



AGR16-057a

INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **AMEC Foster Wheeler Environment & Infrastructure, Inc.**, a Nevada corporation ("Contractor"), to be effective for all purposes June 15, 2016.

WHEREAS, the County Purchasing Agent 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. 16-057 (the "RFP") on April 17, 2016, requesting proposals for Geotechnical and Construction Materials Testing Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated May 4, 2016 ("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, as part of a multiple source award, approved this Agreement and AGR16-057b, AGR16-057c, and AGR16-057d at a public meeting held on June 14, 2016; and

WHEREAS, the aggregate compensation between this Agreement and Agreement Nos. AGR16-057b, AGR16-057c and AGR16-057d are not to exceed the sum of ONE MILLION DOLLARS, (\$1,000,000.00), excluding New Mexico gross receipts taxes ("NMGR"); and

WHEREAS, Contractor will 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:

Contractor shall provide the engineer of record and/or County's Project Manager ("PM") with information necessary for designing projects, evaluating condition of existing infrastructure, and facilitating prudent decision-making during construction.

The Geotechnical and Construction Testing Services consist of any or all of the following Services and Deliverables:

1. **Geotechnical Investigation and Laboratory Testing:** Foundation and geologic / geotechnical exploration shall follow the procedures, requirements and guidelines as outlined

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in the latest edition of the New Mexico Department of Transportation ("NMDOT") Materials Geotechnical Manual ("Manual"). The geotechnical exploration and laboratory testing shall include at least the following:

- a. For roadway, soil sampling and testing during construction shall represent the 2-foot prism of finished subgrade.
- b. For bridge elements, one (1) soil boring and/or rock core shall be completed at each abutment and each pier element. At the abutments the borings should be taken to a depth of eighty (80) feet. At the piers, the borings should be taken to a depth of one hundred (100) feet. Lesser depths of exploration will be acceptable with the presence of bedrock or very dense soil strata.
- c. For retaining walls, one (1) 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.
- d. For drainage or utility structures and trenches, the need for borings will be determined on a site-by-site basis.
- e. Perform required lab testing and soil classifications as required by the Manual. Lab testing may require consolidation and tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, or rock core point load and unconfined compression tests.

2. **Laboratory and Field Testing During Construction:** Field Quality Control Quality Assurance ("QCQA") support during project construction may be required on a day to day basis, in accordance with the construction project work schedule, or as otherwise directed by the County's Project Manager. Sampling and testing shall be performed in accordance with project specifications and/or NMDOT Minimum Testing Requirements. For this Agreement, Quality Control ("QC") is best described as the control of day to day testing operations during construction for the placement of construction materials in conformance with the Project's plans and specifications. Quality Assurance ("QA") is best described as the periodic verification testing of the QC operations including the respective materials suitable for placement, also in conformance with the Project's plans and specifications.

Required field sampling and testing includes, but is not limited to, field density tests using a nuclear densometer (trench bedding and backfill, subgrade, base, Hot Mix Asphalt a.k.a. "HMA"), concrete compressive strengths, concrete slump, concrete air-entrainment, concrete unit weight, modified proctor, standard proctor, sieve analysis, Atterberg limits, HMA Superpave (most common) and Conventional lab testing, material source acceptance testing, determination of the strength of soil-lime or soil-cement mixtures, and R-values.

Required sampling and testing of construction materials for source acceptance includes, but is not limited to, the following: concrete and asphalt aggregates, cement, asphalt binder, hydrated lime, reinforcing steel tensile strength, base materials, engineered fill, foundation material and/or subgrade including lime or cement mixtures, bedding material, and hot mix asphalt.

Attendance and involvement at meetings, such as design team meetings, preconstruction, weekly construction project meetings, and pre-paving operation conferences.

Coordination and involvement with a general contractor's work schedule as it relates to the appropriate time to observe work activities, obtain samples, and conduct testing. Both County and a general contractor rely on prompt performance of services and accurate and

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timely reporting of results to meet construction project progress, production and completion schedules and allows for timely adjustment of field operations or batch plant manufacturing.

