



## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Wilson & Company, Inc., Engineers & Architects** a Kansas corporation ("Contractor"), hereafter collectively the "parties", to be effective for all purposes January 5, 2022 ("Effective Date").

**WHEREAS**, the County required professional licensed engineering services, by an engineer properly licensed in the State of New Mexico, to prepare plans and specifications including but not limited to a Location/Alignment Study, Environmental Documentation consisting of an Environmental Investigation and Assessment, evaluation and report regarding necessary Right of way acquisition(s), development of preliminary and final design plans, specifications, and estimates ("PS&E") and production of Construction Bid Documents necessary to implement public safety and American Disabilities Act ("ADA"), 42 U.S.C. § 12101 *et seq.*, public access improvements to the 0.55 mile section of NM 502 (a.k.a., "Trinity Drive") from Oppenheimer Drive (MP-0.7) to Knecht Street (MP-1.25) (a.k.a., "termini"). Contractor shall also provide to County Construction Engineering and Management services during construction.

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-31 ("RFP") on September 5, 2021, requesting proposals for Engineering Services for the "NM502/Trinity Drive Safety and ADA Improvements" as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated October 19, 2021 ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on January 4, 2022; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:** The services contemplated under this Agreement is for Contractor to study, review, design and prepare plans and specifications to improve vehicular, pedestrian, and bicycle safety along State Road NM 502, also known as Trinity Drive, in Los Alamos County, New Mexico between the cross streets of Oppenheimer Drive and Knecht Street ("Project Area"). Contractor, pursuant to the RFP and Contractor's response, made part of and incorporated by

reference herein, shall deliver the following services (hereafter “Services”). The Services to be provided by Contractor shall be divided into four (4) overall phases. These are: 1) conduct of a Location Study; 2) preparation of preliminary and final design plans and specifications; 3) provision of bidding services resulting from the provision of Services herein; and 4) provision of construction services in relation to the Services provided herein. Each of these phases of the work to be performed, Services, are as follows:

1. **Kick Off Meeting.** Within 15 calendar days the County’s designated Project Manager will coordinate with the Contractor’s Project Manager to schedule a Project Kick-Off meeting. The meeting shall either be in-person, or virtually, as may be agreed to by the parties. If the meeting is in-person, the County will provide a meeting location, where possible, without charge. The purpose of the Project Kick-Off meeting shall be to designate responsible Project team members of the County, Contractor, and any other local, state, or federal representatives, or members of the community as may be applicable (hereafter “Project Team”).
2. **Project Schedule.** During the Project Kick-Off meeting, the parties shall finalize the Project schedule (“Project Schedule”) based on the milestones and timelines as provided in the Contractor’s Proposal, and as found in **Exhibit “A”**. Contractor shall, within 5 business days following the Kick-Off Meeting provide a final Project Schedule to the Project Team members. The Project Schedule can be modified upon mutual written agreement of the parties.
3. **Public Involvement Plan.** As part of the Project Kick-Off Meeting, the Contractor shall propose a draft Public Involvement Plan (“PIP”). Contractor, following the Kick-Off meeting, shall, within 10 business days, shall submit, to the County’s Project Manager a draft PIP with Contractor proposed outreach activities. The County’s Project manager shall submit comments within 5 business days. Contractor shall then provide, within 5 business days, a final PIP to the Project Team. The PIP (one (1) electronic copy) will be submitted to the County for review and concurrence.

#### **4. PHASE I – LOCATION/ALIGNMENT STUDY**

- a. The Contractor, pursuant to the Project Schedule, shall first prepare a Location/Alignment Study. The Location/Alignment Study shall include an assembly, collection, review, and analysis of engineering, right-of-way, traffic, property ownership, drainage, and other data that shall be considered in identifying the need for improvements for the Project Area, and factors that could affect improvement alternatives for the Project. The data to be collected and analyses to be performed shall include but is not limited to:
  1. Existing conditions consisting of geometric features and condition of the existing roadway including travel lanes, sidewalks, curb, driveways, turning lanes, signalization, access, drainage, structures, lighting, and horizontal and vertical alignment;
  2. Collection of traffic volume data (intersection and segment) to support development, analysis and evaluation of alternate options;
  3. Evaluation of Road Safety Audit safety countermeasure recommendations;

4. Research and assessment of traffic data and recommendations regarding the need for turning lanes, number of turning lanes and recommended lengths and managed access treatments, etc. for signalized and non-signalized intersections and driveways;
  5. Drainage investigations, analyses, and recommendations for improvements;
  6. Identification and assessment of existing utilities;
  7. Assessment of available rights-of-way ("ROW") and property ownership;
  8. Assessment of multimodal uses including existing bicycle, pedestrian, and transit uses shall be identified and evaluated;
  9. Assessment of land use and community conditions;
  10. Initial Site Assessment following NMDOT standards shall be prepared for the Project Area and areas adjacent to the Project termini; and
  11. Modify or reconstruct areas of the Project in order to comply with Americans with Disabilities Act ("ADA") requirements.
- b. **Location/Alignment Studies.** Contractor shall prepare a draft Location/Alignment Study. The draft Location/Alignment Study shall be presented to the County's Project Manager for review and comment, pursuant to the Project Schedule. Within XX days the Contractor shall incorporate the comments of the County into the final Location/Alignment Report which shall then be presented to the Project Team.
- c. **Environmental Investigations and Documentation.** Contractor shall conduct, pursuant to the Project Schedule, the necessary environmental investigations and prepare an Environmental Assessment report for the alternatives provided in the final Phase A/B Alternative Analysis Report. The Environmental Investigations and Environmental Assessment Report shall be conducted and include the following:
1. Pursuant to the Project Schedule, Contractor shall provide to the County's Project Manager the termini for addressing environmental concerns on a sufficiently broad scope as related to the Project and Project Area. The County's Project Manager shall affirm the Project's environmental termini or shall provide input for expanding, modifying, or limiting the extent of the environmental reviews. The environmental assessment and related environmental investigations shall be prepared and conducted in accordance with the NMDOT Location Study Procedures, Federal Highway Administration ("FHWA") Technical Advisory T 6640.8A, 23CFR Part 771 and other applicable guidelines and regulations.
  2. **Environmental Investigations.** Contractor shall utilize the following investigation and review criteria, at minimum, in preparation for drafting of the Environmental Assessment:
    - a. Biological surveys conducted by qualified biologists including a biological survey report and biological evaluation for threatened and endangered species and, if necessary, an official Biological Assessment and Evaluation for Endangered Species Act compliance regulatory agency review and approval.

