



**ACTION SHEET  
CITY COUNCIL MEETING OF 01/27/10  
ITEM FROM FINANCE COMMITTEE MEETING OF 01/19/10**

**ISSUE:**

14. REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT – SANTA FE RIVER TRAIL PROJECT FROM CAMINO ALIRE TO NM 599; WESTON SOLUTIONS (BRIAN DRYPOLCHER)

**FINANCE COMMITTEE ACTION: APPROVED AS A CONSENT ITEM**

Requested approval of amendment No. 5 to professional services agreement for Santa Fe River Trail project from Camino Alire to NM 599 with Weston Solutions in the amount of \$36,060.57 plus gross receipts tax. Funds are available in the project fund.

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR WURZBURGER	x		
COUNCILOR CALVERT	x		
COUNCILOR CHAVEZ	Absent		
COUNCILOR DOMINGUEZ	x		
CHAIRPERSON ORTIZ			

DISK fc1/fcmissue

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, JANUARY 11, 2010**

**ITEM 7**

CIP PROJECT NO. 500 AND 500A, SANTA FE RIVER TRAIL PROJECT: CAMINO ALIRE TO NM 599- AMENDMENT NO. 5

- REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT WITH WESTON SOLUTIONS, FORMERLY RESOURCE TECHNOLOGY, INC. (RTI) IN THE AMOUNT OF THIRTY-SIX THOUSAND, SIXTY DOLLARS AND 57 CENTS (\$36,060.57) PLUS APPLICABLE GROSS RECEIPTS TAX (**BRIAN DRYPOLCHER**)

**PUBLIC WORKS COMMITTEE ACTION: APPROVED ON CONSENT**

**SPECIAL CONDITIONS OR AMENDMENTS:**

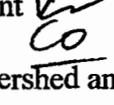
VOTE	FOR	AGAINST	ABSTAIN
<b>CHAIRPERSON BUSHEE</b>			
<b>COUNCILOR TRUJILLO</b>	X		
<b>COUNCILOR ROMERO</b>	X		
<b>COUNCILOR CHAVEZ</b>	ABSENT		
<b>COUNCILOR CALVERT</b>	X		

# City of Santa Fe, New Mexico

# memo

**DATE:** December 1, 2009

**TO:** Public Works, CIP and Land Use Committee

**VIA:** Robert Romero, Director, Public Works Department   
Chris Ortega, Director, Engineering Division   
Leroy N. Pacheco, Section Supervisor, River, Watershed and Trails 

**FROM:** Brian Drypolcher, Projects Administrator, Engineering Division 

**ISSUE:**

CIP Project No. 500 and 500A, Santa Fe River Trail Project: Camino Alire to NM 599 – Amendment No. 5.

- Request for approval of Amendment No. 5 to Professional Services Agreement with Weston Solutions, formerly Resource Technology, Inc. (RTI) in the amount of thirty-six thousand, sixty dollars and 57 cents (\$36,060.57) plus applicable gross receipts tax.

Business Unit and Line Item 32755.572960

**SCOPE OF WORK:**

Weston Solutions, Inc. shall provide additional services for design and engineering for development and stabilization of the Santa Fe River Trail from Camino Alire to Camino Carlos Rael. The additional services provided shall be as described in the attached letter and supporting documents from Weston Solutions, Inc. to the City of Santa Fe dated November 4, 2009.

**SUMMARY:**

On December, 14, 2006, the City Council approved the contract between RTI in the amount of \$274,138.58 to provide planning and design services for the City and County with regard to CIP Project 500 – Santa Fe River Trail Project: Camino Alire to NM 599.

On September 13, 2007, City Council approved Amendment No. 1 in the amount of \$125,622.60 amending the scope of the project and authorizing RTI to add *final* design documents for five miles of trail and river corridor restoration between Camino Alire and Siler Road.

On January 18, 2009, the City Manager approved Amendment No. 2 extending the term of this Agreement to June 30, 2009.

In April, 2009, the City Manager approved Amendment No. 3 directing RTI to increase the scope of the project by fast-tracking the trail construction documents from Camino Alire to Ricardo Road in the amount of \$15,317 and to extend the term of the Agreement to July 31, 2009.

In September of 2009, Amendment No. 4 was approved in order to compensate RTI for construction observation services including participation in progress meetings, site visits, clarifications, field changes and as-built plan set preparation for the Santa Fe River Trail from Camino Alire to Ricardo Road. In addition to increasing compensation by \$23,560.00, Amendment No. 4 also formalizes the assignment of the contract to Weston Solutions, Inc. Weston Solutions, Inc, with offices in Albuquerque, has acquired Resource Technologies, Inc.

Amendment No. 5 is required in order to compensate Weston Solutions, Inc. for additional services as described in the attached letter from Weston Solutions, Inc. to the City of Santa Fe dated November 4, 2009. Amendment No. 5 increases the amount of compensation by \$36,060.57.

**SCHEDULE:**

Santa Fe River Trail development, and associated channel stabilization, is a multi-phase, multi-year program. Phase 1 of trail construction was completed in mid-summer of 2009; Phase 2 of trail construction has commenced and will be substantially complete in May of 2010. Phase 3 of trail development, which includes the channel stabilization work, will commence in the spring of 2010 and will be completed in late 2011.

**BUDGET:**

Sufficient Funds are available in Business Unit and Line Item 32755.572960.

**ACTION:**

Please recommend approval of Professional Service Agreement Amendment No. 5 to the Finance Committee and to the full City Council as requested herein.

Attachments:      Summary of Contracts  
                         PSA Amendment No. 5  
                         Original PSA between RTI and the City  
                         PSA Amendments 1, 2, 3 and 4  
                         Letter and supporting documents from Weston Solutions, Inc. to City of Santa Fe dated  
                         November 4, 2009

xc:      Tony Martinez, Finance Analyst  
            Bobbi Mossman, Public Works

**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 December 14, 2006 (the "Agreement"), between the City of Santa Fe (the "City") and Weston Solutions, Inc. (the "Contractor") formerly known as "Resource Technology, Inc.". 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 design services for river trail construction and associated river corridor stabilization along the Santa Fe River corridor from Camino Alire to Siler Road Crossing.

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 is amended to add a new paragraph A, (6) to the Agreement so that Article 1, paragraph A, (6) reads as follows:

(6) Contractor provide construction documents for Fast-Track Pilot Project, Phase 1; additional coordination meetings with Army Corps of Engineers; multiple submittals at 30% review level; Conditional Letter of Map Revision and Letter of Map Revision (CLOMR and LOMR for FEMA documentation); additional field surveys; and additional trail schematic design (Camino Carlos Rael to Siler Rd.) as described in

the letter and supporting documents addressed from the Contractor to the City dated November 4, 2009. See Exhibit "A" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-six thousand sixty dollars and fifty-seven cents (\$36,060.57) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four hundred and seventy-four thousand six hundred and ninety-eight dollars and seventy-five cents (\$474,698.75) plus applicable gross receipts taxes in total for the term of the Agreement.

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 date set forth below.

CITY OF SANTA FE:

\_\_\_\_\_  
DAVID COSS, MAYOR

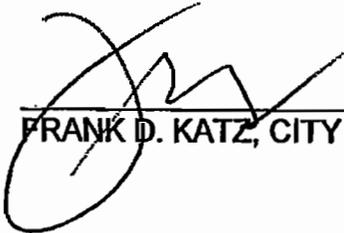
\_\_\_\_\_  
DATE:

ATTEST:

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

APPROVED AS TO FORM:

CONTRACTOR:  
WESTON SOLUTIONS, INC.

  
\_\_\_\_\_  
FRANK D. KATZ, CITY ATTORNEY

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DATE

APPROVED:

NM Taxation & Revenue CRS  
#01-168547-006

\_\_\_\_\_  
DAVID N. MILLICAN,  
FINANCE DIRECTOR

City of Santa Fe Business Reg.  
#09-00040616

Business Unit/Line Item: 32755/572960



Weston Solutions, Inc.  
5501 Jefferson NE, Suite 200  
Albuquerque, New Mexico 87109  
505-243-7300 Fax 505-243-7400  
www.westonsolutions.com

Exhibit A

November 4, 2009

Mr. Brian Drypolcher, Project Administrator  
River, Watershed and Trails Section - Engineering Division  
P.O. Box 909  
Santa Fe, NM 87504-0909

RE: Santa Fe River Trail Additional Services Authorization Request

Dear Brian:

As you are no doubt aware by now, the Santa Fe River Trail project has undergone many twists and turns since the beginning of our involvement in 2006, not to mention its inception five years prior. Since our contract was signed, there have been four project managers, with varying priorities and levels of involvement. The scope and focus of our involvement changed significantly after the RFP was issued and we were selected, through the combination of our effort with that of the larger US Army Corps of Engineers (USACE) watershed study. Significant time elapsed between our selection and the approval of our contract, due to the complexities of the negotiations with the Corps of Engineers and ensuing attempts to avoid overlap in our respective scopes of work. Largely as a result of those initial delays, we were directed to change our focus on several occasions, in order to meet priorities of the City administration.

The project was originally intended to comprise a Master Plan and provision of construction documents for two Pilot Project phases: Phase 1 from Camino Alire downstream to the pedestrian bridge at Frenchy's Field (Camino Carlos Rael), and Phase 2 from Carlos Rael to the future Siler Rd. bridge. To recap our contract to date, the base contract included the Master Plan and preliminary design of the channel and trail from Camino Alire to Carlos Rael. Amendment #1 to the contract included completion of construction documents for both of the original two phases of trail and channel design. At about the 60% completion level of the first set of construction documents, the City requested a "fast track" construction set for a trail segment that could be completed under an on-call construction contract. This, then, became "Phase 1" of the Pilot Project. Shortly thereafter, due in part to difficulties reaching consensus between Public Works and the River Commission on proposed river restoration treatments, a second "fast track" construction package was requested, to complete the trail between Camino Alire and the Phase 1 fast-track trail segment. That became Phase 2, which is currently under construction. Phase 3, now, has become the remainder of the trail between Santa Fe River Rd. and the bridge at Frenchy's along with all of the channel work in that upstream reach between Camino Alire and Camino Carlos Rael. The upcoming Phase 4 of the Pilot Project will carry the trail and channel improvements from Frenchy's Field down to the Siler Rd. crossing, within the County portion of the project.

Since no final Scope of Work was ever issued to us (presumably due to timing of the changes in project management), we have been proceeding based on the task breakdown provided with our fee estimate. Nonetheless, we have done our best to accommodate all of the requests made by the City over the course of the project, including additional items from the RFP that were never discussed during contract negotiations. However, those additional costs have risen to the point where they are affecting our ability to complete the remainder of the contract. Weston is hereby requesting Additional Services authorization and payment for work that has been requested by the City of Santa Fe which falls outside of our existing contract scope. Some of this work has already been completed in order to keep things



moving and meet the City's desired timeframes; others will be necessary to complete the final phases of the Pilot Project. The additional tasks agreed to at our November 25, 2008 meeting with Rachel Friedman and Colleen Baker are itemized below. Supporting documentation is attached.

