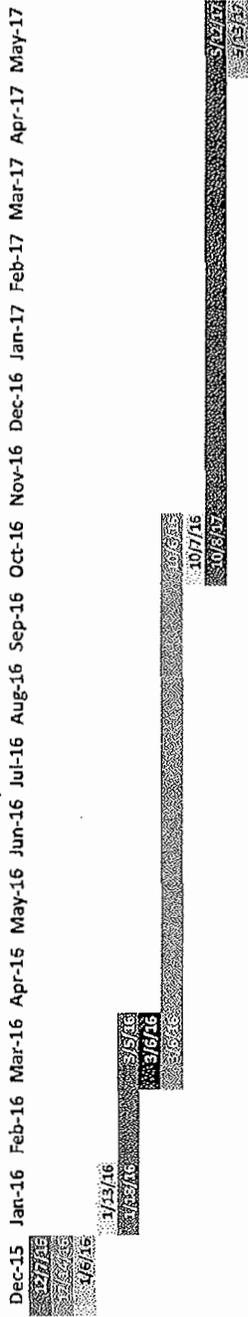
City of Santa Fe Business Reg. No.:  
15-00110130  
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CIP#810A: Cerrillos Rd. Reconstruction Phase IIC - Cam. Carlos Rey to St. Michaels Dr.				Engineer's Estimate		AUI, Inc.		RMCI, Inc.		TLC Plumbing and Utility	
Base Bid				Apparent Low Bidder		2nd Apparent Low Bidder					
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
201000	CLEARING AND GRUBBING	L.S.	1	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 37,700.00	\$ 37,700.00
203000	UNCLASSIFIED EXCAVATION	CU.YD.	25000	\$ 6.50	\$ 162,500.00	\$ 11.00	\$ 275,000.00	\$ 10.00	\$ 250,000.00	\$ 13.60	\$ 340,000.00
203100	BORROW	CU.YD.	3000	\$ 12.00	\$ 36,000.00	\$ 7.70	\$ 23,100.00	\$ 9.00	\$ 27,000.00	\$ 4.00	\$ 12,000.00
203200	SUBEXCAVATION	CU.YD.	3000	\$ 8.00	\$ 24,000.00	\$ 7.60	\$ 22,800.00	\$ 16.00	\$ 48,000.00	\$ 6.00	\$ 18,000.00
203211	UNSTABLE SUBGRADE STABILIZATION	SQ. YD.	40635	\$ 6.00	\$ 243,810.00	\$ 3.00	\$ 121,905.00	\$ 7.40	\$ 300,699.00	\$ 3.50	\$ 142,222.50
207000	SUBGRADE PREPARATION	SQ.YD.	42970	\$ 1.30	\$ 55,861.00	\$ 1.70	\$ 73,049.00	\$ 2.00	\$ 85,940.00	\$ 2.80	\$ 120,316.00
303015	BASE COURSE	SQ.YD.	42590	\$ 7.00	\$ 298,130.00	\$ 5.60	\$ 238,504.00	\$ 6.50	\$ 276,835.00	\$ 7.40	\$ 315,166.00
303140	BASE COURSE 4"	SQ.YD.	380	\$ 4.00	\$ 1,520.00	\$ 37.00	\$ 14,060.00	\$ 6.30	\$ 2,394.00	\$ 35.00	\$ 13,300.00
403600	OPEN GRADED FRICTION COURSE COMPLETE	SQ.YD.	40380	\$ 4.00	\$ 161,520.00	\$ 7.30	\$ 294,774.00	\$ 5.00	\$ 201,900.00	\$ 6.40	\$ 258,432.00
405000	DETOUR PAVEMENT CONSTRUCTION	SQ.YD.	3900	\$ 35.00	\$ 136,500.00	\$ 34.00	\$ 132,600.00	\$ 40.00	\$ 156,000.00	\$ 40.00	\$ 156,000.00
407000	ASPHALT MATERIAL FOR TACK COAT	TON	30	\$ 525.00	\$ 15,750.00	\$ 676.00	\$ 20,280.00	\$ 600.00	\$ 18,000.00	\$ 900.00	\$ 27,000.00
408100	PRIME COAT MATERIAL	TON	77	\$ 475.00	\$ 36,575.00	\$ 620.00	\$ 47,740.00	\$ 575.00	\$ 44,275.00	\$ 500.00	\$ 38,500.00
416000	MINOR PAVEMENT	SQ.YD.	43690	\$ 38.00	\$ 1,660,220.00	\$ 40.00	\$ 1,747,600.00	\$ 44.30	\$ 1,935,467.00	\$ 42.40	\$ 1,852,456.00
502030	DRILLED SHAFT FOUNDATION 30" DIAMETER	LIN.FT.	130	\$ 150.00	\$ 19,500.00	\$ 100.00	\$ 13,000.00	\$ 92.00	\$ 11,960.00	\$ 109.00	\$ 14,170.00
502036	DRILLED SHAFT FOUNDATION 36" DIAMETER	LIN.FT.	64	\$ 275.00	\$ 17,600.00	\$ 137.00	\$ 8,768.00	\$ 125.00	\$ 8,000.00	\$ 150.00	\$ 9,600.00