- b. Wetland determination and delineation including, if necessary, a Wetland Delineation Report for regulatory agency review and approval.
  - c. Section 4(f) determination and evaluation including, if necessary, an official 4(f) Determination Report for land management agency and FHWA review and approval including avoidance options, alternative evaluations and measures to minimize harm.
  - d. A visual impact assessment including, if necessary, a separate Visual Impact Assessment Report for County review and approval.
  - e. A noise analysis including, if necessary, a separate Noise Analysis Report for County review and approval.
  - f. An air quality analysis including, if necessary, a separate Air Quality Analysis Report for County review and approval.
  - g. Other surveys, investigations, and analyses may be required, as appropriate, to the project.
3. Contractor's environmental investigations shall include analyses of all issues mandated by the National Environmental Policy Act ("NEPA") as well as other state and federal environmental legislation, including Executive Orders on wetlands, floodplains, and environmental justice concerns. The environmental investigations shall include evaluations of all appropriate alignment and typical section alternatives, including the no-build option and avoidance options. Environmental investigations shall also include, as appropriate, measures to minimize harm, enhancement measures and measures to mitigate impacts. Cultural resource investigations shall include Historic Building Inventories and Tribal Consultations as required by the National Historic Preservation Act, Section 106.
4. Contractor's environmental investigations shall include a cultural resources survey and preparation of a final report that meets all federal and state requirements. Four (4) hard-copies of the final Cultural Resources Survey Report shall be submitted to County. The cultural resources survey shall be conducted by a qualified archaeologist.
5. The National Environmental Protection Act ("NEPA") requirements shall be determined by Contractor in coordination with County and NMDOT given Federal Funding is being utilized for this project. Contractor shall be required to follow the procedures under the current edition of the *NMDOT T/LPA Handbook and Location Study Procedures*.
6. **Environmental Assessment Report.** The Contractor, shall, pursuant to the Project Schedule prepare and present an Environmental Assessment Report ("EA Report"). The EA Report shall include, at minimum, the following elements, parts, sections, and content:
- a. Executive Summary: A brief overview of the project, process, critical issues and conclusions.
  - b. Project Purpose and Need: An explanation of the planning requirements of the Fixing America's Surface Transportation-Act ("FAST").

- c. Project Description: Include discussion of project history and alternatives considered.
- d. Environmental Factors: Discuss environmental factors in proportion to the magnitude of concern of the Project. Critical issues shall be treated in detail and other issues summarized and included by reference:
  - (1) Consistency with land use plans.
  - (2) Socioeconomic issues including discussion of Title VI and environmental justice as appropriate.
  - (3) Right-of-way, land transfers, and relocations.
  - (4) Natural, scenic, and visual resources including, as appropriate, discussion of general project setting, physiography, geology, seismicity, paleontology, and natural landforms.
  - (5) Air quality including, as appropriate, discussion of Clean Air Act, National Ambient Air Quality Standards, Air Quality Control Regions, and the State Implementation Plan.
  - (6) Noise impacts including discussion of the New Mexico State Highway Commission Policy on Noise Abatement.
  - (7) Surface water quality including, as appropriate, discussion of 404 permitting, section 404(b)(1) guidelines and requirements and 401 certifications.
  - (8) Ground water quality including, as appropriate, discussion of detention/retention ponds and consultation with the New Mexico Environment Department Groundwater Bureau, Notice of Intent for a Discharge Plan, as may be applicable.
  - (9) Wetlands including discussion of Executive Order 11990 and, as appropriate, Section 404 permitting and 401 certifications under the Clean Water Act.
  - (10) Flood plains including discussion of Executive Order 11988 (May 1977).
  - (11) Wildlife resources and wilderness areas including, as appropriate, discussion of Migratory Bird Treaty Act, Wild and Scenic Rivers Act, the Wilderness Act, consultation with management and regulatory agencies, etc.
  - (12) Threatened and endangered species including discussion of the Endangered Species Act and Section 7 consultation with the US Fish and Wildlife Service.
  - (13) Soils and vegetation including, as appropriate, discussion of the National Pollutant Discharge Elimination System, storm water pollution prevention plan, best management practices, etc.

- (14) Farmland issues including, as appropriate, discussion of consultation with the Natural Resources Conservation Service and the Farmland Conversion Impact Rating ("FCIR").
  - (15) Historic and cultural resources including discussion of the National Historic Preservation Act and consultation with the State Historic Preservation Officer.
  - (16) Section 4(f) and Section 6(f) properties.
  - (17) Utility adjustments.
  - (18) Hazardous materials including, as appropriate, discussion of the Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), underground storage tanks, initial site assessments and other investigations consistent with the NMDOT Hazardous Material Assessment Handbook and other applicable guidance.
  - (19) Construction impacts.
  - (20) Noxious weeds.
  - (21) Pedestrians, cyclists and equestrians.
  - (22) Secondary and cumulative impacts.
  - (23) Irreversible and irretrievable commitment of resources.
  - (24) Relation between short-term use of the human environment and maintenance of long-term productivity.
  - (25) Summary of environmental impacts.
  - (26) Environmental commitments and mitigation measures.
  - (27) Public involvement and agency coordination including discussion of the Public Involvement Plan, citizen advisory committees, cooperating agencies, etc.
  - (28) References and list of preparers.
7. The EA Report shall include a description of the purpose of the assessment; the need for the Project; Project history; analysis of a range of alternatives including no-build evaluation; impacts to the natural and human environment; appropriate mitigation measures; public involvement, and coordination with federal, state, city, and county agencies, railroad companies and other entities.
8. The EA Report shall include the required environmental assessment, environmental investigations, agency coordination, and public involvement. The EA Report must address the potential for environmental impacts. Documents submitted to County which are incomplete as determined by the County's Project Manager shall not be reviewed. Documents that are complete shall be reviewed once and comments made to Contractor. Complete documents shall have a comprehensive discussion of purpose and need, alternatives as appropriate and environmental investigation.

9. The environmental documents and reports submitted to County are subject to County approval before investigations are accepted as complete. Based on engineering, cost, environmental, and right-of-way impacts, Contractor shall determine, recommend, and obtain County's concurrence on the preferred alternative to be used for location approval in the environmental document and for final design.
10. Contractor shall provide a written Input Synopsis to the County's Project Manager related to the EA Report and the Environmental Investigations. The Input Synopsis shall contain copies of the public involvement and comments received during this phase of the Project. It shall also contain the EA Report circulation list, responses to verbal and written comments and the public involvement summary and transcript. All studies, commitments and recommendations must be summarized and finalized including cultural resources, agency permits, etc.
11. Contractor shall provide up to ten (10) bound hard copies and one (1) electronic copy of the final and approved EA Report to County. Contractor shall also produce sufficient copies of the EA Report and mail them for appropriate public and agency review of the document. Contractor shall provide three (3) bound copies and one (1) electronic pdf file of the Input Synopsis to County.

### **3. PHASE II – PRELIMINARY AND FINAL DESIGN**

#### **a. Property Ownership, Location Survey & Mapping.**

1. Contractor shall research and investigate property ownership and adjacent property ownership within areas of new construction and adjacent thereto by use of County records. Contractor shall provide a location survey to include location of fences, structures, and above ground utilities (*i.e.*, manholes, pull boxes, etc.) that could conflict with proposed improvements. Use of County GIS orthophotography in conjunction with the location survey is acceptable. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor and conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors.
2. Contractor, having obtained all necessary records and field data, shall show all pertinent survey data and information (*i.e.*, existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric P&P sheets and shown on these sheets.

- b. Preliminary Property Ownership Maps.** Contractor shall provide Preliminary Property Ownership Layout Maps to County. These maps may be prepared using County records and GIS orthophotography in conjunction with the location survey. Maps shall be prepared at the same scale as the planimetric P&P sheets. Contractor shall provide to the County's Project Manager an electronic copy of the Property Ownership Maps.