- 1. Fast-Track Pilot Project, Phase 1.** RTI (now Weston) prepared an additional set of construction documents for an 1850-foot section of the trail along Santa Fe River Road for construction under a City on-call contract. This involved breaking the trail alignment and digital terrain model into three separate pieces, creating a new set of construction documents, developing a separate cost estimate, and undergoing several additional rounds of City review. Total cost for the additional work: **\$16,577.32.**
- 2. Additional coordination meetings with Army Corps of Engineers.** We had originally budgeted 8 hours (assuming a maximum of four meetings) for coordination meetings with the USACE regarding their companion study. However, their project protocol required us to attend monthly meetings for almost two years, resulting in a significant additional time commitment on our part. We have attached a summary of our total time expended for those coordination meetings. After subtracting the original 8-hour budgeted amount, we are requesting an additional **\$2,178.00** in compensation for completion of that coordination.
- 3. Multiple submittals at 30% review level.** Due to differing expectations of various reviewers and lack of specific guidance in the contract, RTI was required to make three separate submittals at the 30% level. Our initial submittal was understood to be for use by the City in easement negotiations and other meetings with landowners. Because of technical difficulties with the printing and reproduction of the plan sets (background topo was illegible), RTI agreed to reprint and resubmit the plans at our (and the printer's) expense. We also incorporated some additional requested information in that resubmittal in order to more clearly meet what we understood to be the City's needs. The contract states that plans are to be completed to City of Santa Fe standards, but does not identify those standards. Since the contract also did not specifically call for a 30% plan submittal (only Preliminary and Final Design phases, which typically correlate with 60% and 90% completion levels), we assumed that the information requested by the City's Project Manager met our contractual requirement. However, it wasn't until after we had made our second submittal that we were informed that the City Public Works Department required that we meet NMDOT standards, necessitating a third formal submittal at the 30% level. This not only caused additional effort and expense on our part, it also set us back significantly in being able to meet our original schedule. Therefore we are requesting compensation in the amount of **\$3,581.25** for the additional effort necessary to make the plans compliant with NMDOT submittal standards at the 30% submittal level.
- 4. LOMR/CLOMR.** According to our initial discussions and agreement with Janine Johnston (original Project Manager), RTI/Weston would only complete a FEMA LOMR/CLOMR documenting changes to the floodplain if the City determined it to be necessary (*ref. Section 4 of the Agreement, pg. 23 of 51, "Final Drainage/Floodplain Report"*). Based on our most recent meeting, our understanding is that the City would like Weston to prepare that documentation. Total cost for preparing the LOMR/CLOMR applications and documentation for the Camino Alire



to Camino Carlos Rael reach: **\$10,213.00**. Please note that this fee does not include costs for responding to FEMA questions/comments during the application review process. If such are required, we reserve the right to negotiate additional compensation, as needed.

5. **Recoup omitted fees for "Additional Trail Schematic Design (Carlos Rael to Siler)."** RTI's original fee estimate for Contract Amendment #1 included tasks necessary to carry the schematic design for the River Trail from Carlos Rael to Siler Rd. as part of what is now Phase 4 of the project. However, through a formula omission on the spreadsheet, the fees for those tasks were not included in the total amount authorized by the City for that amendment. This fact was pointed out to the interim project manager, but he was unable to address the matter at that time, since it would have to go back through several committees and the City Council. This work will be necessary for the completion of the final phase of the Pilot Project, and has not yet been undertaken. Therefore we are requesting that one-half of the previously-requested \$3,672.00 be included with this authorization, in the amount of **\$1836.00**. (The County has already approved the other half of this request.)
6. **Additional Field Surveys.** During Phase 1 of the project, RTI/Weston arranged for a topographic survey of the full Pilot Project reach, from Alire to Siler. This data was combined with a boundary survey commissioned by the City for the area between Camino Alire and Camino Carlos Rael to form the base drawings for the Phase 1 and 2 construction documents. However, during the design process we realized that that level of information was insufficient to design pipe outfall protection and adequately locate the existing sanitary sewer within the project area. At RTI's request, Dawson Survey conducted additional field work to verify manhole and pipe outfall locations east of Carlos Rael, which were then incorporated into the base drawings. Dawson has since requested additional compensation in the amount of **\$1,675.00**, stating that the work was not included in their original proposal.

The overall total for these additional requests is **\$36,060.57**. Thank you in advance for your assistance in processing this request. Please let me know if you need any additional information at this time. We look forward to continuing our collaboration on this important project.

Sincerely,  
Weston Solutions, Inc.

Robert M. Oberdorfer, RLA  
Senior Landscape Architect

(attachments submitted separately)

# Resource Technology, Inc.

5501 Jefferson NE, Suite 200  
 Albuquerque, NM 871093475  
 Tel: (505) 243-7300 Fax: (505) 243-7400  
 rti@rtiabq.com  
 rtiabq.com

## Project Time Records

Printed on: 1/5/2009  
 Page 1 of 3

Project ID: 06-350.3A3:  
 Project Name: SF River Trail: Fast Track Pilot Project

TEDATE	PROJECTID
7/24/2008 to 8/15/2008	06-350.3A3: to 06-350.3A3:

Day	Date	Emp ID	Activity ID	Description	A-Hrs	B-Hrs	Amount	Billable
Thur	7/24/2008	CTP	PROJ:11	Drafting/CAD/Graphics	7.25	7.25	\$471.25	Yes
Mon	7/28/2008	CTP	PROJ:11	Drafting/CAD/Graphics	9.50	9.50	\$617.50	Yes
Tues	7/29/2008	CTP	PROJ:11	Drafting/CAD/Graphics	6.00	6.00	\$390.00	Yes
Wed	7/30/2008	CTP	PROJ:11	Drafting/CAD/Graphics	6.00	6.00	\$390.00	Yes
Thur	7/31/2008	CTP	PROJ:11	Drafting/CAD/Graphics	6.00	6.00	\$390.00	Yes
Fri	8/1/2008	CTP	PROJ:11	Drafting/CAD/Graphics	2.00	2.00	\$130.00	Yes
Mon	8/4/2008	CTP	PROJ:11	Drafting/CAD/Graphics	3.00	3.00	\$195.00	Yes
Tues	8/5/2008	CTP	PROJ:11	Drafting/CAD/Graphics	5.25	5.25	\$341.25	Yes
Wed	8/6/2008	CTP	PROJ:11	Drafting/CAD/Graphics	7.25	7.25	\$471.25	Yes
Thur	8/7/2008	CTP	PROJ:11	Drafting/CAD/Graphics	7.75	7.75	\$503.75	Yes
Fri	8/8/2008	CTP	PROJ:11	Drafting/CAD/Graphics	4.25	4.25	\$276.25	Yes
Fri	8/8/2008	CTP	PROJ:11	Drafting/CAD/Graphics	3.25	3.25	\$211.25	Yes
Mon	8/11/2008	CTP	PROJ:11	Drafting/CAD/Graphics	7.25	7.25	\$471.25	Yes
Tues	8/12/2008	CTP	PROJ:11	Drafting/CAD/Graphics	1.50	1.50	\$97.50	Yes
Wed	8/13/2008	CTP	PROJ:11	Drafting/CAD/Graphics	6.50	6.50	\$422.50	Yes
Thur	8/14/2008	CTP	PROJ:11	Drafting/CAD/Graphics	8.75	8.75	\$568.75	Yes
Fri	8/15/2008	CTP	PROJ:11	Drafting/CAD/Graphics	2.00	2.00	\$130.00	Yes
Fri	8/15/2008	CTP	PROJ:11	Drafting/CAD/Graphics	5.50	5.50	\$357.50	Yes
<b>CTP</b>					<b>99.00</b>	<b>99.00</b>	<b>\$6,435.00</b>	
Wed	8/13/2008	EVD	PROJ:02	Internal Project Coordination/Meet	1.50	1.50	\$187.50	Yes
Thur	8/14/2008	EVD	PROJ:10	Design	2.00	2.00	\$250.00	Yes
Fri	8/15/2008	EVD	PROJ:10	Design	1.50	1.50	\$187.50	Yes
<b>EVD</b>					<b>5.00</b>	<b>5.00</b>	<b>\$625.00</b>	
Thur	7/24/2008	JCM	PROJ:13	Quantity Take-off/Cost Estimate	1.00	1.00	\$77.00	Yes
Thur	7/24/2008	JCM	PROJ:01	Background Research/Data Collect	0.50	0.50	\$38.50	Yes
Thur	7/24/2008	JCM	PROJ:01	Background Research/Data Collect	3.00	3.00	\$231.00	Yes
Thur	7/24/2008	JCM	PROJ:01	Background Research/Data Collect	0.50	0.50	\$38.50	Yes
Fri	7/25/2008	JCM	PROJ:14	Specifications	2.75	2.75	\$211.75	Yes
Fri	7/25/2008	JCM	PROJ:01	Background Research/Data Collect	0.25	0.25	\$19.25	Yes
Fri	7/25/2008	JCM	PROJ:13	Quantity Take-off/Cost Estimate	1.00	1.00	\$77.00	Yes
Mon	7/28/2008	JCM	PROJ:14	Specifications	3.75	3.75	\$288.75	Yes
Mon	7/28/2008	JCM	PROJ:14	Specifications	1.00	1.00	\$77.00	Yes
Mon	7/28/2008	JCM	PROJ:01	Background Research/Data Collect	1.75	1.75	\$134.75	Yes
Tues	7/29/2008	JCM	PROJ:11	Drafting/CAD/Graphics	0.50	0.50	\$38.50	Yes
Tues	7/29/2008	JCM	PROJ:01	Background Research/Data Collect	1.25	1.25	\$96.25	Yes
Wed	7/30/2008	JCM	PROJ:14	Specifications	0.75	0.75	\$57.75	Yes
Thur	7/31/2008	JCM	PROJ:12	Technical Writing/Report Preparati	2.00	2.00	\$154.00	Yes
Thur	7/31/2008	JCM	PROJ:18	Travel Time/Deliveries	0.25	0.25	\$19.25	Yes
Thur	7/31/2008	JCM	PROJ:17	Printing/Copying/Binding	0.75	0.75	\$57.75	Yes

# Resource Technology, Inc.

5501 Jefferson NE, Suite 200  
 Albuquerque, NM 871093475  
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 rti@rtiabq.com  
 rtiabq.com

## Project Time Records

Printed on: 1/5/2009  
 Page 2 of 3

Project ID: 06-350.3A3:  
 Project Name: SF River Trail: Fast Track Pilot Project

TEDATE	PROJECTID
7/24/2008 to 8/15/2008	06-350.3A3: to 06-350.3A3:

Day	Date	Emp ID	Activity ID	Description	A-Hrs	B-Hrs	Amount	Billable
Fri	8/8/2008	JCM	PROJ:01	Background Research/Data Collect	0.50	0.50	\$38.50	Yes
		JCM			21.50	21.50	\$1,655.50	
Mon	8/4/2008	KCB	PROJ:03	Subconsultant/3rd Party Coord/Mtg	0.25	0.25	\$18.00	Yes
Wed	8/6/2008	KCB	PROJ:02	Internal Project Coordination/Meet	0.25	0.25	\$18.00	Yes
Wed	8/6/2008	KCB	PROJ:11	Drafting/CAD/Graphics	3.75	3.75	\$270.00	Yes
Thur	8/7/2008	KCB	PROJ:03	Subconsultant/3rd Party Coord/Mtg	0.25	0.25	\$18.00	Yes
Thur	8/7/2008	KCB	PROJ:02	Internal Project Coordination/Meet	0.25	0.25	\$18.00	Yes
Fri	8/8/2008	KCB	PROJ:03	Subconsultant/3rd Party Coord/Mtg	0.25	0.25	\$18.00	Yes
		KCB			5.00	5.00	\$360.00	
Tues	7/29/2008	MDS	PROJ:10	Design	0.50	0.50	\$45.00	Yes
Wed	8/6/2008	MDS	PROJ:10	Design	2.25	2.25	\$202.50	Yes
Thur	8/7/2008	MDS	PROJ:10	Design	3.75	3.75	\$337.50	Yes
Thur	8/7/2008	MDS	PROJ:10	Design	5.00	5.00	\$450.00	Yes
Fri	8/8/2008	MDS	PROJ:10	Design	6.75	6.75	\$607.50	Yes
Mon	8/11/2008	MDS	PROJ:10	Design	1.25	1.25	\$112.50	Yes
		MDS			19.50	19.50	\$1,755.00	
Thur	7/24/2008	RMO	PROJ:13	Quantity Take-off/Cost Estimate	1.50	1.50	\$135.00	Yes
Thur	7/24/2008	RMO	PROJ:10	Design	2.00	2.00	\$180.00	Yes
Fri	7/25/2008	RMO	PROJ:13	Quantity Take-off/Cost Estimate	7.00	7.00	\$630.00	Yes
Mon	7/28/2008	RMO	PROJ:13	Quantity Take-off/Cost Estimate	3.00	3.00	\$270.00	Yes
Tues	7/29/2008	RMO	PROJ:13	Quantity Take-off/Cost Estimate	7.00	7.00	\$630.00	Yes
Tues	7/29/2008	RMO	PROJ:10	Design	1.00	1.00	\$90.00	Yes
Wed	7/30/2008	RMO	PROJ:13	Quantity Take-off/Cost Estimate	4.50	4.50	\$405.00	Yes
Wed	7/30/2008	RMO	PROJ:13	Quantity Take-off/Cost Estimate	1.50	1.50	\$135.00	Yes
Thur	7/31/2008	RMO	PROJ:16	Client/Agency Reviews/Revisions	1.00	1.00	\$90.00	Yes
Thur	7/31/2008	RMO	PROJ:02	Internal Project Coordination/Meet	0.50	0.50	\$45.00	Yes
Thur	8/7/2008	RMO	PROJ:02	Internal Project Coordination/Meet	1.50	1.50	\$135.00	Yes
Thur	8/7/2008	RMO	PROJ:10	Design	2.00	2.00	\$180.00	Yes
Tues	8/12/2008	RMO	PROJ:02	Internal Project Coordination/Meet	0.50	0.50	\$45.00	Yes
Wed	8/13/2008	RMO	PROJ:02	Internal Project Coordination/Meet	0.50	0.50	\$45.00	Yes
Wed	8/13/2008	RMO	PROJ:04	Client Coord/Meetings	2.00	2.00	\$180.00	Yes
Wed	8/13/2008	RMO	PROJ:07	Field Work/Site Visits	1.00	1.00	\$90.00	Yes
Wed	8/13/2008	RMO	PROJ:04	Client Coord/Meetings	1.50	1.50	\$135.00	Yes
Wed	8/13/2008	RMO	PROJ:18	Travel Time/Deliveries	2.00	2.00	\$180.00	Yes
Thur	8/14/2008	RMO	PROJ:10	Design	2.00	2.00	\$180.00	Yes
Fri	8/15/2008	RMO	PROJ:02	Internal Project Coordination/Meet	0.50	0.50	\$45.00	Yes
		RMO			42.50	42.50	\$3,825.00	



ALBUQUERQUE REPROGRAPHICS, INC.  
4716 McLEOD RD, NE  
ALBUQUERQUE, NM 87109  
(505) 884-0862

POSTED  
9/1/09  
INVOICE

Order#: 430045  
Slp#: HOUSE ACCOUNT

Date: 08/18/08  
Time: 07:13:53  
Invoice#: 348786  
Clerk: ERIK G

----- SOLD TO ----- (07390)  
RESOURCE TECHNOLOGY INC  
5501 JEFFERSON BLVD NE  
SUITE 200  
ALBUQUERQUE NM 87109

----- SHIP TO -----  
RESOURCE TECHNOLOGY INC  
5501 JEFFERSON BLVD NE  
SUITE 200  
ALBUQUERQUE NM 87109  
(505) 243-7300

Job Name/Num: 06-350

Work Order #: 71417

ITEM NUMBER	DESCRIPTION	ORDERED	SHIP	BACK	UNIT	PRICE	Q/D	TOTAL-FA	EXT-TOTAL
902-	INITIAL SET PRINTING 1 set of 28(22x34) 154 sq ft	154.0	154.0		SQ. FT.			0.180	27.72
900-	LDC BOND PRINTS 2 sets of 28(22x34) 308 sq ft	308.0	308.0		SQ. FT.			0.100	30.80
910-	LDC SCALE BOND COPIES 1 set of 28(11x17) 42 sq ft	42.0	42.0		SQ. FT.			0.450	18.90
900-	LDC BOND PRINTS 7 sets of 28(11x17) 294 sq ft	294.0	294.0		SQ. FT.			0.100	29.40
976-	LDC STRIP BINDING (PER SET)	11	11		SET	0.500	0.000	0.500	5.50

Notes

8/18/08 800AM CPYLE

Post-It® Fax Note	7871	Date	8-19-08	# of pages	1
To	Cary	From	Diane		
Co/Dept		Co	ART		
Phone #		Phone #	884-0862		
Fax #	243-7400	Fax #			

THANK YOU FOR YOUR ORDER!!!!

RECEIVED BY: [Signature] DATE: 18

DROPPED OFF (DRIVER INITIALS): FL TIME: 740

Payment terms: Net 30 days  
Ship via: Our truck  
Freight terms: No charge

Sale amount\$: 112.32  
 Freight\$: 0.00  
 Handling\$: 0.00  
 NM sales tax\$: 0.00  
 Non taxable\$: 0.00  
 -----  
 Order totals\$: 112.32  
 Deposit\$: 0.00  
 Cash/Trd Tot: 0.00  
 Check\$: 0.00  
 Credit cards: 0.00  
 -----  
 Balance due\$: 112.32

ALBUQUERQUE REPROGRAPHICS, INC.

**SANTA FE RIVER TRAIL CLOMR/LOMR TASK**

**SCOPE OF WORK**

1. Map existing and proposed floodplains.
2. Revise Drainage Report for FEMA requirements.
3. Prepare CLOMR package and submit to City of Santa Fe.
4. Edit as required by City and re-submit to City.
5. Respond to FEMA requests, as needed.
6. Prepare LOMR package after construction is completed, submit to City for review, make edits as required, and re-submit to City.
7. Respond to FEMA, as needed.

**LABOR SCHEDULE**

Task	Senior Staff	Professional Staff	Technical Staff	Clerical Staff	Cost, \$
1	4	16	24	0	\$ 3,656.00
2	2	12	16	4	\$ 2,616.00
3	1	12	4	4	\$ 1,395.00
4	0.5	2	4	2	\$ 612.00
5	Hourly				\$ -
6	2.5	12	6	4	\$ 1,934.00
7	Hourly				\$ -
<b>Total*</b>	<b>10</b>	<b>54</b>	<b>54</b>	<b>14</b>	<b>\$ 10,213.00</b>

\*Not including hourly tasks.

COE / SFRT Mtgs

8/24/06 (Smith Fe)

9/7/06 (Alog.)

10/12/06 (SF)

12/15/06 (SF)

1/18/07 "

2/22/07 "

3/24/07 "

4/26/07 "

7/12/07 "

8/30/07 "

9/10/07 (PLD approval mtg)

11/1/07 (SF)

12/13/07 "

2/27/08 "

3/27/08 "

4/24/08 "

15 mtgs @ 2hr. ea. = 30 hrs.

- 8 budgeted = 22 hrs.

@ \$99/hr. = \$2178.

# Resource Technology, Inc.

Time & Expense Summarized By Project  
For the Period From 4/21/08 through 5/28/08

Project ID		Hours	Amount
<u>06-350.3A1: SF River Trail: CDs - Trail/Alire to Carlos Rael</u>			
	Labor:	19.75	\$1,758.75
	Expenses:		\$0.00
	Total for: 06-350.3A1:		<u>\$1,758.75</u>
<u>06-350.3A2: SF River Trail: CDs - Channel/Alire to Siler</u>			
	Labor:	23.00	\$1,822.50
	Expenses:		\$0.00
	Total for: 06-350.3A2:		<u>\$1,822.50</u>
<u>Grand Total</u>			<u><u>\$3,581.25</u></u>

Additional Submittals @ 30% level to  
bring plans up to DOT level of detail.

---

Carrie Davel <ccd@rtiabq.com>  
To: "CHAPMAN, DAVID A" <dachapman@ci.santa-fe.nm.us>

Tue, Dec 4, 2007 at 9:28 AM

Thanks for the info on the payment.

The \$3762.00 for Schematic Design needs to be added to our request for additional services money. Bob had requested \$116,452 for the additional scope, but there was an error in addition. It should be \$120,214 total. Is it too late to make that change? We have received any po or contract addendum yet.

Thanks for your help.

<sup>^</sup>  
not

(Quoted text hidden) ·

---

Fees originally omitted from Supplemental Agreement #1

**Dawson Surveys Inc.**  
P.O. Box 15817 (2502 Camino Entrada)  
Santa Fe, NM 87592  
(505) 471-6660  
(505) 471-6661 Fax

**COPY**

# INVOICE

MS PAULINA AGUILERA ETON  
RESOURCE TECHNOLOGY INC.  
5501 JEFFERSON BLVD SUITE 200  
ALBUQUERQUE, NM 87109

Invoice#: 15424  
Job#: 7378.

August 27, 2008

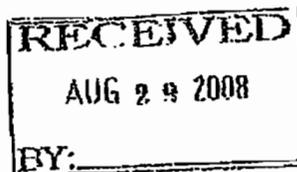
**SANTA FE RIVER TRAIL PROJECT CIP# 500**  
**CAMINO ALIRE, SANTA FE**

- |  |            |
|--|------------|
| 1. TIE CMP ENDS @ SANTA FE RIVER AND MEASURE SLOPE OF PIPE                                     | \$ 1200.00 |
| 2. TIE MANHOLE RIM AND INVERT AT PROPOSED TRAIL, CROSSING SOUTH EAST OF<br>SANTA FE RIVER ROAD | \$ 475.00  |

---

Total this invoice:	\$1,675.00
Credit for Retainer:	\$0.00
7.9375% GRT	\$132.85
Amount Due:	\$1,807.85

---



**PLEASE INCLUDE OUR INVOICE# AND PROJECT# ON YOUR CHECK STUB**

A service charge will be applied to all bills 30 days past due. The rate is 2.0% per month based upon an annual percentage rate of 24% per year.