502042	DRILLED SHAFT FOUNDATION 42" DIAMETER	LIN.FT.	64	\$ 400.00	\$ 25,600.00	\$ 193.00	\$ 12,352.00	\$ 175.00	\$ 11,200.00	\$ 210.00	\$ 13,440.00
502054	DRILLED SHAFT FOUNDATION 54" DIAMETER	LIN.FT.	15	\$ 450.00	\$ 6,750.00	\$ 444.00	\$ 6,660.00	\$ 400.00	\$ 6,000.00	\$ 1,125.00	\$ 16,875.00
511000	STRUCTURAL CONCRETE, CLASS A	CU.YD.	81	\$ 530.00	\$ 42,930.00	\$ 744.00	\$ 60,264.00	\$ 500.00	\$ 40,500.00	\$ 615.00	\$ 49,815.00
540060	REINFORCING BARS GRADE 60	LBS.	12240	\$ 1.50	\$ 18,360.00	\$ 1.37	\$ 16,768.80	\$ 1.20	\$ 14,688.00	\$ 1.45	\$ 17,748.00
570XX1	18" CULVERT PIPE	LIN.FT.	1086	\$ 44.00	\$ 47,784.00	\$ 104.00	\$ 112,944.00	\$ 100.00	\$ 108,600.00	\$ 82.40	\$ 89,486.40
570XX2	54" STORM DRAIN	LIN.FT.	490	\$ 100.00	\$ 49,000.00	\$ 178.00	\$ 87,220.00	\$ 220.00	\$ 107,800.00	\$ 209.40	\$ 102,606.00
570XX3	60" STORM DRAIN	LIN.FT.	2520	\$ 120.00	\$ 302,400.00	\$ 207.00	\$ 521,640.00	\$ 250.00	\$ 630,000.00	\$ 210.00	\$ 529,200.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$ 200,000.00	\$ 200,000.00	\$ 165,297.00	\$ 165,297.00	\$ 150,000.00	\$ 150,000.00	\$ 331,190.00	\$ 331,190.00
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 12,157.00	\$ 12,157.00	\$ 5,000.00	\$ 5,000.00	\$ 24,760.00	\$ 24,760.00
606610	TEMPORARY CWB RETAINED BY THE CONTRACTOR	LIN.FT.	2800	\$ 25.00	\$ 70,000.00	\$ 11.00	\$ 30,800.00	\$ 30.00	\$ 84,000.00	\$ 38.00	\$ 106,400.00
606619	RESETTING OF CONCRETE WALL BARRIER	LIN.FT.	2800	\$ 4.00	\$ 11,200.00	\$ 1.10	\$ 3,080.00	\$ 10.00	\$ 28,000.00	\$ 4.90	\$ 13,720.00
608004	CONCRETE SIDEWALK 4"	SQ.YD.	4000	\$ 45.00	\$ 180,000.00	\$ 54.00	\$ 216,000.00	\$ 41.00	\$ 164,000.00	\$ 59.30	\$ 237,200.00
608106	DRIVE PAD 6"	SQ.YD.	1010	\$ 50.00	\$ 50,500.00	\$ 57.00	\$ 57,570.00	\$ 67.00	\$ 67,670.00	\$ 60.70	\$ 61,307.00
608206	CONCRETE MEDIAN PAVEMENT 6"	SQ.YD.	82	\$ 50.00	\$ 4,100.00	\$ 77.00	\$ 6,314.00	\$ 62.00	\$ 5,084.00	\$ 74.65	\$ 6,121.30
608404	CONCRETE MEDIAN PAVEMENT 4" (COLORED AND PATTERNED)	SQ.YD.	2540	\$ 47.00	\$ 119,380.00	\$ 51.00	\$ 129,540.00	\$ 53.00	\$ 134,620.00	\$ 63.50	\$ 161,290.00
609200	HEADER CURB	LIN.FT.	4390	\$ 18.00	\$ 79,020.00	\$ 16.00	\$ 70,240.00	\$ 14.00	\$ 61,460.00	\$ 15.90	\$ 69,801.00
609201	CUT-OFF WALL	LIN.FT.	940	\$ 30.00	\$ 28,200.00	\$ 25.00	\$ 23,500.00	\$ 23.00	\$ 21,620.00	\$ 30.65	\$ 28,811.00