Construction projects, under the terms of the respective contracts, may be subject to pay adjustments based on the quality of hot mix asphalt materials, in-place density of the hot mix asphalt materials, and the record compressive strength of Portland cement concrete in accordance with project specifications. As part of QC, Contractor may be tasked to core both top and lower mats for representative lot acceptance. County or Contractor will input the test results into the latest NMDOT CPF ("Composite Price Factor") for non-QLA ("Quality Level Assurance") spreadsheets for hot mix asphalt less than twenty thousand (20,000) tons being produced.

Observation and documentation of the quality of materials and their placement/installation during construction that would include any visits to batch plant or source pit locations.

Sampling or testing (i.e. pavement coring, drilling, etc.) whether performed during the project design or construction phase, may require traffic control services. Depending on the situation, these services may be provided by a general contractor, or by the Contractor. Traffic Control Services shall only be performed by those possessing a nationally recognized traffic control certification (i.e. IMSA, ATSSA or equivalent) and include preparation of a traffic control plan, and installation and management of traffic control devices for the duration of their use. The Contractor shall call for utility locates using New Mexico One Call service and complete any and all permits, as necessary. County will waive County permit fees and will compensate for traffic control services through the task order process. During construction, traffic control operations shall be coordinated with a general contractor to avoid any conflict within an established work zone.

Return condition of sampled locations: The Contractor or its subcontractor is responsible for the proper patching of core holes using County accepted patching materials, as well as final site clean-up (i.e. filling holes, sweeping tracked areas, leveling wheel ruts caused by sampling operation, etc.) once sampling operations are completed.

1. Deliverables:

County will issue Task Orders. The timing and format of such deliverables shall be included in each Task Order. When tasked, the following deliverable shall include any single or combination of the following:

- a. Results on test reports must include "pass" or "fail" description associated with the quality criteria identified in the construction contracts, the most current NMDOT, AASHTO or AWWA Specifications, International Building Code ("IBC"), and as determined by County's Project Manager. Soil Classifications are reported as "AASHTO method" unless otherwise specified within the Task Order. Hot Mix Asphalt ("HMA") laboratory testing is to follow AASHTO test procedures for conformance to Superpave design requirements unless otherwise specified within the Task Order.
- b. Geotechnical investigation reports shall include remedies or solutions to soil-foundation problems identified. Reports shall specify the required test results as requested by County.

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- c. Field documentation or daily records specific to quality and description of construction materials and their placement/installation methods (e.g. field test reports documenting weather conditions, discussions with the PM and/or a general contractor, and any pertinent information on the work being performed such as recommended roll patterns to achieve proper density).
- d. NMDOT CPF ("Composite Price Factor") for non-QLA ("Quality Level Assurance") completed for each lot of HMA placed.

2. Minimum Requirements:

The testing services that are to be provided shall come from an AMRL (AASHTO Materials Reference Laboratory) qualified laboratory for soil and aggregate testing; for concrete testing, the testing laboratory shall be a CCRL ("Cement and Concrete Reference Laboratory") or ACI ("American Concrete Institute") qualified laboratory for both field and lab, whichever is applicable. The certifications are to be provided to County.

3. Task Orders Process and Payment:

Under this Agreement, all work shall be performed through Task Order(s). Task Order(s) will be prepared for each project with a not-to-exceed amount. County will determine the level of testing and coordination required.

a. Task Orders for Geotechnical Services for Design or Studies:

County shall pay on a lump sum basis for specific geotechnical projects for design or studies. Studies may include research/analysis for determining condition of existing infrastructure such as buildings and roads. There will be projects with various levels of complexity (e.g., projects requiring simple to complex traffic control, pavement coring to subsurface investigations, the time required to complete the work requiring some or no overtime, reports based on complex geotechnical studies and other reimbursables). Contractor will be provided with documents in the form of plans and specifications for the purpose of defining the specific scope of services within a task order.