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

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

- |                          |                          |                             |                                     |
|--------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input 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"/>            |
|                          |                          | CONTRACT AMENDMENT          | <input checked="" type="checkbox"/> |

2 Name of Contractor Weston Solutions, Inc.

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$274,138.58

Termination Date: 1.31.09

Approved by Council Date: 12.13.2006

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

Contract is for: Engineering services for the Santa Fe River Trail project, Camino Alire to NM 599.

Amendment # 5 to the Original Contract# 06-0977

Increase/(Decrease) Amount \$ 36,060.57

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

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

Amendment is for: Compensation for additional services

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

**SEE ATTACHED SPREADSHEET FOR CONTRACT AND AMENDMENTS HISTORY**

 Inclusive of GRT

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

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_



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

Total of Original Contract plus all amendments: \$ SEE ATTACHED HISTORY

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

RFP  RFQ  Sole Source  Other

6 **Procurement History:** See attached Memo, amendments, History of Contracts and Amendments and letters example: (First year of 4 year contract)

7 **Funding Source:** CIP **BU/Line Item:** 32755 / 572960

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Brian Drypolcher Phone # # 955 6840

**Division Contract Administrator:** Sarah Yuma

**Division Director:** Chris Ortega, Engineering Division

**Department Director:** Robert Romero, Public Works Department

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:** Amendments with the current contractor ensure efficiency and continuity; scope of additional services was negotiated to eliminate non-essential services and control cost.

12 **Prior year's contract amount?:** See attached history

13 **Describe service impact from an ongoing commitment to the contractor:** Ongoing commitment ensures continuity of knowledge of the project and efficiency of service.

14 **Why staff cannot perform the work?:** Project requires specialized engineering and professional stamp.

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

16 **Was a Santa Fe company awarded contract? If not, why?:** The RFP proponent - based in Albuquerque - was seen to possess the appropriate team and skills at the time of the award. A number of sub-contractors on the team are based in Santa Fe.

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?:** City Manager

**To be recorded by City Clerk:**

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

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

**Summary of Contracts, Agreements and Amendments, History of Contract and Amendments**  
**History of Contract and Amendments**

Contractor: Weston Solutions, Inc. (formerly Resource Technology, Inc.)  
 Item number: 06-0977 Original contract approved by Council: 12.13.2006

Amount**	Contract #	Termination date	Reason
\$ 274,138.58	Orig. 06-0977	1.31.2009	Design, engineering services; master plan and preliminary design
	<b>Amendment #</b>		
\$ 125,622.60	1 (07-0810)	none given	To add preparation of final design documents to scope of work
	2 (09-0184)	6.30.2009	Amendment made to extend term, no additional fee
\$ 15,317.00	3 (09-0437)	7.31.2009	Extend contract term, increase scope to expedite a trail segment
\$ 23,560.00	4 (09-1040)	7.31.2010	Increase scope, add construction observation services, river trail construction Ricardo Road to Camino Allre
<u>\$ 36,060.57</u>	5	7.31.2010	Provide additional services
\$ 474,698.75			
	A1 total	\$ 399,761.18	
	A3 total	\$ 415,078.18	
	A4 total	\$ 438,638.18	
	A5 total	\$ 474,698.75	

\*\* plus applicable GRT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/02/2009

**PRODUCER**  
MARSH USA INC.  
TWO LOGAN SQUARE  
PHILADELPHIA, PA 19103  
Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360

J25367-ALL-GAWUC-09-10

**INSURED**  
WESTON SOLUTIONS, INC.  
ATTN: SUSAN HIPPI-LUDWICK, RISK MANAGER  
1400 WESTON WAY  
WEST CHESTER, PA 19380

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Commerce And Industry Ins Co	19410
INSURER B: Liberty Mutual Insurance Company	23043
INSURER C: N/A	N/A
INSURER D: American International Specialty Lines Ins Co	26883
INSURER E:	

### COVERAGES

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

INSR ADD'L TR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL 3779410	01/15/2009	01/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N <input type="checkbox"/> OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) if yes, describe under SPECIAL PROVISIONS below	WA2-13D-477160-019	01/15/2009	01/15/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		<b>OTHER CONTRACTORS POLLUTION/ PROFESSIONAL</b>	COPS3779570	01/15/2009	01/15/2010	EACH OCCURRENCE 5,000,000 AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 RE: CONTRACT # 06-0977 SANTA FE RIVER TRAIL PROJECT THROUGH 2010 (OBERDORFER- PM)  
 CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED (EXCEPT FOR WORKERS COMPENSATION AND PROFESSIONAL LIABILITY) AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER** CLE-002441886-02

**CANCELLATION**

CITY OF SANTA FE  
PUBLIC WORKS DEPT.  
ATTN: BRIAN DRYPOLCHER  
PO BOX 909  
SANTA FE, NM 87504-0909

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Mary Radaszewski

*Mary Radaszewski*

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement ~~on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).~~

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ITEM # 09-1040

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

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 14, 2006 (the "Agreement"), between the City of Santa Fe (the "City") and Weston Solutions, Inc. (the "Contractor") formerly known as "Resource Technology, Inc.". 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 design services for river trail construction and associated river corridor stabilization along the Santa Fe River corridor from Camino Alire to Siler Road Crossing.

B. Resource Technology, Inc. ("RTI") has entered into an Asset Purchase Agreement to sell certain assets to Weston Solutions, Inc. ("Weston") (the "Transaction"). It is anticipated that the Transaction will close before August 31, 2009 (the "Closing"). Weston (formerly Roy F. Weston, Inc.) is an environmental, engineering, and construction company with national and international offices, and full design/build capabilities. Weston has maintained an Albuquerque office since 1984 and both RTI and Weston have a successful record of working together in the past.

C. Weston has requested that RTI assign its rights and delegate its obligations under the Agreement to Weston in conjunction with the Closing. In connection with the Closing of the Transaction, and effective only as of Closing, RTI, Weston and the City agree to the following and which is more particularly described in Exhibit "A" attached

hereto and incorporated herein:

1. RTI will remain responsible for all obligations and liabilities under the Agreement attributable to periods before the Closing. Weston shall pay, discharge and perform all obligations and liabilities under the Agreement attributable to actions occurring or conditions occurring after the Closing.

2. From and after the Closing, (a) RTI assigns to Weston all of its rights and obligations under the Agreement; (b) RTI shall not have any further obligations or liabilities to the City for the full and timely performance of the Agreement after Closing.

3. Subject to the Terms and Conditions of this Amendment No. 4, the City consents to RTI's transfer to Weston of RTI's rights and obligations under the Agreement and the other provisions of this letter.

4. All agreements, consents and representations of RTI, City and Weston set forth in this Amendment are conditioned upon, and will become effective only as of the completion of Closing. If the Closing of the Transaction is not consummated, this Amendment No. 4 will terminate and become null and void for all purposes.

D. Weston has also agreed that RTI's staff which was assigned to perform the services under the Agreement shall continue to perform such services.

E. 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 is amended to add a new paragraph A, (5) to the Agreement so that Article 1, paragraph A, (5) reads as follows:

(5) Contractor shall provide occasional construction observation services, including site visits, upon specific request of the City and not to exceed sixteen (16) visits; construction administration; and as-built plans for Santa Fe River Trail construction from Ricardo Road to Camino Alire.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty-three thousand five hundred sixty dollars (\$23,560.00) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four hundred, thirty-eight thousand, six hundred thirty-eight dollars and eighteen cents (\$438,638.18), plus applicable gross receipts taxes in total for the term of the Agreement.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on July 31, 2010, unless sooner pursuant to Article 6, infra.

4. NOTICES

Article 22 of the Agreement is amended to change the name and the addresses of the Contractor, so that Article 22 reads as follows:

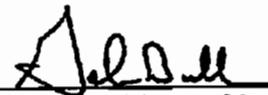
Contractor: Weston Solutions, Inc.,  
3840 Commons Ave., NE  
Albuquerque, NM 87109  
Phone: 505-837-6520

5. 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 date set forth below.

CITY OF SANTA FE:

  
\_\_\_\_\_  
GALEN BULLER, CITY MANAGER  
Date: 9/14/09

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

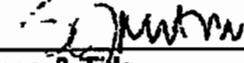
  
\_\_\_\_\_  
DAVID N. MILLICAN, FINANCE DIRECTOR

Business Unit/Line Item 92762.572960  
32755

Resource Technology, Inc.

By:   
\_\_\_\_\_  
Name & Title  
Date: 9/24/09

CONTRACTOR:  
Weston Solutions, Inc.

By:   
\_\_\_\_\_  
Name & Title  
Manager, NM operations

NM Taxation & Revenue CRS  
#01-168547-006  
City of Santa Fe Business Reg.  
#09-00040616

August 3, 2009



5501 Jefferson Blvd. NE, Ste. 200 Albuquerque, NM 87109  
Telephone: (505) 243-7300  
Fax: (505) 243-7400  
E-Mail: rti@rtiabq.com

City of Santa Fe  
Public Works Department  
120 S. Federal Place, Suite 305  
Santa Fe, NM 87501

Re: Professional Services Agreement for the Santa Fe River Project between Resource Technology, Inc. and the City of Santa Fe ("Client") dated December 14, 2006 (the "Contract")

**To Whom It May Concern:**

Resource Technology, Inc. ("RTI") is pleased to announce that we have entered into an Asset Purchase Agreement to sell certain assets to Weston Solutions, Inc. ("Weston") (the "Transaction"). It is anticipated that the Transaction will close before August 31, 2009 (the "Closing"). Weston (formerly Roy F. Weston, Inc.) is a renowned environmental, engineering, and construction company with national and international offices, and full design/build capabilities. Weston has maintained an Albuquerque office since 1984 and both RTI and Weston have a successful record of working together in the past.

Weston has requested that RTI assign its rights and delegate its obligations under the Contract to Weston in conjunction with the Closing. In connection with the Closing of the Transaction, and effective only upon Closing, RTI, Weston and Client agree to the following:

1. RTI will remain responsible for all obligations and liabilities under the Contract attributable to periods before the Closing. Weston shall pay, discharge and perform all obligations and liabilities under the Contract attributable to actions occurring or conditions occurring after the Closing.

2. Attached to this letter as Schedule A is a true, correct and complete copy of the Contract, including all amendments and assignments thereto. The Contract is in full force and effect and has been modified, changed, altered, supplemented or amended as follows: Amendments 1-4 and all pending amendments. From and after the Closing, (a) RTI assigns to Weston all of its rights under the Contract; (b) RTI shall not have any further obligations or liabilities to Client under the Contract other than for periods before the Closing and (c) Weston assumes all obligations and liabilities to Client for the full and timely performance of the Contract after Closing.