609324	CONCRETE SLOPED CURB AND GUTTER 6" X 24"	LIN.FT.	16	\$ 16.00	\$ 256.00	\$ 22.00	\$ 352.00	\$ 30.00	\$ 480.00	\$ 28.25	\$ 452.00
609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X24"	LIN.FT.	7320	\$ 16.00	\$ 117,120.00	\$ 18.00	\$ 131,760.00	\$ 18.00	\$ 131,760.00	\$ 18.30	\$ 133,956.00
609472	CONCRETE VERTICAL CURB AND GUTTER TYPE D 6"X12"	LIN.FT.	7520	\$ 12.00	\$ 90,240.00	\$ 11.00	\$ 82,720.00	\$ 16.00	\$ 120,320.00	\$ 16.85	\$ 126,712.00
609478	CONCRETE VERTICAL CURB AND GUTTER TYPE D 6"X18"	LIN.FT.	590	\$ 14.00	\$ 8,260.00	\$ 21.00	\$ 12,390.00	\$ 15.00	\$ 8,850.00	\$ 22.35	\$ 13,186.50
609636	CONCRETE VALLEY GUTTER 6"X36"	LIN.FT.	430	\$ 27.00	\$ 11,610.00	\$ 37.00	\$ 15,910.00	\$ 36.00	\$ 15,480.00	\$ 130.00	\$ 55,900.00
609706	CONCRETE LAYDOWN CURB 6"	LIN.FT.	772	\$ 16.00	\$ 12,352.00	\$ 22.00	\$ 16,984.00	\$ 14.00	\$ 10,808.00	\$ 27.40	\$ 21,152.80
618000	TRAFFIC CONTROL MANAGEMENT	L.S.	1	\$ 100,000.00	\$ 100,000.00	\$ 135,000.00	\$ 135,000.00	\$ 70,000.00	\$ 70,000.00	\$ 324,600.00	\$ 324,600.00
621000	MOBILIZATION	L.S.	1	\$ 500,000.00	\$ 500,000.00	\$ 790,000.00	\$ 790,000.00	\$ 572,000.00	\$ 572,000.00	\$ 450,000.00	\$ 450,000.00
623340M	CURB DROP INLET SPECIAL DESIGN (MOD TYPE-B)	EACH	19	\$ 7,400.00	\$ 140,600.00	\$ 10,934.00	\$ 207,746.00	\$ 16,000.00	\$ 304,000.00	\$ 14,200.00	\$ 269,800.00
662XX1	MANHOLE TYPE T-4' DIAMETER	EACH	9	\$ 9,800.00	\$ 88,200.00	\$ 8,552.00	\$ 76,968.00	\$ 17,000.00	\$ 153,000.00	\$ 11,185.00	\$ 100,665.00
663049	PRE-CONSTRUCTION UTILITY SURVEY	L.S.	1	\$ 35,000.00	\$ 35,000.00	\$ 27,556.00	\$ 27,556.00	\$ 160,000.00	\$ 160,000.00	\$ 70,630.00	\$ 70,630.00
663206	WATER SYSTEM	L.S.	1	\$ 470,000.00	\$ 470,000.00	\$ 619,243.00	\$ 619,243.00	\$ 658,000.00	\$ 658,000.00	\$ 570,920.00	\$ 570,920.00
663207	SEWER SYSTEM	L.S.	1	\$ 150,000.00	\$ 150,000.00	\$ 86,391.00	\$ 86,391.00	\$ 90,000.00	\$ 90,000.00	\$ 104,375.00	\$ 104,375.00
664000	LANDSCAPE, COMPLETE	L.S.	1	\$ 460,000.00	\$ 460,000.00	\$ 449,416.00	\$ 449,416.00	\$ 480,000.00	\$ 480,000.00	\$ 645,260.00	\$ 645,260.00
701000	PANEL SIGNS	SQ.FT.	730	\$ 15.00	\$ 10,950.00	\$ 22.00	\$ 16,060.00	\$ 15.00	\$ 10,950.00	\$ 23.75	\$ 17,337.50
701010	EXTRUDED PANEL SIGNS	SQ.FT.	150	\$ 30.00	\$ 4,500.00	\$ 38.00	\$ 5,700.00	\$ 23.00	\$ 3,450.00	\$ 41.25	\$ 6,187.50