Contractor shall ensure that the lump sum cost conforms to the rates and reimbursables specified in the unit fee schedule, as well as the amount of time and quantity of materials used to perform Geotechnical Services for Design or Studies.

b. Task Orders for Construction Testing Services ("QCQA"):

County shall pay for QCQA testing services during construction on a time and materials basis. The rates and reimbursables specified in the unit fee shall be the basis of compensation used to perform QCQA testing services during construction. Reports are incidental to the tests performed as described in the unit fee schedule attached as Exhibit "A."

4. Mileage Rates:

County shall pay mileage at the then current Federal Rate. The rate shall apply from Contractor's point of operation to the County-specific project site and/or between County-specific project sites.

5. Overtime:

Overtime premium of one and one-half (1.5) times the hourly rate will apply for services provided Monday through Friday that are in excess of eight (8) hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Contractor recognized holidays. Technician charges are portal to portal and include testing equipment (minimum two (2) hour charge).

6. Reporting Fees for Geotechnical Services for Design or Studies:

The rates and reimbursables specified in the unit fee schedule identified in Exhibit "A," attached hereto and incorporated herein by reference, shall be the basis of compensation used for reporting fees for Geotechnical Services for design purposes or studies.

7. Reporting Fees for Field-Testing and Lab Testing:

Reporting fees for field-testing and lab testing are incidental to the cost of test results and hourly technician/engineer/geologist rates identified in the unit fee schedule, attached hereto as Exhibit "A".

8. Subcontracting With Other Certified Testing Laboratories to Perform Specialized Testing Which the Consultant Is Not Certified to Perform:

Contractor's compensation from County shall include all costs including mark-ups for profit and overhead. County will not make direct payment to any of Contractor's subcontractors, certified or not.

9. Compensation for Traffic Control Services:

Traffic control services will be provided at a lump sum price. County will, in part, coordinate traffic control management and devices with a general contractor during construction if Contractor is required to do sampling and testing within an established work zone. Compensation for these services shall include all costs including mark-ups for profit and overhead. County will not make direct payment to any of Contractor's subcontractors, certified or not.

10. Coordination and Fees:

Coordination will include, but not be limited to, participating in pre-construction meetings, weekly project meetings, and special meeting sessions as determined by the Project Manager. The cost will be based on the respective rates identified in the unit fee schedule, attached hereto as Exhibit "A," and as amended herein.

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SECTION B. TERM: The term of this Agreement shall commence June 15, 2016 and shall continue through June 14, 2020, unless sooner terminated, as provided herein. At County's sole option this Agreement may be renewed for up to an additional three (3) year period.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the fee schedule attached hereto and incorporated by reference for all purposes as Exhibit "E", Cost Summary Sheet. Total compensation shall not exceed ONE MILLION DOLLARS (\$1,000,000.00), including all reimbursable expenses.

County shall pay compensation for approved reimbursable expenses at actual cost with no markup for any equipment, items, or third party services required and requested to execute a Task Order. Equipment or other property so reimbursed is the property of County and will be returned to County upon demand or at the completion of the Task Order. Procurement and reimbursement must be authorized in writing by County.

2. **Monthly Invoices.** Contractor shall submit invoices to County's Project Manager indicating Task Order number, services performed, dates and times services were performed, personnel providing services, amount of compensation due, amount of any New Mexico gross receipts tax ("NMGR"), and total amount payable. 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 correct billing, and 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 will 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 will 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 exceeds 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

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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 will 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) combined single limit 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

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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, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

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 will 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:

Project Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 160
Los Alamos, New Mexico 87544

Contractor:

Dan Kwiecinski, PE Project Principal
AMEC Foster Wheeler Environment
and Infrastructure, Inc.
8519 Jefferson Street NE
Albuquerque, New Mexico 87113

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. 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. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

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


SHARON STOVER
COUNTY CLERK

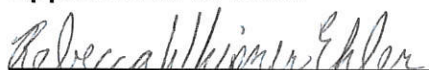


INCORPORATED COUNTY OF LOS ALAMOS

BY: 
HARRY BURGESS
COUNTY MANAGER

6/14/16
DATE

Approved as to form:


REBECCA W. EHLE
COUNTY ATTORNEY

AMEC FOSTER WHEELER ENVIRONMENT AND
INFRASTRUCTURE, INC., A NEVADA
CORPORATION

BY: 
DAN KWIECINSKI, PE

6/27/16
DATE

TITLE: NM OPERATIONS MANAGER

Attachment A

Exhibit "A"
Cost Summary Sheet
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UNIT FEE SCHEDULE - General Staff, Reimbursables, Special Service and Inspection, Laboratory Tests (Soils, Concrete, Asphalt, Aggregate), Drilling and Coring, Sampling and Equipment, and Proposed Annual Price Increase * All prices are subject to change		
Category 1: General Staff -The following unit rates for project rated time including travel to and from the project site shall be determined by the Offeror	Rate measure	Cost Quote
Principal Engineer	\$/hour	200.00
Registered Professional Engineer/Geologist	\$/hour	190.00
Staff Eng./Geologist	\$/hour	100.00
Senior Engineering Technician (includes field sampling and field testing)	\$/hour	75.00
Engineering Technician (includes field sampling and field testing)	\$/hour	55.00
Draftsman	\$/hour	50.00
Typist/Data Entry Specialist	\$/hour	55.00
Field Engineer	\$/hour	100.00
Category 2: Reimbursables - Charges shall be made on an hourly, mileage, or daily rate where applicable.	Rate measure	Cost Quote
Travel (Actual cost or other)	Explain	80*/150**
Per Diem (may include lodging and meals)	Explain	95.00
Mileage for any vehicle	\$/mile or Explain	N/A
Copies	\$/page	0.65
Other	Explain	N/A
Category 3: Special Services And Inspection - Quoted based on Project Scope	Rate measure	Cost Quote
Compaction Control of Engineered Structural Fill	\$/hour	55.00
Concrete Inspection and Control	\$/hour	55.00
Trench Compaction Inspection and Control	\$/hour	55.00
Bituminous Plant Calibration	\$/hour	95.00
Concrete or Asphalt coring	\$/hour	75.00
Windsor Probe	\$/Each	150.00
Reinforcing Steel Inspection and Control	\$/hour	85.00
Bolt and Weld Connection Inspection and Control	\$/hour	85.00
Fire Proofing Testing Onsite	\$/hour	85.00
Vibration Monitoring	\$/hour	65.00
Video Recording	\$/hour	65.00

Composite Price Factor (CPF) Determination for Asphalt Materials-non QLA	\$/Lot	85.00
Pay Adjustment Factor based on record compressive strength of Portland cement concrete	\$/Lot	65.00
Outside Services and Material Reimbursement (% mark-up for profit and overhead)	Percent (%)	15
Category 3 Laboratory Tests - Soils		
	Rate measure	Cost Quote
Moisture – Density Relation Test Standard Proctor (ASTM D-698)	\$/Each	150.00
Moisture – Density Relation Test Modified Proctor (ASTM D-1557)	\$/Each	150.00
Sieve Analysis (3" through #200) (ASTM C-136)	\$/Each	70.00
Plasticity Index (Atterberg Limits)(ASTM D-4318)	\$/Each	70.00
Hydrometer Analysis (ASTM D-422)	\$/Each	250.00
Moisture Content	\$/Each	15.00
FHA Soil Volume Change Meter	\$/Each	50.00
Percent Consolidation	\$/Each	180.00
Time Rated Consolidation (ASTM D-2435)	\$/Each	210.00
Direct Shear (ASTM D-3080)	\$/Each	250.00
Permeability (Constant or Falling Head), Undisturbed	\$/Each	320.00
Permeability (Constant or Falling Head), Remolded	\$/Each	360.00
Unconsolidated Undrained Triaxial Shear (ASTM D-2850)	\$/Each	265.00
Unconfined Compression, Undisturbed (ASTM D-2166)	\$/Each	90.00
Unconfined Compression, Remolded (ASTM D-2166)	\$/Each	90.00
Density of Undisturbed Ring Sample	\$/Each	20.00
California Bearing Ratio (CBR) (ASTM D1883) Includes the Moisture Density Relation/Proctor	\$/Each	410.00
Specific Gravity - #10 Fraction) (ASTM D-854)	\$/Each	75.00
Sample Prep (Laboratory)	\$/Each	N/C
Soil pH(ASTM G-51)	\$/Each	55.00
Soil Resistivity (ASTM G-57)	\$/Each	65.00
One Dimensional Swell (ASTM 4546)	\$/Each	125.00
R-Values (AASHTO T190-98)	\$/Each	295.00
Category 3 Laboratory Tests - Concrete		
	Rate measure	Cost Quote
Compressive Strength Tests (Curing & Gapping)	\$/Each	18.00
Concrete Cylinders & Cubes (ASTM C-39)	\$/Each	18.00
Hold Cylinders not Tested	\$/Each	18.00
Flexural Strength (Beams) (ASTM C-78)	\$/Each	60.00
Concrete Cores (ASTM C-39)	\$/Each	60.00
Single use Cylinder Molds	\$/Each	Included in strength test rate