**c. Utility Designation, Location, and Mapping SUE Level (A)**

**1. Scope of Subsurface Utility Engineering Services.**

- a. The Subsurface Utility Engineering (“SUE”) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact locations within the proposed Project limits of County-proposed construction projects. The process shall include all necessary records research, field investigations (designation), potholing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on County projects. The process may also include utility relocation design and estimates.
- b. Contractor shall ensure the SUE services shall be provided by a qualified, experienced SUE Sub-contractor(s). The SUE Sub-contractor shall meet the minimum requirements and standards as outlined in the County’s RFP as incorporated herein.
- c. While performing the designating activity, the Contractor’s SUE Sub-contractor may excavate test holes, at no expense to County, for the purpose of determining the approximate depth of the utility. Any markings on sidewalks or roadways for survey identification shall be of a temporary nature. The Contractor’s SUE Sub-contractor shall provide Contractor and County with all data secured with three (3) hard-copies of plan sheet(s) and in CAD format. After completion of the designating phase, the SUE Sub-contractor shall consult with the Project Manager and Contractor to discuss the findings, potential impacts and to establish the scope of any required additional SUE activities.

**2. Utility Locating.** Contractor shall, as part of this phase of the Project, locate all public utility infrastructure as follows:

- a. For the purpose of this Agreement, “locate” or “locating” shall mean to obtain the exact horizontal and vertical positions of utilities by excavating test holes.
- b. Contractor, or its subcontractor, shall perform up to ten (10) test holes by vacuum excavation system and in a manner to not cause damage to utilities or other underground structures. Utility Locating by Contractor or its subcontractor shall only be completed in the event the design team determines that then currently available information is not specific. Utility Locating shall be performed prior to the 60% completion design review and only based on information secured during the designating activity and at the direction of the design team. Utility Locating shall require the Contractor’s SUE sub-contractor to provide exact three-dimensional plans and profile mapping, tied to County survey control, of utilities and related structures for making final design decisions. The Contractor’s SUE sub-contractor shall use County approved survey books to record all surveys and shall also use County monuments and benchmarks referenced in the book and control lines provided by County. All surveying and designation of monumentation within the limits of the Project shall be coordinated through and submitted to the County’s



Project Manager. All horizontal control shall be oriented to the New Mexico Grid System, and all elevations shall be based on the National Geodetic Survey ("NGS") mean sea level datum of 1988.

- c. The Contractor's survey information shall contain horizontal locations and vertical elevations every 500 feet or as specified, and referenced to Project datum at top and bottom of the utility, true elevation of existing grade over the utility at the test hole, outside diameter of utility and configuration of non-encased multi-conduit systems, utility structure material composition if ascertainable, paving thickness and type, and other pertinent information as is reasonably available from the test hole site.
  - d. References to Project datum shall maintain vertical and horizontal tolerance to 2.5 centimeters, unless a more precise tolerance is specified for the specific location(s) being investigated.
3. **Analysis, Recommendations and Design.**
- a. When the Contractor's SUE Sub-contractor has performed all necessary research, designating, and locating services, the Contractor's SUE Sub-contractor shall determine to what extent the proposed roadway improvements will impact the utilities and prepare a report outlining avoidance alternatives, required adjustments and/or relocations and cost estimates to perform those relocations. This analysis and recommendation shall be planned and timed to occur within thirty (30) days of completion of the 60% completion design review. In certain instances, the Contractor's SUE Sub-contractor may be asked to prepare utility relocation design plans and specifications for inclusion into County's later bid and construction contract agreement documents.
  - b. Contractor or its SUE Sub-contractor shall provide recommendations on how to resolve conflicts with utilities during highway design as to reduce utility relocation costs.
  - c. The Contractor's SUE Sub-contractor shall prepare a report indicating the findings, recommendations and actions resulting from the work the SUE Sub-contractor to the County's Project Manager in the agreed upon format. The report shall include, but not be limited to, a cost-benefit analysis of the Subsurface Utility Engineering process for this project, *i.e.*, how many dollars were saved for each dollar expended. The SUE Sub-contractor shall also submit a final financial tabulation for the Project, including a breakdown of all costs associated with the selected SUE process on a per unit basis.
4. **Certification of Work.** In all cases the Contractor's SUE Sub-contractor shall certify its work, and such certification shall include the signature and seal of a Professional Engineer and/or a Professional Licensed Surveyor, who is registered in the State of New Mexico.
5. **Staffing.** The Contractor's SUE Sub-contractor is required to provide all equipment, personnel and supplies required to perform its research, designating, locating, design and other services. The Contractor or Contractor's SUE sub-contractor shall obtain all necessary permits from the State, city, County, or other municipal jurisdictions, to allow

it to work in existing streets, roads and rights-of-way for the purpose of marking, measuring and recording of existing utilities. The Contractor or Contractor's SUE Sub-contractor shall notify Blue Stake or One Call prior to any field work and shall be responsible for any fees incurred.

6. **Mapping and Data Management.** After identifying existing and future utility locations as requested by County, Contractor shall map utility locations onto plans and/or aerial photographs as directed by County. The Contractor's SUE sub-contractor shall also be required to provide Contractor and County all information in hard copy (three (3) hard-copies) and electronic file or CAD format. All electronic files provided by the Contractor's SUE sub-contractor shall ultimately be capable of successfully being merged into County's Project plan and profile and cross-section sheets. The Contractor or Contractor's SUE sub-contractor may be required to record the locations of the utilities on a County-approved form to be used for prior rights determination.

- d. **Preliminary and Final Drainage Report.** Contractor shall prepare Preliminary and Final Drainage Reports as follows:

- a. **Preliminary Drainage Report.**

- a. Prior to performing the preliminary drainage study, Contractor shall meet with County's Project Manager to discuss and identify the hydrologic analysis of existing and proposed drainage structures. The Contractor's Preliminary Drainage Report shall summarize the results of the preliminary drainage analysis. The report shall include:
  1. Floodplain management issues (*i.e.*, floodway development, no rise, CLOMR/LOMR, other);
  2. Discussion of soil types;
  3. Vegetation and land use distribution;
  4. Curve number or rational formula "C" calculations;
  5. Time of concentration calculations;
  6. Drainage area topographic map with existing structures inventory;
  7. Drainage areas;
  8. Design 50-year and 100-year discharges and their corresponding headwater depths. Design discharge frequency calculated shall be determined based on the overall Project needs to provide flood protection, erosion protection, storm water quality enhancement and meet all floodplain management criteria;
  9. Summary of the drainage field inspection results including County personnel (public and other local agencies) interview and drainage structure field inspection forms;
  10. Construction Maintenance Easements ("CME's") required to construct the structures;
  11. Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis; and

12. Preliminary erosion protection and energy dissipaters design and preliminary details.

- e. The preliminary hydraulics shall be computed by Contractor based on existing information to provide scope of drainage work and cost estimate that shall be the basis for the Final Scope Report and the Final Drainage Report. The Contractor's Preliminary Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.
- f. Contractor shall address all floodplain issues completely to ensure that the Project follows all applicable federal, State and County regulations.