**Exhibit "A"**

4. Client consents to RTI's transfer to Weston of RTI's rights and obligations under the Contract and the other provisions of this letter.

5. All agreements, consents and representations of RTI, Client and Weston set forth in this letter are conditioned upon, and will become effective only at the time of, completion of Closing of the Transaction. If the Transaction is not consummated, this letter will terminate and become null and void for all purposes.

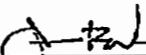
Please confirm your agreement to the above, by signing below and returning a copy of this letter to RTI in the enclosed self-addressed envelope no later than August 6, 2009. An extra copy of this letter is enclosed for your records. If you have any questions regarding the Transaction or the transfer of the Agreement, please contact Elvidio V. Diniz at (505) 243-7300, Jay Williams at (210) 308-4316 or Steve Mitchell at (505) 837-6521. Thank you for your cooperation in this matter.

Sincerely;

Resource Technology, Inc

Weston Solutions, Inc.

By:   
Name: Elvidio Diniz, P.E., D.WRE  
Title: President

By:  E, P.E. V.P.  
Name: Jay Williams, III, P.E.  
Title: Vice President

Acknowledged and agreed to, intending to be legally bound:

\_\_\_\_\_ [CLIENT]

By: \_\_\_\_\_  
Name:  
Title:

Santa Fe River Trail - Fast-Track Bid Package, Phase 2					March 6, 2009
Resource Technology, Inc.					
	EVD	RMO	SMA/JCM	CTP	Totals
<del>Final Construction Documents - Trail Only, Sta. 235+00 to Sta. 300+00 (approx.)</del>					
Additional coordination with City/County	2	8	2	4	16
Set up new sheet set, cover, table of contents, etc.		1		4	5
Adjust/renumber notes and detail references	2	4	8	20	34
Finalize earthwork sections for trail only				6	6
Final field check to quantify trail-specific tree removals		4	4		8
Adjust quantities/tables; prepare new cost estimate		4	4	20	28
QA/QC review, final edits		4	2	12	18
Prepare technical specifications	2	8	4		14
City review and edits		2	4	8	14
Prepare and submit mylars and digital copies	1	1	1	14	17
Subtotal Hours	7	36	29	88	160
Subtotal RTI Design Fees	\$ 952.00	\$ 4,104.00	\$ 2,262.00	\$ 6,160.00	\$ 13,478.00
Direct Costs (printing, copying, mylars, etc.)					\$ 750.00
Subtotal, Construction Document Preparation (Exclusive of NMGR)					\$ 14,228.00
<del>Construction Phase Services - Trail Only, Sta. 235+00 to Sta. 300+00 (approx.)</del>					
Pre-bid/pre-construction meetings with City, Contractor		4	4		8
Provide clarifications and additional info during bidding		4	4	4	12
Construction observation (1 visit per week/16 weeks)*	8	128			136
Prepare field change directives, issue clarifications, etc.		16	16	8	40
Attend final alk-through; assist with punch list	4	8	2		14
Prepare As-Built plan set; submit to City		2	4	4	10
Subtotal Hours	12	162	30	16	220
Subtotal RTI Construction Phase Services	\$ 1,632.00	\$ 18,468.00	\$ 2,340.00	\$ 1,120.00	\$ 23,560.00
Subtotal Design and Construction Observation Fees					\$ 27,788.00
NMGR @ 6.75%					\$ 2,000.00
Total Design Fees					\$ 40,238.00
<del>*Assumes that construction will be completed within four month period. If construction period is extended, additional compensation will be requested.</del>					

# City of Santa Fe, New Mexico

# memo

**DATE:** September 3, 2009

**TO:** Galen Buller, City Manager  
David N. Millican, Director, Finance Department

**VIA:** Robert Romero, Director, Public Works Department *RR*  
Chris Ortega, Director, Engineering Division *CO*  
Leroy N. Pacheco, Section Supervisor, River, Watershed and Trails *LP*

**FROM:** Brian Drypolcher, Projects Administrator, Engineering Division *BD*

**ISSUE:**

CIP Project No. 500 and 500A, Santa Fe River Trail Project: Camino Alire to NM 599 – Amendment No. 4 (original contract #06-0977).

- Request approval of Amendment No. 4 to facilitate the assignment of a Professional Services Agreement (PSA) from Resource Technology, Inc. to Weston Solutions, Inc. Weston Solutions, Inc. has acquired Resource Technology, Inc.
- Request for approval of Amendment No. 4 to Professional Services Agreement with Weston Solutions, Inc. (formerly Resource Technology, Inc.) to increase compensation in the amount of \$23,560.00 plus applicable gross receipts tax.

Business Unit and Line Item 32755.572960

**SCOPE OF WORK:**

Contractor shall provide occasional construction observation services, including site visits, upon specific request of the City and not to exceed sixteen (16) visits; construction administration; and as-built plans for Santa Fe River Trail construction from Ricardo Road to Camino Alire.

**SUMMARY:**

On December, 14, 2006, the City Council approved the contract between Resource Technology, Inc. (RTI) in the amount of \$274,138.58 to provide planning and design services for the City and County with regard to CIP Project 500 – Santa Fe River Trail Project: Camino Alire to NM 599.

On September 13, 2007, City Council approved Amendment No. 1 in the amount of \$125,622.60 amending the scope of the project and authorizing RTI to add *final* design documents for five miles of trail and river corridor restoration between Camino Alire and Siler Road.

On January 18, 2009, the City Manager approved Amendment No. 2 extending the term of this Agreement to June 30, 2009.

In April, 2009, the City Manager approved Amendment No. 3 directing RTI to increase the scope of the project by fast-tracking the trail construction documents from Camino Alire to Ricardo Road in the amount of \$15,317 and to extend the term of the Agreement to July 31, 2009.

Amendment No. 4 is to compensate RTI for construction observation services including participation in progress meetings, site visits, clarifications, field changes and as-built plan set preparation for the Santa Fe River Trail from Camino Alire to Ricardo Road, including a bridge installation. Amendment No. 4 also formalizes the assignment of the contract to Weston Solutions, Inc. Weston Solutions, Inc, with offices in Albuquerque, is in the process of acquiring Resource Technology, Inc.

**SCHEDULE:**

The current contract expires on July 31, 2009, so will need to be extended for another year. Construction is scheduled to begin in September 2009 and will last approximately 6 months. However, construction is not considered complete until seeding is 90% established, which may take the subsequent summer. Therefore, the contract shall be extended until July 31, 2010.

**BUDGET:**

Sufficient Funds are available in Business Unit and Line Item 32755.572960.

**ACTION:**

Please approve Professional Service Agreement Amendment No. 4.

attachments: Summary of Contracts  
PSA Amendment #4  
Letter from RTI re: PSA and Weston Solutions, Inc. acquisition of RTI  
Original PSA between RTI and the City  
PSA Amendments 1, 2, 3  
RTI Fast-Track Bid Package estimate, dated March 6, 2009

---

xc: Tony Martinez, Finance Analyst  
Bobbi Mossman, Public Works



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

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

- |                          |                          |                             |                                     |
|--------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input 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"/>            |
|                          |                          | <b>PSA AMENDMENT</b>        | <input checked="" type="checkbox"/> |

2 Name of Contractor Resource Technologies, Inc. (RTI)

3 Complete information requested  Plus GRT

Inclusive of GRT

Original Contract Amount: \$274,138.58

Termination Date: 1.31.2009

Approved by Council Date: 12.13.2006

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

**Contract is for:** Engineering services for the Santa Fe River Trail Project Camino Alire to NM 599

Amendment # 4 to the Original Contract# 06-0977

Increase/(Decrease) Amount \$ 23,560.00

Extend Termination Date to: 7.31.2010

Approved by Council Date: \_\_\_\_\_

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

**Amendment is for:** Extend term, add construction observation and construction administration services, change contracted legal entity from RTI to Weston Solutions, Inc. due to acquisition

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

**PLEASE SEE ATTACHED SPREADSHEET**

Inclusive of GRT

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

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_



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

Total of Original Contract plus all amendments: \$ \_\_\_\_\_

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

RFP  RFQ  Sole Source  Other

6 **Procurement History:** See attached memo, amendments, History of Contract and Amendments and letter  
example: (First year of 4 year contract)

7 **Funding Source:** CIP **BU/Line Item:** 32755  
~~32702~~ 572960

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Brian Drypolcher Phone # #6840

**Division Contract Administrator:** Sarah Yuma *SY*

**Division Director:** Chris Ortega, Engineering Division *CO*

**Department Director:** Robert Romero, Public Works Director *RR*

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:** A portion of construction management activity will be conducted by city staff. Keeping current contractor on the project provides valuable continuity of service.

12 **Prior year's contract amount?:** See attached history.

13 **Describe service impact from an ongoing commitment to the contractor:** Ongoing service provides for valuable project knowledge and efficient continuity of service.

14 **Why staff cannot perform the work?:** Project requires specialized engineering and professional stamp

15 **If extending contract, why?:** The initiative to construct the river trail and implement river restoration is a sustained, multi-year program.

16 **Was a Santa Fe company awarded contract? If not, why?:** The RFP proponent - based in Albuquerque - was seen to possess the appropriate team and skill set at time of award. A number of sub-contractors on the team are based in Santa Fe.

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

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

**To be recorded by City Clerk:**

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

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

**Summary of Contracts, Agreements and Amendments, History of Contract and Amendments**  
**History of Contract and Amendments**

Contractor: Resource Technology, Incorporated (RTI)  
 Item number: 06-0977 Original contract approved by Council: 12.13.2006

Amount**	Contract #	Termination date	Reason
\$ 274,138.58	Orig. 06-0977	1.31.2009	Design, engineering services; master plan and preliminary design
	Amendment #		
\$ 125,622.60	1 (07-0810)	none given	To add preparation of final design documents to scope of work
	2 (09-0184)	6.30.2009	Amendment made to extend term, no additional fee
\$ 15,317.00	3 (09-0437)	7.31.2009	Extend contract term, increase scope to expedite a trail segment
\$ 23,560.00	4	7.31.2010	Increase scope, add construction observation services, river trail construction Ricardo Road to Camino Alire
<u>\$ 488,638.18</u>			

\*\* plus applicable GRT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/02/2009

<b>PRODUCER</b> MARSH USA INC. TWO LOGAN SQUARE PHILADELPHIA, PA 19103 Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360  J25367-ALL*-GAWUP-09-10	<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> WESTON SOLUTIONS, INC. ATTN: SUSAN HIPP-LUDWICK, RISK MANAGER 1400 WESTON WAY WEST CHESTER, PA 19380	INSURER A: Commerce And Industry Ins Co	19410
	INSURER B: Liberty Mutual Insurance Company	23043
	INSURER C: N/A	N/A
	INSURER D: American International Specialty Lines Ins Co	26883
	INSURER E:	

### COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL 3779410	01/15/2009	01/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WA2-13D-477160-019	01/15/2009	01/15/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		<b>OTHER</b> <b>PROFESSIONAL LIABILITY</b>	COPS3779570	01/15/2009	01/15/2010	EACH OCCURRENCE 1,000,000 AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 RE: CONTRACT # 06-0977 SANTA FE RIVER TRAIL PROJECT THROUGH 2010 (OBERDORFER- PM)  
 CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED (EXCEPT FOR WORKERS COMPENSATION AND PROFESSIONAL LIABILITY) AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER CLE-002441886-03

CANCELLATION

CITY OF SANTA FE PUBLIC WORKS DEPT. ATTN: BRIAN DRYPOLCHER PO BOX 909 SANTA FE, NM 87504-0909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mary Radaszewski
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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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 Resource Technology Inc. (the "Contractor"). The date of this Agreement shall be the date executed by the City.