Concrete Mix Design	\$/Each	3,000.00
Less Aggregate Tests/negotiable	\$/Each	2,300.00
Cement treated Base Mix Design	\$/Each	1,500.00
Category 3 Laboratory Tests- Asphalt	Rate measure	Cost Quote
Asphalt Concrete Pavement Analysis (includes extraction, gradation, Marshall unit weight, flow, stability, calculation of air voids and voids filled per set of 3 Marshalls)	\$/Each	445.00
Asphalt Concrete Mix Design	\$/Each	2,500.00
Lab Verification of Asphalt Mix Design	\$/Each	1,200.00
Retained Stability of Bituminous Mixture (ASTM D-1075)	\$/Each	450.00
Extraction & Gradation of Bituminous Mixture (ASTM D-2172)	\$/Each	180.00
Unit Weight, Stability & Flow (ASTM D-1559)	\$/Each	185.00
Asphalt Core Density and Length (ASTM D-2726)	\$/Each	60.00
Maximum Theoretical Specific Gravity (ASTM D-2041)	\$/Each	80.00
Gyratory Specimens (AASHTO T-312)	\$/Each	190.00
OGFC Mix Design	\$/Each	1,200.00
Super Pave Mix Design	\$/Each	4,500.00
Category 3 Laboratory Tests- Aggregate	Rate measure	Cost Quote
Clay Lumps - Friable Particles (ASTM C-142)	\$/Each	85.00
Organic Impurities (ASTM C-40)	\$/Each	80.00
Sand Equivalent (ASTM D-2419)	\$/Each	80.00
Fractured Face Count + #4	\$/Each	80.00
Fractured Face Count + #10	\$/Each	80.00
Los Angeles Abrasion (ASTM C-131)	\$/Each	220.00
Magnesium or Sodium Sulfate Soundness (ASTM C-88)	\$/Each	250.00
Specific Gravity & Absorption (Coarse or Fine Aggregate) (ASTM C-127, C-128)	\$/Each	75.00
Unit Weight (ASTM C-29)	\$/Each	80.00
Lightweight Pieces (ASTM C-123)	\$/Each	250.00
Flat and Elongated pieces	\$/Each	80.00
Aggregate Correction Factor (ASTM C-231)	\$/Each	80.00
Uncompacted Void Content (Fine Agg.) (ASTM C-1252)	\$/Each	80.00
Category 4 Drilling and Sampling (Sub surface investigation using CME-55 CME-45 CM-75 Drill Rig or equivalent)	Rate measure	Cost Quote

Crew Travel	Explain	150.00
Auger drilling and Sampling	\$/day	1,200.00
Support Vehicle	\$/day	275.00
Other	Explain	N/A
Category 4 Coring and Sampling (Pavement surfacing and subgrade soil profiles using core drilling equipment)		
	Rate measure	Cost Quote
Crew Travel	Explain	150.00*/1,200.00**
Core drilling and Sampling	\$/day	1,500.00
Support Vehicle	\$/day	220.00
Core drilling, asphalt surface to 5 feet depth	\$/each	120.00
Core drilling asphalt surface to 10 ft depth	\$/each	240.00
Other	Explain	N/A
Category 5 Proposed annual price increase		
	Rate measure	Cost Quote
Year 2	Percent (%)	0
Year 3	Percent (%)	2
Year 4	Percent (%)	2
Year 5 (upon the 1 st renewal period)	Percent (%)	2

- Attach a separate sheet for any Item needing explanation including firm/s' definition of overtime respective rates.