**b. Final Drainage Report.**

- a. In preparing the Final Drainage Report, Contractor shall perform, on all major structures or channels, a hydraulic analysis using the HEC-2, HECRAS or WSPRO computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Final Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, Contractor shall prepare and submit a Notice of Intent ("NOI") groundwater application, as may be required. If Section 401 and 404 Clean Water Act applications are required, Contractor shall prepare and submit the necessary applications with the approval of County. This work shall not be done prior to the completion and approval of the environmental documentation.
- b. Contractor shall include in the Final Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.
- c. If the disturbed area is greater than one (1) acre, Contractor shall prepare a storm water pollution prevention plan ("SWPPP"). Contractor shall prepare temporary erosion and sediment control plans ("TESCP"). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.
- d. Contractor shall use the *NMDOT Drainage Design Manual, July 2018* or current revision and *National Pollutant Discharge Elimination System Handbook, January 1997* or current revision for methodologies in preparation of the Contractor's Final Drainage Report.
- e. Contractor shall furnish three (3) bound hard copies and one (1) electronic copy of the Preliminary and Final Drainage Reports for County Staff review and comments.

**f. Geotechnical Investigations.**

- a. **Geotechnical Services – General.** Contractor shall provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Investigation and Recommendations shall be limited to new areas of pavement potential new retaining walls or other necessary structure. The Geotechnical Report shall be submitted as part of the Preliminary Design of the selected alignment. County may elect that Contractor provide geotechnical services as defined below:
- b. **Geotechnical Investigation and Laboratory Testing.** Contractor's Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. Contractor's Geotechnical Report shall present data collected during the geotechnical investigation. Information to be included in Contractor's Geotechnical Report shall include at least the following:
  - 1. Project location map;
  - 2. Description of the project scope;
  - 3. Presentation of the field investigations;
  - 4. Descriptions of the earth materials encountered during the field investigation;
  - 5. Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores) Geophysical test results;
  - 6. For retaining walls, one soil boring and/or rock core shall be completed every two hundred (200) feet with no less than two (2) borings completed per wall. Borings should be taken to a depth of twice the height of the walls;
  - 7. For drainage structures, the need for borings will be determined on a site by site basis;
  - 8. Plan and profile sheets with test holes or pits shown in plan and profile views; and
  - 9. Other information as determined by Contractor.
- c. **Geotechnical Design Recommendations.** Contractor's final geotechnical design recommendations shall address, at minimum, the following:
  - 1. Stabilization/densification of unsuitable embankment or native soils;
  - 2. Slope stability/steepened slope design;
  - 3. Mitigation of settlements;
  - 4. Rock excavation and blasting requirements;
  - 5. Maximum cut slope angles in soil and rock;
  - 6. Suitability of foundation soils or rock to support an embankment or structure;
  - 7. Shrink and swell factors of earthwork;
  - 8. Groundwater affecting the project/need for cut-off trenches;
  - 9. Special treatments, *i.e.*, use of geotextiles, soil nails, pressure grouting, etc.; and

10. Other issues deemed relevant by Contractor in the successful completion of the Project.

- d. **Geotechnical Report.** The Contractor's Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the Project area corridor shall make final geotechnical design recommendations to provide for a stable roadway prism including final pavement design. Three (3) bound hard copies and one (1) electronic copy of this report shall be submitted to the County in conjunction with the Preliminary Design Plans.
- e. **Geotechnical Services – Structures & Foundations.** Contractor shall provide geotechnical recommendations related to any structures and submit a Foundation Report. The Contractor's Foundation Report shall include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives. Contractor shall provide, at the written direction of the County's Project Manager, the geotechnical services as defined below:
  - 1. **Retaining Walls.** Retaining walls shall be designed based on American Association of State Highway and Transportation Officials ("AASHTO") and/or Federal Highway Administration ("FHWA") DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils shall be specified where required to meet serviceability requirements. Mechanically Stabilized Earth ("MSE") walls shall utilize NMDOT's approved MSE wall manufacturers.
  - 2. **Foundation Report.** Contractor's Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report shall be included as a part of the Geotechnical Report.
- d. **Preliminary Design Plans.** Contractor shall provide the following Preliminary Design documents:
  - 1. **Preliminary Design Report.** All of Contractor's Project plans shall be prepared to the NMDOT's Standards for general content and format. Contractor shall prepare and print ten (10) copies of the Contractor's final Phase I report, which shall include design recommendations based on the work performed in the preparation of the drainage reports and the preliminary design plans. Contractor shall also include in this report a detailed construction cost estimate by construction type and location.
  - 2. **Preliminary Field Review.** Contractor shall conduct a preliminary field review ("PFR") after the location survey and mapping is complete. The PFR shall be conducted to establish the preliminary scoping for the Project based on the information collected, prepared, reviewed, and approved up to this point in the Project.

3. **Preliminary Design Plans.** Contractor shall provide to the County's Project Manager, and pursuant to the Project Schedule, preliminary design plans (30% completion plans) for the Project which shall include, at minimum: traffic signal and lighting and intersection design details, geometrics, traffic control plan, plan and profile sheets showing recommended horizontal and vertical alignment, typical sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as bridges, retaining walls, and major drainage structures, and a preliminary construction cost estimate by construction type.
  4. **Preliminary Design (30% Completion) Review.** Contractor, pursuant to the Project Schedule, shall schedule and conduct Preliminary Design (30% completion) review meeting with the Project Team. The review shall include the preparation of the 30% completion review report. Contractor shall be required to submit and distribute up to ten (10) bound sets of plans (50% reduced or 11"x17") bound hard copies and one (1) electronic copy for the review.
- a. **Rights-of-Way Design.** At the written direction of the County's Project Manager, Contractor shall provide rights-of-way ("ROW") surveying, mapping, title reports, and monumentation as follows:
1. **Right-of-Way Surveying.**
    - a. The development of the ROW surveying work shall be coordinated with the County's Project Manager and Project Team.
    - b. All ROW surveying conducted by Contractor shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. ROW surveying, mapping, monumentation shall also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions, and amendments.
    - c. Prior to commencing the ROW surveying, Contractor shall meet with County to review and concur on the scope of ROW surveying, mapping, and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. ROW surveying, mapping, and monumentation shall be performed only in areas where new ROW is required. Contractor shall submit the work-hour and fee proposal for the right-of-way surveying, right-of-way mapping and monumentation requirements to County.
    - d. Upon receiving approval on the scope of ROW surveying work to be performed and after completing the necessary ROW and property boundary research, Contractor shall proceed with the ROW field survey and locating existing ROW limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Contractor shall locate all fences,

structures, septic tanks, billboard signs and other improvements which may be affected by proposed ROW widening, appraisals, acquisitions, etc. Some of these features may have been obtained during the location survey phase of the Project but they may need to be appropriately tied to the ROW surveys and maps. Contractor shall provide sufficient survey information on ties to existing or set monuments on the Project.