1. SCOPE OF SERVICES

A. The Contractor shall provide services for the City as follows:

Engineering services for the Santa Fe River Trail Project, Camino Alire/NM 599 ("Project"), in accordance with Exhibit "A", attached hereto and made a part thereof. Contractor shall accomplish these engineering services as follows:

(1) perform the work within the time shown for each Phase of the Project, as shown in the Project Schedule in Exhibit "C", attached hereto and made a part hereof. Time is of the essence, and if the Contractor fails to complete the work for each phase in accordance with the Project Schedule in Exhibit "C", the Contractor agrees to pay the City the amount of one hundred twenty five dollars (\$125) for each day any phase 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.

(2) If the Contractor's services for the project are delayed or suspended in whole or part by the owner for more than one year for reasons beyond the

Contractor's control, the Contractor's fee for remaining work shall be subject to equitable adjustment.

(3) Both parties agree that the Contractor is 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 sixty dollars (\$60) per hour for the time spent by the City checking and verifying the Contractor's work.

(4) The City shall issue to the Contractor a written authorization to proceed with the Project.

## 2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, 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 two hundred seventy four thousand one hundred thirty-eight dollars fifty eight cents (\$274,138.58), plus applicable gross receipts taxes in total for the term of this agreement.

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

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

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 January 31, 2009 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) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

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 Ordinance No. 2003-8 to the extent applicable, passed by the Santa Fe City Council on February 26, 2003, as well as any subsequent changes to the ordinance 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 is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or

other evidence of Contractor's compliance with the provisions of this section 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 of one million dollars (\$1,000,000) per occurrence.

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

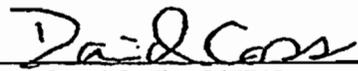
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe: City of Santa Fe,  
Parks, Trails and Watershed Division  
Attn: Janine Johnston, Santa Fe River Coordinator  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

Contractor: Resource Technology, Inc.  
Attn: Robert Oberdorfer, Vice President for Planning and Design  
5501 Jefferson Blvd. NE, Suite 200  
Albuquerque, NM 87109

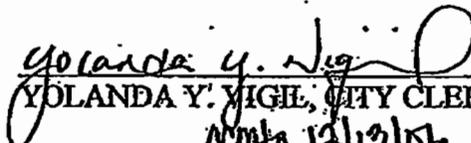
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth  
below.

CITY OF SANTA FE:

  
\_\_\_\_\_  
DAVID COSS, MAYOR

DATE: 12/14/06

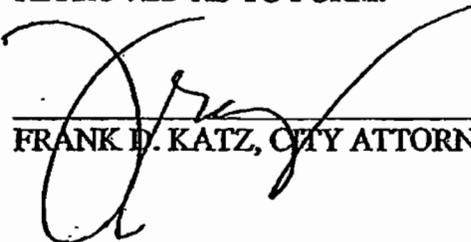
ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
ccmtg 12/13/06

CONTRACTOR:  
RESOURCE TECHNOLOGY, INC.

By:   
\_\_\_\_\_  
Robert Oberdorfer  
Vice President for Planning  
and Design

APPROVED AS TO FORM:

  
\_\_\_\_\_  
FRANK D. KATZ, CITY ATTORNEY

NM Taxation & Revenue  
CRS # 01-158943-00-4  
City of Santa Fe Business  
Registration # 06 13394

APPROVED:

  
KATHRYN I. RAVELING, DIRECTOR  
FINANCE DEPARTMENT

## Exhibit A

### PROJECT PLANNING AND DESIGN CONSIDERATIONS

#### *Corps of Engineers Project Coordination*

Since issuance of the RFP for this project by the City and County, a companion project has been negotiated and is underway in the form of a comprehensive watershed study by the US Army Corps of Engineers. Covering the majority of the Santa Fe River watershed, that study will now include some of the original tasks that RTI had anticipated completing. As such, the scope below reflects a few changes from our original proposed scope. The Corps' watershed study will include a review of existing Hydrology and Hydraulics modeling for the basin, along with such additional analysis as is necessary to determine design storm runoff quantities and volumes for use in our planning and design work. We anticipate that the Corps study will also determine where major storm inflows are generated, and investigating alternative ways of dealing with those flows to reduce overall runoff levels. In order for a naturalized approach to work on the river channel itself, that approach must be implemented farther up the system, long before the water reaches the main river channel. In addition, the Corps study will include an overview of environmental concerns in the study area, as well as an archaeological literature review and coordination with the State Historic Preservation Office. The RTI team will coordinate with those Corps efforts, and will fill in any missing pieces in their broad-scale documentation.

#### *Review of Previous Work*

RTI's team will build on the existing body of planning and design work for the Santa Fe River corridor. The team will start with a critical review of existing plans, identifying what still applies, what has changed, and what may have already been implemented. Our field and literature investigations will focus on more than just the minimum required to fulfill existing regulation requirements, taking into consideration the whole realm of factors from social and cultural impacts to environmental variables such as health of plant and animal communities, condition of the existing river channel, occurrences of threatened and endangered species, wetland communities, and wildlife corridors that exist along the river corridor.

#### *Trail Surfacing*

This project is intended to set standards for trail development along the Santa Fe River. The RTI team will investigate all available surfacing options for cost-effectiveness, in terms of both initial installation and long-term durability and maintenance. Available options include the familiar asphalt and concrete, as well as newer materials including various polymers and stabilizers which could be combined with native soils and/or imported granular material. We will also pursue opportunities for use of recycled materials in both trail surfacing and channel protection.

#### *Trail Location / ROW*

Developing a successful trail involves careful consideration of concerns such as ADA accessibility requirements, steep grades, low bridges, and drainage outfalls. The RTI team will traverse the entire reach on foot, with aerial photographs in hand, looking for difficult connections, right-of-way constraints, and other obstacles which may influence the final location. Once that analysis is completed, then we will begin the process of connecting the dots, and determining suitable alignments throughout the rest of the reach. Given the narrow confines of much of the river, we will work with adjacent landowners to build support and consensus on alignments and access. We will attempt to obtain simple easements where necessary and possible, at no or minimal cost to the City and/or County. In instances where that approach fails, we will assist in negotiations for right-of-way purchase, or will seek alternate routes and connections. In any case, our strong team of local residents, river advocates, and neighborhood activists will utilize every method at our disposal to develop a unified facility that reflects the flavor and culture of Santa Fe.

#### *Channel Stabilization*

The primary determinant of a stable *natural* channel is, quite simply, the grade. As clean water is introduced into the channel

through continued development, the channel will continue to downcut until it reaches either a stable grade ("equilibrium slope") or underlying bedrock. Other factors, such as sinuosity, channel bed material, and flow velocities also figure into the equation, but by and large those are all secondary to the slope of the channel. Essentially, a river is always trying to flatten itself. The downcutting that is evident throughout the study reach is a direct result of the river trying to reach equilibrium slope by reducing the grade difference between its upstream and downstream ends. It has been our experience that an equilibrium grade for a sandy channel of this type is less than one percent. In order to obtain the desired nearly flat equilibrium slope without significantly altering the overall terrain of Santa Fe, we are faced with two options: lengthen the channel, or introduce a series of non-erodible steps or drop structures.

Channel lengthening can only be accomplished by introducing meanders (increasing the channel sinuosity), and as such can only be undertaken in areas where sufficient width is available to accommodate it. Given the numerous physical constraints on the channel, opportunities for this type of modification may be limited. Nonetheless, the RTI team will work within those constraints, as well as pursuing opportunities for increasing available width through establishment of easements or other processes, in order to maximize any opportunities for this approach. In areas where channel lengthening is not possible, we will work to develop naturalistic grade control techniques that will both enhance the visual character of the corridor, and stand up to the potentially destructive flows the river is capable of carrying.

### *Art and Aesthetics*

The desired public art component to this project is not so much about sprinkling "art as artifacts" along the Santa Fe River Trail as it is about treating every aspect of the constructed environment as an opportunity to celebrate the landscape that future users of the trail will enjoy. This means that trails should be aligned to maximize views and heighten the sensation of connection to place. River restoration treatments should be artfully blended into the river morphology. But perhaps most importantly, the community members along the trail should be involved as much as possible in the decision making process about the forms design interventions will take. By doing so the community takes ownership of the Santa Fe River Trail and the river itself, helping to contribute to an enduring legacy of guardianship for the landscape.

Public art in conjunction with community participation can also be viewed in light of its potential to contribute to potential cost savings for this project. Typically when art is introduced into a project, costs increase dramatically. However, a project that harnesses community talents to create unique design details, instead of using art to try and compensate for off-the-shelf material specifications, may actually help contain costs. There is an abundance of local talent in the project area, some of whom have experience working with the City of Santa Fe, that could be used to help design and fabricate necessary items ranging from signs to handrails.

## **WORK PLAN**

### *Public Involvement*

In order for this project to succeed, public involvement cannot be just another part of the process. It must *be* the process. As witnessed by the myriad unfinished trail plans and widely disparate and variably successful attempts at stabilizing the river bed, a piecemeal planning process will not achieve the goals of the City and County for a cohesive trail along the Santa Fe River. We must draw on the collective knowledge and resources of the river community, generate a groundswell of public support, and reach consensus on the best way to deal with any obstacles that may be encountered. The approach described below relies heavily on public involvement to leverage the insights and relationships of our team members with the community to develop a successful trail development and river restoration program.

### *Technical Approach*

The RFP includes a very extensive description of the scope of work required for this project. The RTI team is capable of providing the full package of planning and design services identified, and hereby commits to meeting those requirements. The following list describes how we will go about achieving the desired end result.

## **PHASE I – MASTER PLAN**

### **I. A. Project Initiation**

1. Attend project startup meeting with City and County representatives (Staff), and any other involved parties. Identify priorities, agree on scope and fees, and develop schedule. Establish liaison procedures and create contact list.
2. Internal project setup and team coordination meeting.
3. Collect existing plans, reports, and other documents. Obtain available aerial photography and GIS data from City/County. Conduct background research, and summarize/evaluate existing documentation for relevant design criteria.
4. Prepare project base maps using above data.
5. Establish Technical Advisory/Steering Committee (Tech Team), to be comprised of representatives of affected agencies, as well as other knowledgeable individuals. Hold initial Tech Team meeting to establish/discuss jurisdictional constraints and requirements and any other issues and concerns.
6. Set up project website, to be accessible by general public, via links from City and County websites. This website will be kept up to date with consultant contact information, current project activities, upcoming meetings, etc., and will provide an avenue for direct public feedback on the project.