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LIN.FT.	1430	\$ 8.00	\$ 11,440.00	\$ 10.00	\$ 14,300.00	\$ 12.00	\$ 17,160.00	\$ 10.75	\$ 15,372.50
701341	OVERHEAD SIGN STRUCTURE, BUTTERFLY TYPE, 24-INCH	EACH	1	\$ 60,000.00	\$ 60,000.00	\$ 44,731.00	\$ 44,731.00	\$ 42,500.00	\$ 42,500.00	\$ 48,135.00	\$ 48,135.00
702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	3	\$ 8,000.00	\$ 24,000.00	\$ 7,960.00	\$ 23,880.00	\$ 8,000.00	\$ 24,000.00	\$ 9,375.00	\$ 28,125.00
702700	TEMPORARY SIGNAL SPAN	L.S.	1	\$ 35,000.00	\$ 35,000.00	\$ 85,000.00	\$ 85,000.00	\$ 50,000.00	\$ 50,000.00	\$ 80,420.00	\$ 80,420.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	1	\$ 100,000.00	\$ 100,000.00	\$ 140,000.00	\$ 140,000.00	\$ 50,000.00	\$ 50,000.00	\$ 61,000.00	\$ 61,000.00
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	LIN.FT.	18647	\$ 0.25	\$ 4,661.75	\$ 0.46	\$ 8,577.62	\$ 0.40	\$ 7,458.80	\$ 0.50	\$ 9,323.50
704754	RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT STRIPE 4"	LIN.FT.	13187	\$ 3.00	\$ 39,561.00	\$ 2.32	\$ 30,593.84	\$ 3.00	\$ 39,561.00	\$ 2.50	\$ 32,967.50
704758	RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT STRIPE 8"	LIN.FT.	57	\$ 6.30	\$ 359.10	\$ 5.60	\$ 319.20	\$ 6.00	\$ 342.00	\$ 6.00	\$ 342.00
704762	RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT STRIPE 12"	LIN.FT.	1275	\$ 9.00	\$ 11,475.00	\$ 7.40	\$ 9,435.00	\$ 9.00	\$ 11,475.00	\$ 8.00	\$ 10,200.00
704764	RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT STRIPE 24"	LIN.FT.	355	\$ 19.00	\$ 6,745.00	\$ 16.30	\$ 5,786.50	\$ 17.00	\$ 6,035.00	\$ 17.50	\$ 6,212.50
704767	RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT MARKING RIGHT ARROW	EACH	8	\$ 250.00	\$ 2,000.00	\$ 204.00	\$ 1,632.00	\$ 270.00	\$ 2,160.00	\$ 220.00	\$ 1,760.00
704768	RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT MARKING LEFT ARROW	EACH	43	\$ 250.00	\$ 10,750.00	\$ 204.00	\$ 8,772.00	\$ 270.00	\$ 11,610.00	\$ 220.00	\$ 9,460.00
704769	RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT MARKING THRU ARROW	EACH	4	\$ 250.00	\$ 1,000.00	\$ 163.00	\$ 652.00	\$ 270.00	\$ 1,080.00	\$ 175.00	\$ 700.00



Cerrillos Road Project Schedule



- Task
- Public Works Committee
- Finance Committee
- Public Utilities Committee
- City Council
- Ramp Up Time
- Notice to Proceed
- Construction in Progress
- Substantial Completion
- Punch List Completion
- Physical Completion