## **2. Right-of-Way Mapping.**

- a. Contractor, having obtained all the necessary field data, shall prepare the ROW survey maps and shall show all pertinent survey data, existing ROW limits, intersecting property lines, accepted and rejected monuments, encroachments, buildings, billboard signs or structures within fifty (50) feet of the ROW, etc., annotation and notes upon which future ROW acquisition boundaries shall be electronically overlaid and computed.
- b. Contractor shall meet with the County's Project Manager and Project Team to review the completed ROW survey map. Key topics of review and discussion at this session shall be limited to the methodology utilized in the determination of existing ROW limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting shall occur prior to the preparation of ROW maps.
- c. Contractor shall prepare the preliminary ROW maps for presentation and review at the 60% completion design review. Immediately following the 60% completion design review and, prior to the 90% completion design review, Contractor shall submit three (3) final Right-of-Way Map print sets of the final Right-of-Way Map with one (1) copy of all documents including legal descriptions and title reports to County for additional review ("second review").
- d. The second review prior to the 90% completion design review is primarily for the purpose of assuring that the red-lined markups of the first review set have been made and to assure that items of concern resulting from the 60% completion design review are adequately addressed and communicated to Contractor. If alignments or other major changes occur to the ROW maps presented for the 60% completion design review, County shall be notified and may result in additional time necessary for reviews by County.
- e. County shall not provide an extensive detail check of any of the final maps and plans. Any errors and/or omissions in the final ROW Maps, legal descriptions, and subsequent monumentation mapping and staking shall be the full responsibility of Contractor. County's acceptance of the final ROW Map or other work products developed under the contract and termination of the contract when work is completed shall not remove the responsibility from Contractor as outlined above.
- f. Ownership shall be shown on the ROW maps exactly as listed in the title reports. These final ROW Maps shall locate all parcel takes and construction

maintenance easements. Temporary construction permit locations shall also be shown on the map if they are located in areas for which mapping has been developed. All temporary construction permits shall, however, be listed on the parcel block sheet of the final ROW Maps as well as shown on the plan and profile sheets.

- g. **Title Reports.** All title work related to the Project shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989, and the policies and procedures as contained in the NMDOT Right-of-Way Handbook Volume II, utilizing the forms and/or formats set out therein. For the purposes of this Agreement up to ten (10) title reports shall be prepared and shall include, at minimum, a thirty-three (33) year abstract.
  
- e. **Construction Maintenance Easements (CME's).** The Contractor shall provide the following information for determining the nature, extent, and need for construction maintenance easements:
  - 1. A thirty-three (33) year certified title search on every parcel affected in the right-of-way acquisition;
  - 2. A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided;
  - 3. Copies of all pertinent documents described in Chain of Title (Index);
  - 4. A five (5) year tax search (or computer print-out) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid;
  - 5. Caption sheet or title sheet showing current owner and address of record, description of property being abstracted;
  - 6. Work map and index identifying each parcel abstracted; and
  - 7. Information on any mortgages, liens, or judgments that have been released of record does not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.
  
- f. **Temporary Construction Permits (TCP's).** Contractor shall provide the following information for determining the nature, extent, and need for temporary construction permits:
  - 1. Property ownership; and
  - 2. Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.
  
- g. **General ROW Conditions.**
  - 1. Contractor shall:



- a. Execute and submit with each title report the "Certificate of Title" form and hold the title reports in confidence and reveal the title reports or opinions only to County unless otherwise directed in writing by County;
  - b. Deliver title reports to County "satisfactorily completed" in a timely manner. Delivery of such shall be defined as (1) actual transfer of possession in the form approved by County incorporating all required corrections and clarifications, and (2) written acceptance by County of Contractor's work;
  - c. County's acceptance or rejection of Contractor's work product shall be given in writing. County shall return deficient or inadequate title reports within thirty (30) calendar days of receipt;
  - d. The dates for the submission of title reports shall be pursuant to the Project Schedule;
  - e. All documents must be letter size, except for surveys and/or maps, which shall be folded. All title reports shall be bound securely (abstract form). All title reports submitted shall be prepared by a licensed and bonded Title Company;
  - f. Promptly correct all deficiencies and return the title reports for further review within thirty (30) calendar days from date of return; and
  - g. Assume full responsibility for the accuracy of all work.
2. The County shall:
- (a) Return to Contractor, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable;
  - (b) Hold a review meeting of the Contractor's submitted title materials for the purpose of further discussion of the type of title that may be additionally required;
  - (c) Make available to Contractor County records as may be available and pertinent for the purpose of the work herein described; and
  - (d) Schedule and hold a review with Contractor and representatives of County involved in the Project as necessary.
- h. Monumentation.** Upon assignment of a final map date by County, Contractor shall prepare the preliminary monumentation mapping, field staking of ROW limits as defined by the final ROW Maps and ROW Certification and recordation of the final ROW Monumentation Map(s) shall be required. The final monumentation maps shall meet the NMDOT's Monumentation Mapping guidelines and policies, and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.
- i. Final Design.**
- 1. **60% and 90% Completion Design Plans.** Contractor shall provide 60% and 90% design plans for the Project which shall include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection

geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, right-of-way maps, proposed right-of-way limits, storm drain system identification, drainage requirements, TESCM plan, traffic control plan and sequence of construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures and aesthetic details if applicable and a detailed construction cost estimate by construction type. Contractor shall also provide identification of areas requiring work permits, temporary construction permits, and construction maintenance easements shall also be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

2. **60% and 90% Completion Design Review.** Contractor shall schedule and conduct the 60% and 90% completion design review with appropriate County staff. Contractor shall prepare the 60% and 90% completion review reports (or meeting minutes). Project plans shall be prepared to the NMDOT's standards for general content and format, in CAD version compatible with or full convertible to County's current AutoCAD software version. Contractor shall submit three (3) half-sized bound plan set printed to scale and one (1) PDF set. Additional sets may be requested by County. All information shall be completely legible on the plan sets provided.
3. **Final Design Plans.** Contractor shall provide final design plans, which shall include, but are not limited to, the following elements, sections, and content:
  - (a) General Sheets:
    - i. Title Sheet
    - ii. Vicinity Map
    - iii. Project Layout Sheet
    - iv. Index of Sheets
    - v. Summary of Quantities
    - vi. General Notes and Incidental Items
    - vii. Environmental Concerns and Mitigation Measures
  - (b) Miscellaneous Sheets:
    - i. Typical Sections
    - ii. Miscellaneous Details
    - iii. Surfacing Schedule
    - iv. Structure Quantities
    - v. Miscellaneous Quantities
    - vi. Curb and Gutter Layouts
    - vii. Metal Barrier Layouts
    - viii. Erosion and Sediment Control
    - ix. Seeding and Landscaping
    - x. Grading
    - xi. Visual/Aesthetic Details
  - (c) Plan and Profiles Sheets:
    - i. Mainline

- ii. Crossroads
  - (d) Turnout Profiles
  - (e) Bridge/Retaining Wall/Noise Wall Plans
  - (f) Traffic Control Plans:
    - i. Notes
    - ii. Sequence of Construction
    - iii. Sign Face Details
    - iv. Traffic Control Plans
  - (g) Signal Plans:
    - i. Signal Warrant Analysis for at-grade intersections
    - ii. Signal Design Plans
    - iii. Interconnect Plans
  - (h) Lighting Plans:
    - i. Lighting Analysis
    - ii. Lighting Plan
  - (i) Permanent Signing and Striping Plans:
    - i. Plans
    - ii. Overhead Signs
    - iii. Sign Face Details
  - (j) Drainage Plans:
    - i. Plan and Profile
    - ii. Structure Sections
  - (k) Earthwork Cross-Sections
  - (l) Performance Specifications:
    - i. Small projects not requiring full plans
4. **Final Design Package.** Contractor shall submit the completed final design Plans, Specifications and Estimates and all related documents to the County's Project Manager pursuant to the Project Schedule. The final design package shall include the following:
- (a) Five (5) full-size copies of final design plans (36"x 24") signed by the County Public Works Director and County Engineer.
  - (b) Five (5) half-size copies of final design plans (11"x17").
  - (c) One (1) electronic copy of the final design plans.
  - (d) One (1) hard copy and one (1) electronic copy of the final cost estimate.
  - (e) One (1) electronic copy and three (3) bound final sets of complete bidding documents, including wage rates and signed advertisements.
  - (f) Review of Contractor-submitted "As-Built plans", preparation and submittal of "As-Built" drawings, two (2) 36" x 24" paper copies and an electronic copy on a thumb drive in AutoCAD format (current).