### **I. B. Existing Conditions Analysis**

7. Field reconnaissance – “On the ground learning” session with Consultant Team, Tech Team, and Staff, to identify problem areas and begin to focus on solutions and connections that can be readily achieved.
8. (omitted)
9. Coordinate with Corps of Engineers hydrology/hydraulics study to determine design flows for study areas. Also identify possible areas where inflows may be reduced through various techniques, to lessen impacts on the river.
10. Prepare and implement Public Involvement Plan to develop interest in the project. This will involve guest editorials and/or public service announcements in local media; direct mailings to selected advocacy and user groups, affected neighborhood associations, and key community representatives; and flyers posted at local community centers and targeted businesses (sporting goods stores, bike shops, nearby nurseries and greenhouses, etc.).
11. Hold a public kick-off “Field Day” meeting, at Frenchy’s Field (or other suitable venue) to introduce the project to residents and property owners. Conduct additional tours with interested public, if desired. Discuss river restoration and trail concepts in general terms, and describe how master plan and subsequent designs might improve the river corridor. Solicit input on public preferences, as well as participation in planning effort via a Community Support Team.
12. Identify stakeholders and organize Community Support Team.
13. Conduct preliminary ownership/right-of-way analysis, utilizing available mapping provided by City and/or County, to determine corridor constraints and areas of missing information. Arrange for additional research or survey work, where necessary.
14. Coordinate with Corps of Engineers environment investigations, and conduct additional investigations as needed for pilot project areas. Conduct localized field surveys to identify plant and animal communities, exotic or “threatened and endangered” species, wetlands, and other areas of concern. Develop summary report and recommendations for project design to minimize impacts to those resources.
15. Summarize existing conditions analysis and submit report for Staff review.

### **I. C. Master Planning**

16. Meet with Tech Team to present Existing Conditions Summary and review comments. Address any issues brought up by Tech Team

or Staff reviews.

17. Design Team Planning Charette -- hold day-long brainstorming session with Consultant Team and any agency reps or Community Support Team members who wish to attend, to explore trail and channel design alternatives.
18. Further develop and evaluate trail; evaluate various combinations for function and cost effectiveness.
19. Further develop and evaluate river channel restoration/treatment alternatives
20. Identify right-of-way constraints for any of the design alternatives, and determine likely acquisition needs.
21. Meet with affected property owners to establish a dialog, and explore opportunities for accommodation of proposed facilities.
22. Compare trail surfacing alternatives; explore site furnishings and amenities that may enhance the trail system.
23. Develop preliminary wayfinding/signage concepts for trail corridor.
24. Prepare presentation graphics to convey information related to above tasks.
25. Hold public meeting/open house to present trail plan alternatives and receive comments. Provide opportunities for attendees to provide both written and graphic feedback.
26. Hold focus group meetings to gain additional input from selected user groups and other stakeholders.
27. Incorporate or otherwise address public comments.
28. Meet with Tech Team and Staff to review progress and discuss final plan approach.
29. Conduct additional neighborhood and property owner meetings, as needed. Whenever possible, hold neighborhood meetings in conjunction with other regularly scheduled meetings of groups such as Rio Vista Neighborhood Association, the Commons, Agua Fria Village Association, Agua Fria MDWCA, San Ysidro Church, and area schools.
30. Determine final recommendations for trail alignment, surfacing, and channel treatments. Prepare related graphics and supporting documentation.
31. Develop preliminary opinion of probable construction cost, taking into account the current bidding climate in Santa Fe.
32. Develop preliminary phasing plan, based on anticipated future funding levels.
33. Prepare Master Plan Map and other related graphics.
34. Host final public meeting (of Phase I) to present master planned schematic design. Incorporate any relevant comments, as appropriate.
35. Prepare Master Plan Report, including documentation of all design decisions, right-of-way acquisition needs, cost estimates, and proposed phasing.
36. Submit Master Plan Report and graphics to Staff and other affected agencies for final review and comment. Make necessary revisions.

## **PHASE II -- PRELIMINARY DESIGN**

### **II. A. Restoration Design Prototypes**

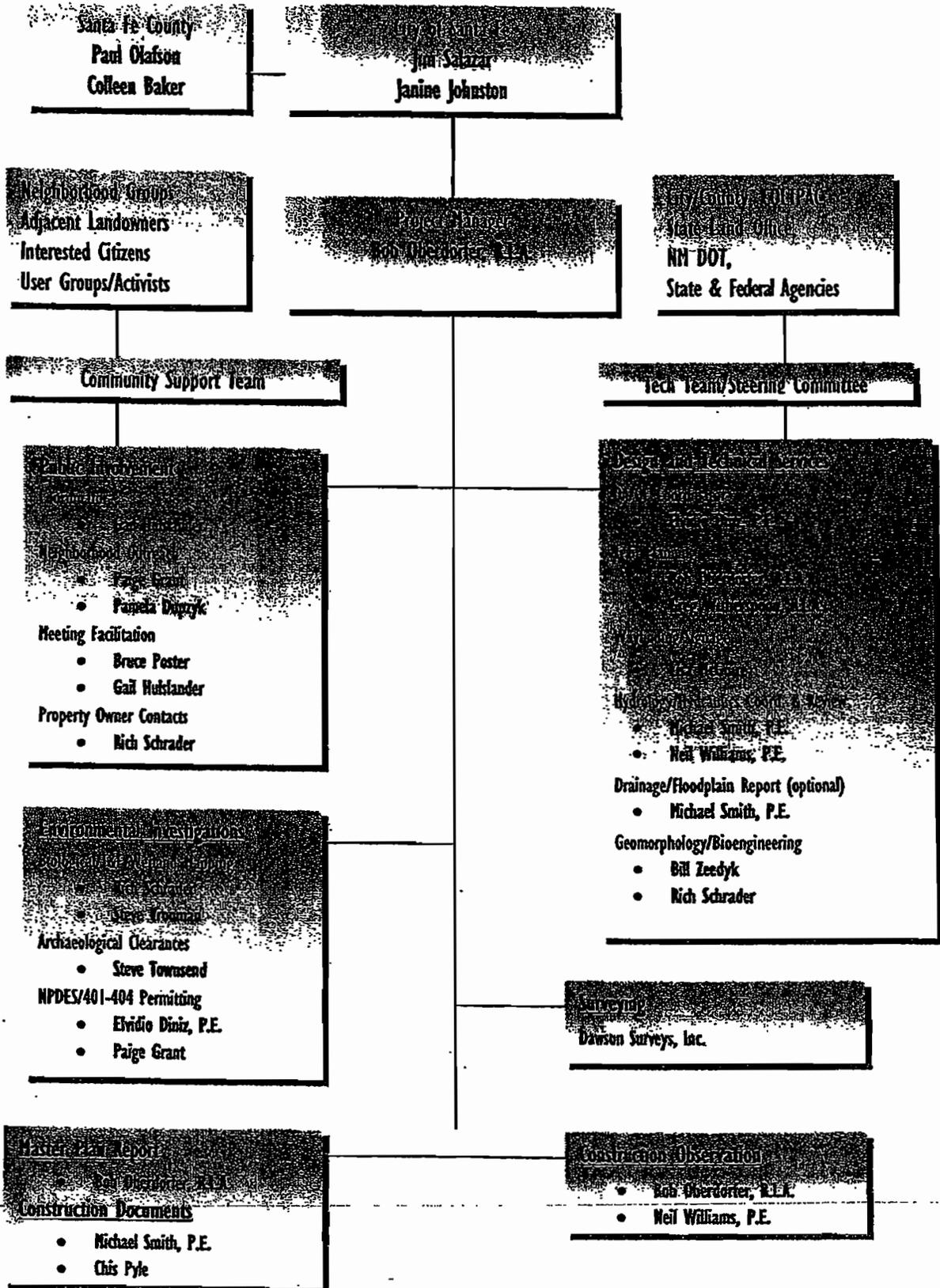
37. Conduct detailed fluvial geomorphological surveys (Rosgen Level II) at three representative locations within the study area.
38. Characterize and map key channel features, including bankfull channel locations, alluvial fans, bedrock dikes, etc., adjacent to proposed trail locations.
39. Develop conceptual stream restoration designs at three key locations with high aesthetic value and potential for ecological improvement.
40. Prepare cost estimates for each restoration type and location.
41. Identify, delineate, and inventory up to three existing or potential wetland sites within the study area.
42. Develop recommendations for future public involvement in river channel enhancement and wetland remediation sites.

### **II. B. Preliminary Design Development**

43. Early in the implementation planning process, the RTI team will identify a logical first phase for implementation of a short reach of trail (up to 1.5 mile length) for design as a pilot project. Preliminary design for this reach will proceed concurrently with the overall master planning effort.
44. Conduct detailed field reconnaissance and site analysis of identified reach. Document existing conditions.
45. Coordinate with City and arrange for preparation of Subsurface Utility Engineering Plan to documents any underground utilities that may be located within the subject reach.
46. If bridges or other structures are anticipated for the pilot project, make arrangements for supplemental geotechnical and structural engineering services.
47. Coordinate preparation of boundary and/or topographic surveying, as needed, under additional services agreement.
48. Coordinate preparation of additional, detailed, archaeological clearances, as needed, for pilot project reach.
49. Develop preliminary plan and profile drawings for trail within pilot project area.
50. Develop preliminary details and sections for trail.
51. Present proposed trail improvements at public meeting, preferably in conjunction with one of the scheduled Master Implementation Planning meetings.
52. Coordinate with Corps of Engineers on specific drainage issues within trail pilot project reach.
53. Prepare preliminary estimate of probable construction cost for trail improvements included in pilot project.
54. Submit plans and estimate for 30% design review by City and County representatives.

Given the uncertainty of existing conditions and potential complexities that may be revealed during the master planning process and preliminary design development, fees for completion of final construction documents, as well as specialty services such as geotechnical and structural engineering, surveying, and archaeological documentation, will be negotiated as the planning and design process progresses.