## 5. Coordination and Public Involvement.

- a. (1) Throughout all phases of this Agreement, Contractor shall be responsible for obtaining any and all permits, authorizations, approvals, or other actions as necessary to accomplish the Services required by this Agreement. Nothing herein relieves the Contractor from obtaining any other County required permits or approvals.
- (2) For any required formal written approvals, Contractor shall provide County with a copy of all required applications, requests, data, and certifications (as required), and final letters of transmittal. In the event Contractor is not successful in obtaining formal or informal approvals, Contractor shall promptly notify County in writing, and County shall assist in resolving the matter where possible. Nothing herein relieves the Contractor from its duties in obtaining the required approvals.
- (3) Contractor shall contact the appropriate agencies, the public, and other interested groups stated above to ensure that community and governmental concerns are identified and considered for inclusion in the study and design development of the Project. Contractor shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental documents.
- (4) Throughout all phases of this Agreement and the Project, Contractor shall be responsible for:
- (i) Scheduling all required design reviews;
  - (ii) Providing written design review reports;
  - (iii) Providing written design team meeting reports and minutes;
  - (iv) Providing and distributing all reports, plans and documents;
  - (v) Performing property owner interviews and documenting the interviews;
  - (vi) Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction; and
  - (vii) Providing periodic progress presentations to the County and local elected officials (*i.e.*, Public Works Director, County Engineer, County Council, County Committees, RTPO, etc.) as requested by the County's Project Manager. All requests shall be in writing.
- b. **Public Involvement.** (1) Throughout all phases of this Agreement, Contractor shall be responsible for the implementation and cost for all public meetings or public hearings including advertisement of the meetings, arrangement and costs for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of printed handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.
- (2) Contractor shall conduct property owner contacts in the field by arranging to meet with owners at their respective parcels. Contractor shall discuss and provide an overview of the project and include information on preliminary access, drainage, fencing or other

issues as applicable. In addition, Contractor shall discuss and provide information on the specifics on how the property owner's access, fencing, gates, drainage, etc., shall be affected by the project.

3. **PHASE III – BIDDING SERVICES.** As part of the Services to be provided by Contractor, Contractor shall provide the services listed below.
  - a. **Environmental Investigations and Documentation Reevaluation.** Contractor shall prepare a reevaluation of the environmental document and obtain all necessary permits deemed appropriate (i.e., NPDES, 401, 404, etc.) at such time it is known construction funds are approved and or allocated for use for project bidding. Coordination and approvals with all appropriate federal, state and local agencies and authorities shall be required, as necessary. Reports shall be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). Contractor shall select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports, as necessary, shall be prepared in accordance with applicable guidelines and regulations.
  - b. **Construction Bid Documents.** Contractor shall submit the completed final design plans, specifications and estimates and all related documents to County. The final design package for the construction bid shall include the following:
    - (1) Two (2) full-size copies of final design plans (36"x 24") signed by the County's Public Works Director and County Engineer;
    - (2) Ten (10) half-size copies of final design plans (11"x17") and/or ten (10) electronic copies (CD or otherwise);
    - (3) One (1) paper and electronic copy of the final cost estimate;
    - (4) Ten (10) bound final sets of complete bidding documents, including wage rates and advertisements; and
    - (5) Review of Contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on Mylar prints (36" x 24"), one (1) 36" x 24" paper copy and on CD in Civil 3D/AutoCAD format (current).
4. **PHASE IV – CONSTRUCTION SERVICES.** The County, via separate written authorization to proceed, will require the following Construction services to be provided under this Agreement.
  - a. **Construction Engineering and Management**
    - (1) The construction phase shall commence with the award of the construction contract agreement and continue until the one-year warranty inspection and report is submitted by Contractor and approved by County. Contractor shall be the representative of County during the construction phase and shall advise and consult with the County Project Manager regarding construction activities for the duration of the construction phase. Construction phase services shall include the resolution of problems encountered during construction.

(2) Contractor shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications and the NMDOT T/LPA handbook:

- a) Preconstruction meeting with the Construction Contractor, Owner, Utilities;
- b) Daily construction observation, oversight, inspection and daily diary entry;
- c) Construction management basic services including:
  - i. Construction Engineering Technical Support;
  - ii. Review of Construction Contractor material submittals and shop drawings;
  - iii. General project review and response to Construction Contractor's requests for information and clarification;
  - iv. Change order review and preparation;
  - v. Claims review, documentation, and correspondence;
  - vi. Provide As-Constructed Quantities;
  - vii. Receive, review and approve progress payments (to be forwarded to County);
  - viii. Preparation and authorization of field inspections and punch lists;
  - ix. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on Mylar prints (36"x 24) and on CD in AutoCAD format (version 2000 or more current);
  - x. Inspection Testing as described by the NMDOT for Quality Assurance or Independent Assurance; and
  - xi. One-year warranty inspection and report.

(3) Any additional design services not caused by or arising from Contractor's or sub-Contractors errors and/or omissions and requested by County shall be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.

**SECTION B. TERM:** The term of this Agreement shall commence January 5, 2022, and shall continue through January 4, 2026, unless sooner terminated, as provided herein. The parties, by mutual written agreement can extend the Agreement for an additional one (1) year term.

**SECTION C. COMPENSATION:**

**1. Amount of Compensation for Phase I-III.** County shall pay compensation for performance of Phases I-III Services in an amount **NOT TO EXCEED FOUR HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED FORTY-THREE DOLLARS (\$444,743.00)**, excluding applicable NMGRS and including reimbursable expenses. Reimbursable expenses for Phases I-III Services shall be compensated up to a maximum of **THIRTEEN THOUSAND NINE HUNDRED NINETY-TWO DOLLARS (\$13,992.00)**. Compensation shall be paid in accordance with the rate schedule set out in **Exhibit "B"**, attached hereto and made a part hereof for all purposes.