**Project Organizational Chart**



**EXHIBIT F—**

**Original  
ENGINEERING COST SUMMARY**

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

ENGINEERING COST SUMMARY

PART 1 - GENERAL

1. NAME OF PROJECT: Santa Fe River Trail		2. CIP #: <del>300</del> 406-A	
3. NAME OF CONTRACTOR: Resource Technology, Inc.		4. DATE OF PROPOSAL: 8/24/05	
5. ADDRESS OF CONTRACTOR: 5501 Jefferson NE, Suite 200 Albuquerque, NM 87109		6. TYPE OF SERVICE TO BE FURNISHED: Professional Engineering Services A. WORK ELEMENT: Phase I and Phase II	

PART 2 - COST SUMMARY

BASIC SERVICES

7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Manager	234	34.16	7,993.44	
Principal Engineer	61	43.82	2,673.02	
Senior Engineer	217	34.16	7,412.72	
Asst. Engineer	137	30.71	4,207.27	
Technician	97	24.85	2,410.45	
Clerical	24	12.42	298.08	
<b>DIRECT LABOR TOTAL:</b>				<b>\$24,994.98</b>
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
152%	152%	24,994.98	37,992.37	
<b>OVERHEAD TOTAL:</b>				<b>\$37,992.37</b>
9. FEE OR PROFIT (show rate and base) 15%				<b>\$9,448.10</b>

SUPPLEMENTAL SERVICES

10. SUBCONTRACTS (Identify & purpose)	ESTIMATED COST	
South West Planning and Marketing	27,540.00	
Design Workshop	31,824.00	
Watershed West	33,500.00	
Santa Fe Watershed Association	15,470.00	
River Source	57,912.00	
Bill Zeedyk	10,600.00	
<b>SUBCONTRACTOR TOTAL:</b>		<b>\$176,846.00</b>

11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST	
<b>EQUIPMENT TOTAL:</b>				<b>\$0.00</b>

12. DIRECT	ESTIMATED COST	
A. printing: Printing and Materials	4,000.00	
B. per diem:		
<b>TOTAL:</b>		<b>\$4,000.00</b>

13. OTHER REIMBURSABLE COST	ESTIMATED COST	
Mileage (3,500 miles @ .41/mile)	1,435.00	
<b>OTHER REIMBURSABLE TOTAL:</b>		<b>\$1,435.00</b>
<b>SUBTOTAL ITEMS 7-12:</b>		<b>\$254,716.45</b>

14. GROSS RECEIPTS (7.625%)	\$19,422.13
15. TOTAL PRICE	\$274,138.58

16. SIGNATURE OF PREPARER: <i>Mark V. Ruiz</i>	OWNER'S REVIEW BY	ENGINEERING DIVISION
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**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 December 14, 2007 (the "Agreement"), between the City of Santa Fe (the "City") and Resource Technology 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 river trail and associated river corridor stabilization design up to construction documents along the Santa Fe River Corridor from Camino Alire to Siler Road Crossing 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 is amended to add a new paragraph G to the Agreement so that Article 1, paragraph G reads as follows:

G. Engineering services for the Santa Fe River Trail Project, Camino Alire to NM 599 ("Project"), to add *final* design documents for five miles of trail and river corridor restoration between Camino Alire and Siler Road. See "Exhibit A", attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount

of compensation by a total of one hundred twenty five thousand six hundred twenty two dollars sixty cents (\$125,622.60) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three hundred ninety nine thousand seven hundred sixty one dollars eighteen cents (\$399,761.18), plus applicable gross receipts taxes in total for the term of this Agreement.

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 date set forth below.

CITY OF SANTA FE:

By: David Coss  
DAVID COSS, MAYOR

DATE: 9/13/07

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK  
ccmtg 9/11/07

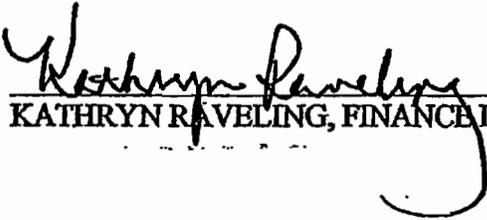
CONTRACTOR:  
RESOURCE TECHNOLOGY, INC.

By: Bob [Signature]  
(Name & Title)

APPROVED AS TO FORM:

  
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

  
KATHRYN RAVELING, FINANCE DIRECTOR

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR PA  
RESOT-1

DATE (MM/DD/YYYY)  
10/19/07

**PRODUCER**  
GMPK  
FAX 505-262-5457  
4407 Lomas NE  
Albuquerque NM 87110  
Phone: 505-265-1313 Fax: 505-262-5457

**INSURED**  
  
Resource Technology Inc  
5501 Jefferson NE Ste 200  
Albuquerque NM 87109

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: CNA Insurance Company	35289
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR ADDL LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2026447086	10/15/07	10/15/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	2091345013	10/15/07	10/15/08	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC266579482	10/15/07	10/15/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 100000 EL DISEASE - EA EMPLOYEE \$ 100000 EL DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate Holder is additionally insured on the general liability coverage.

## CERTIFICATE HOLDER

CITYSF1  
 City of Santa Fe  
 Public Works Dept.  
 David Chapman  
 P. O. Box 909  
 Santa Fe NM 87504-0909

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

*John T. M. M...*

**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 December 14, 2006, the "Agreement"), between the City of Santa Fe (the "City") and Resource Technology, 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 river trail and associated river corridor stabilization design up to construction documents along the Santa Fe River Corridor from Camino Alire to Siler Road Crossing 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. TERM

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5, reads in its entirety as follows:

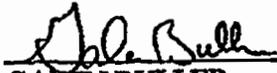
This Agreement shall be effective when signed by the City and terminate on June 30, 2009 unless sooner pursuant to Article 6 below.

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment and Amendment No. 1, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

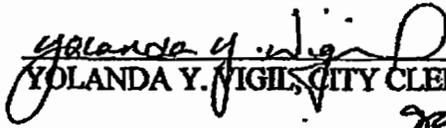
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

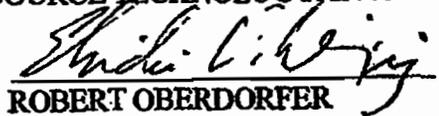
  
\_\_\_\_\_  
GALEN BULLER  
CITY MANAGER

DATE: 1/8/09

ATTEST:

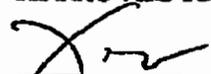
  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:  
RESOURCE TECHNOLOGY, INC.

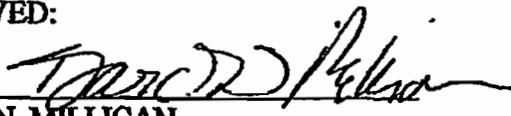
By:   
\_\_\_\_\_  
ROBERT OBERDORFER  
VICE PRESIDENT FOR PLANNING  
AND DESIGN

  
Eusebio V. Diaz  
President.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

  
\_\_\_\_\_  
DAVID N. MILLICAN  
FINANCE DEPARTMENT  
123608DAC

**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 December 14, 2006, the "Agreement"), between the City of Santa Fe (the "City") and Resource Technology, 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 river trail and associated river corridor stabilization design up to construction documents along the Santa Fe River Corridor from Camino Alire to Siler Road Crossing 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifteen thousand three hundred seventeen dollars (\$15,317.00) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four hundred fifteen thousand seventy eight dollars eighteen cents (\$415,078.18), plus applicable gross receipts taxes in total for the term of this Agreement.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so

that Article 5 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and terminate on July 31, 2009, unless sooner pursuant to Article 6 infra.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment and Amendment Nos.1 and 2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

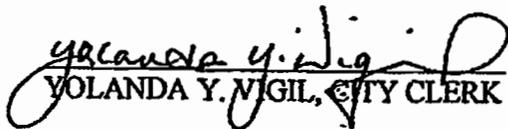
IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

  
\_\_\_\_\_  
GALEN BULLER, CITY MANAGER

Date: 5/11/09

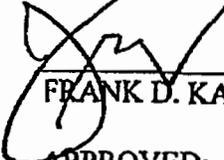
ATTEST:

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

CONTRACTOR:  
RESOURCE TECHNOLOGY, INC.

By:   
\_\_\_\_\_  
(Name & Title)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

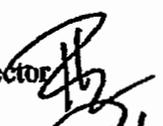
  
\_\_\_\_\_  
DAVID N. MILLICAN, FINANCE DIRECTOR

# City of Santa Fe, New Mexico

# memo

**DATE:** April 24, 2009

**TO:** Galen Buller, City Manager  
David N. Millican, Finance Director 

**VIA:** Robert Romero, Public Works Department Director 

**FROM:** Rachel Friedman, River and Watershed Coordinator 

**ISSUE:**

CIP Project No. 500 Santa Fe River Trail Project: Camino Alire to NM 599 – Amendment No. 3.

- Request for approval of Amendment No. 3 with Resource Technology, Inc. (RTI) in the amount of \$15,317.00 and a time extension of (31) days to July 31, 2009.

**SUMMARY:**

On December, 14, 2006, the City Council approved the contract between RTI in the amount of \$274,138.58 to provide planning and design services for the City and County with regard to CIP Project 500 – Santa Fe River Trail Project: Camino Alire to NM 599.

On September 13, 2007, City Council approved Amendment No. 1 in the amount of \$125,622.60 amending the scope of the project and authorizing RTI to add *final* design documents for five miles of trail and river corridor restoration between Camino Alire and Siler Road.

On January 18, 2009, The City Manager approved Amendment No. 2 extending the term of this Agreement to June 30, 2009.

Amendment No. 3 directs RTI to increase the scope of the project by fast-tracking the trail construction documents from Alto Park to Ricardo Road in the amount of \$15,317 and to extend the term of the Agreement to July 31, 2009.

City Manager  
CIP# 500 – Santa Fe River Trail Project: Camino Alire to NM 599  
Amendment #3  
4/24/09  
Page 2

**SCOPE OF WORK:**

To provide river trail and associated river corridor stabilization design including construction documents along the Santa Fe River Corridor from Alto Park to Ricardo Road.

**SCHEDULE:**

The planning and design services are scheduled to be completed by July 31, 2009.

**BUDGET:**

Funds are available in Santa Fe Rail Trail and River Trail II/Arroyo Chamiso WIP Design: 32755.572960.

**ACTION:**

Please approve Professional Service Agreement Amendment No. 3.

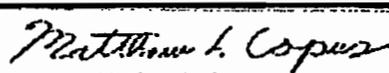
Attachment: Original PSA between RTI and the City  
PSA Amendments 1, 2 and 3

Xc: Tony Martinez, Finance Analyst  
Bobbi Mossman, Public Works

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 06/05/2009
PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703 <b>MICHAEL J. HALL &amp; COMPANY</b> HALL & COMPANY 19660 10TH AVENUE N.E. POULSBORO WA 98370		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
		NAIC #
INSURED <b>RESOURCE TECHNOLOGY INC</b> 5501 JEFFERSON N.E., SUITE 200 ALBUQUERQUE NM 87109		INSURER A: <b>Travelers Casualty and Surety Co of America</b> 31184 INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES													
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSR / ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$								
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE-EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE-POLICY LIMIT</td> <td>\$</td> </tr> </table>	STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE-EA EMPLOYEE	\$	E.L. DISEASE-POLICY LIMIT	\$
STATUTORY LIMITS	OTHER												
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E.L. DISEASE-EA EMPLOYEE	\$												
E.L. DISEASE-POLICY LIMIT	\$												
A	OTHER: PROFESSIONAL LIABILITY CLAIMS MADE FORM	105262065	04/01/09	04/01/10	\$ 1,000,000 PER CLAIM \$ 1,000,000 AGGREGATE								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS  
 RE: Santa Fe River Trail Project  
 Additional insured status is not available on a professional liability policy

<b>CERTIFICATE HOLDER</b> City of Santa Fe Public Works Dept. Parks, Trails and Watershed Division 1142 Siler Road, Building C Santa Fe, NM 87505 Attention:	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  Matthew L. Copus
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**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.