2. **Amount of Compensation for Phase IV.** Should Phase IV Services be required by County, compensation for performance of the Services shall **NOT EXCEED ONE HUNDRED FORTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-ONE DOLLARS (\$147,381.00)**, excluding applicable NMGR and including reimbursable expenses. Reimbursable expenses for Phase IV Services shall be compensated up to a maximum of **TWO THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$2,575.00)**. Compensation shall be paid in accordance with the rate schedule set out in **Exhibit "B"**.
3. **Total Amount of Compensation.** Total amount paid pursuant to this Agreement for Phase I-IV Services and all reimbursables shall not exceed **FIVE HUNDRED NINETY-TWO THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS (\$592,124.00)** which amount does not include applicable NMGR. Compensation shall be paid in accordance with the rate schedule set out in **Exhibit "B"**.
4. **Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable, not more than once every thirty (30) days. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other

property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance.** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. APPLICABLE LAW:** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.



**SECTION L. 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 the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

**SECTION M. INDEMNITY:** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of Contractor and Contractor's employees or agents.

**SECTION N. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION O. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION P. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION Q. PROHIBITED INTERESTS:** Contractor agrees 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 its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION R. TERMINATION:**

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION S. NOTICE:** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery,

verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

**County:**

Public Works Director  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 160  
Los Alamos, New Mexico 87544

**Contractor:**

Edward Cordova, Vice President  
Wilson & Company, Inc., Engineers & Architects  
4401 Masthead Street NE, Suite 150  
Albuquerque, New Mexico 87109

**SECTION T. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

**SECTION U. NO IMPLIED WAIVERS:** The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

**SECTION V. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

**SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION Y. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_ **DATE**  
**STEVEN LYNNE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

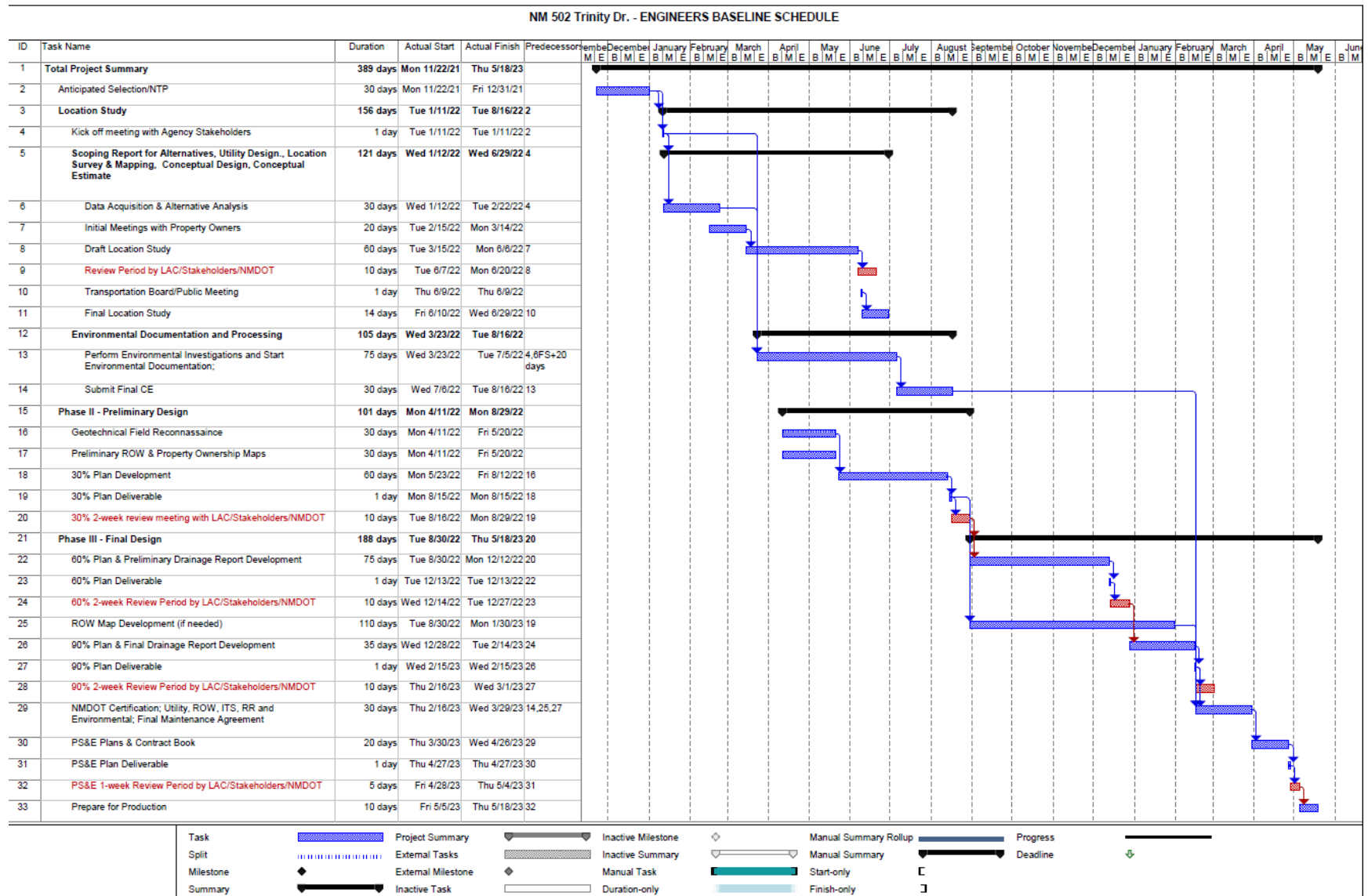
**WILSON & COMPANY, INC., ENGINEERS &**  
**ARCHITECTS, A KANSAS CORPORATION**

**BY:** \_\_\_\_\_ **DATE**  
**EDWARD CORDOVA**  
**VICE PRESIDENT**

# Exhibit "A"

## Engineers Baseline Schedule (Proposed)

### AGR22-31



All adjustments to the Milestone Chart shall be approved by County in writing.

**Exhibit "B"**  
**Compensation Rate Schedule**  
 AGR22-31

ENGINEERING COST SUMMARY				
PART 1 - GENERAL				
PHASE I – LOCATION STUDY				
1. NAME OF PROJECT: NM502/Trinity Drive Safety and ADA Improvements			2. PROJECT #: CN5101390	
3. NAME OF CONTRACTOR: Wilson & Company, Inc.			4. DATE OF PROPOSAL: <del>October 19, 2021</del> Rev. 1 12/02/21	
5. ADDRESS OF CONTRACTOR: 4401 Masthead Street, NE Albuquerque, New Mexico 87109		6. TYPE OF SERVICE TO BE FURNISHED: Engineering Design Consulting Services A. WORK ELEMENT: Phase I- Location Study		
PART 2 – COST SUMMARY				
BASIC SERVICES				
7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Manager	116	\$186.00	\$21,576.00	
Staff Engineer	140	\$139.50	\$19,530.00	
Junior Engineer (EI)	160	\$102.30	\$16,368.00	
Engineering Designer	204	\$108.50	\$22,134.00	
Survey Crew Chief	40	\$100.75	\$4,030.00	
Survey Rodman	40	\$75.95	\$3,038.00	
Natural Resources Program Manager	196	\$124.00	\$24,304.00	
Administrative Assistant II	96	\$77.50	\$7,440.00	
DIRECT LABOR TOTAL:		<b>992</b>		<b>\$118,420.00</b>
SUPPLEMENTAL SERVICES				
8. SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
SUBCONTRACTOR TOTAL:				
9. TRAVEL			ESTIMATED COST	
A. Transportation (survey):	0.95 mile	1080	\$1,026.00	
Transportation:	0.55-mile	900	\$495.00	
B. Per Diem: (Ref. LAC per diem policy)	155	10	\$1,550.00	
TRAVEL TOTAL:				<b>\$3,071.00</b>
10. OTHER REIMBURSABLE COSTS			ESTIMATED COST	
Printing, Plotting, Advertising, etc.			\$500.00	
OTHER REIMBURSABLE TOTAL:				<b>\$500.00</b>
SUBTOTAL ITEMS 7-10:				<b>\$121,991.00</b>
11. GROSS RECEIPTS @ 7.875%				<b>\$9,606.79</b>
12. TOTAL PRICE				<b>\$131,597.79</b>

ENGINEERING COST SUMMARY				
PART 1 – GENERAL				
PHASE II – PRELIMINARY ENGINEERING				
1. NAME OF PROJECT: NM502/Trinity Drive Safety and ADA Improvements			2. PROJECT #: CN5101390	
3. NAME OF CONTRACTOR: Wilson & Company, Inc.			4. DATE OF PROPOSAL: <del>October 19, 2021</del> Rev. 2 12/07/21	
5. ADDRESS OF CONTRACTOR: 4401 Masthead Street, NE Albuquerque, New Mexico 87109		6. TYPE OF SERVICE TO BE FURNISHED: Engineering Design Consulting Services B. WORK ELEMENT: Phase II- Preliminary Engineering		
PART 2 – COST SUMMARY				
BASIC SERVICES				
7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Manager	196	\$186.00	\$36,456.00	
Staff Engineer	374	\$139.50	\$52,173.00	
Junior Engineer (EI)	360	\$102.30	\$36,828.00	
Engineering Designer	504	\$108.50	\$54,684.00	
Administrative Assistant II	64	\$77.50	\$4,960.00	
DIRECT LABOR TOTAL:		1576		\$185,101.00
SUPPLEMENTAL SERVICES				
8. SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
Sites Southwest			\$23,505.00	
Tierra ROW			\$64,765.00	
Wood – Geotechnical			\$12,240.00	
CSTI – SUE Level A: 10 Test Holes			\$7,500.00	
SUBCONTRACTOR TOTAL:				\$108,010.00
9. TRAVEL			ESTIMATED COST	
A. Transportation:	0.55 mile	2,160	\$1,188.00	
B. Per Diem: (Ref. LAC per diem policy)	155	10	\$1,550.00	
TRAVEL TOTAL:				\$2,738.00
10. OTHER REIMBURSABLE COSTS			ESTIMATED COST	
Misc. Tasks			\$6,235.00	
Printing, Plotting, Advertising, etc.			\$750.00	
OTHER REIMBURSABLE TOTAL:				\$6,985.00
SUBTOTAL ITEMS 7-10:				\$302,834.00
11. GROSS RECEIPTS @ 7.875%				\$23,848.18
12. TOTAL PRICE				\$326,682.18

**ENGINEERING COST SUMMARY**  
**PART 1 – GENERAL**  
**PHASE III – BIDDING SERVICES**

1. NAME OF PROJECT: NM502/Trinity Drive Safety and ADA Improvements		2. PROJECT #: CN5101390	
3. NAME OF CONTRACTOR: Wilson & Company, Inc.		4. DATE OF PROPOSAL: <del>October 19, 2021</del> <b>Rev. 1 12/02/21</b>	
5. ADDRESS OF CONTRACTOR: 4401 Masthead Street, NE Albuquerque, New Mexico 87109		6. TYPE OF SERVICE TO BE FURNISHED: Engineering Design Consulting Services C. WORK ELEMENT: Phase III- Bidding Services	

**PART 2 – COST SUMMARY**  
**BASIC SERVICES**

7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Manager	24	\$186.00	\$4,464.00	
Staff Engineer	40	\$139.50	\$5,580.00	
Junior Engineer (EI)	40	\$102.30	\$4,092.00	
Engineering Designer	4	\$108.50	\$434.00	
Administrative Assistant II	60	\$77.50	\$4,650.00	
DIRECT LABOR TOTAL:		<b>168</b>		<b>\$19,220.00</b>

**SUPPLEMENTAL SERVICES**

8. SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
SUBCONTRACTOR TOTAL:				<b>\$0.00</b>
9. TRAVEL			ESTIMATED COST	
A. Transportation:	0.55 mile	360	\$198.00	
B. Per Diem: (Ref. LAC per diem policy)	-0-	10	\$0.00	
TRAVEL TOTAL:				<b>\$198.00</b>
10. OTHER REIMBURSABLE COSTS			ESTIMATED COST	
Printing, Plotting, Advertising, etc.			\$500.00	
OTHER REIMBURSABLE TOTAL:				<b>\$500.00</b>
SUBTOTAL ITEMS 7-10:				<b>\$19,918.00</b>
11. GROSS RECEIPTS @ 7.875%				<b>\$1,568.54</b>
12. TOTAL PRICE				<b>\$21,486.54</b>

**ENGINEERING COST SUMMARY**  
**PART 1 – GENERAL**  
**PHASE IV – CONSTRUCTION SERVICES**

1. NAME OF PROJECT: NM502/Trinity Drive Safety and ADA Improvements		2. PROJECT #: CN5101390	
3. NAME OF CONTRACTOR: Wilson & Company, Inc.		4. DATE OF PROPOSAL: <del>October 19, 2021</del> <b>Rev. 1 11/22/21</b>	
5. ADDRESS OF CONTRACTOR: 4401 Masthead Street, NE Albuquerque, New Mexico 87109		6. TYPE OF SERVICE TO BE FURNISHED: Engineering Design Consulting Services D. WORK ELEMENT: Phase IV- Construction Services	

**PART 2 – COST SUMMARY**  
**BASIC SERVICES**

7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Manager	40	\$186.00	\$7,440.00	
Staff Engineer	60	\$139.50	\$8,370.00	
Junior Engineer (EI)	80	\$102.30	\$8,184.00	
Engineering Designer	24	\$108.50	\$2,604.00	
Sr. Construction Inspector (120 days @ hours a day)	960	\$102.30	\$98,208.00	
DIRECT LABOR TOTAL:		<b>1164</b>		<b>\$124,806.00</b>

**SUPPLEMENTAL SERVICES**

8. SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
Geotest – QA Testing (concrete sampling, proctors & laboratory testing)			\$20,000.00	
SUBCONTRACTOR TOTAL:				<b>\$20,000.00</b>
9. TRAVEL			ESTIMATED COST	
A. Transportation:	0.55 mile	4500	\$2,475.00	
B. Per Diem: (Ref. LAC per diem policy)	155	0	\$0.00	
TRAVEL TOTAL:				<b>\$2,475.00</b>
10. OTHER REIMBURSABLE COSTS			ESTIMATED COST	
Printing, Plotting, Advertising, etc.			\$100.00	
OTHER REIMBURSABLE TOTAL:				<b>\$100.00</b>
SUBTOTAL ITEMS 7-10:				<b>\$147,381.00</b>
11. GROSS RECEIPTS @ 7.875%				<b>\$11,606.25</b>
12. TOTAL PRICE				<b>\$158,987.25</b>