*/**

SEE ATTACHED PRICE AGREEMENT FORM-"ITEMS NEEDING EXPLANATION ON RATE MEASURE"
(NEXT PAGE)

**Price Agreement Form
Items Needing Explanation on Rate Measure**

Category 2: Reimbursables

Travel- Based on a Round Trip Vehicle Charge from location of office. Rates are as follows:

- Santa Fe Office (materials testing): \$80.00/per trip
- Albuquerque Office (special inspection services): \$150.00/per trip

Category 4a: Drilling and Sampling CME-55, CME-45, CM-75 Drill Rig or equivalent

- Crew Travel - \$150.00/hr.
- Auger Drilling- \$1,200.00/day

Category 4b: Coring and Sampling Using Core Drilling Equipment

- Crew Travel - \$150.00/hr.
- Rock Coring - \$1,200.00/day

Amec Foster Wheeler does not charge any overtime, straight time applies to all respective rates included in the fee schedule.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2016

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

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

PRODUCER Construction Risk Partners, LLC Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: ZURICH AMER INS CO INSURER C: ACE PROP & CAS INS CO INSURER D: AMERICAN ZURICH INS CO INSURER E: INSURER F:
INSURED Amec Foster Wheeler Environment & Infrastructure, Inc. 8519 Jefferson NE Albuquerque, NM 87113	NAIC # 22667 16535 20699 40142

COVERAGES**CERTIFICATE NUMBER:** 47223762**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		HDO G24557728	05/01/16	05/01/17	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll \$1,000		BAP 9483148-05	05/01/16	05/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	XOO G27240665	05/01/16	05/01/17	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC 3504866-15 WC 3867133-09	05/01/16 05/01/16	05/01/17 05/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Architects & Engineers Prof.		IPR 1008375-01	05/01/16	05/01/17	Any One Claim/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: AGR16-057a Geotechnical & Construction Materials Testing Services, Contract #: AGR16-057a

Project Start Date: Jun 15, 2016, Project End Date: Jun 14, 2020

Incorporated County of Los Alamos is an additional insured on the General Liability, Automobile Liability and Umbrella Liability policies as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Incorporated County of Los Alamos 101 Camino Entrada, Building 3 Los Alamos, NM 87544 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Attachment A William R. Harrison
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**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 16-057a**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Wood Environment & Infrastructure Solutions, Inc.**, a Nevada corporation formerly known as AMEC Foster Wheeler Environment & Infrastructure, Inc., ("Contractor"), to be effective for all purposes June 15, 2020.

WHEREAS, County and Contractor entered into Agreement No. AGR16-057a on June 15, 2016 (the "Agreement") for Geotechnical and Construction Materials Testing; and

WHEREAS, the Services are ongoing and County and Contractor wish to extend the term as allowed for in the original terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

1. Delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence June 15, 2016 and shall continue through June 14, 2021, unless sooner terminated, as provided herein. At County's sole option this Agreement may be renewed for up to an additional two (2) year period.

2. Add two (2) new Sections titled "V." and "W."


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

SECTION W. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in counterparts, each of which shall be deemed an original.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 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



NAOMI D. MAESTAS
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY: /s/ Harry Burgess 4/20/20
HARRY BURGESS DATE
COUNTY MANAGER

Approved as to form:

/J. Alvin Leaphart

J. ALVIN LEAPHART
COUNTY ATTORNEY

**WOOD ENVIRONMENT & INFRASTRUCTURE, INC, A
NEVADA CORPORATION**

BY: _____
Attachment NAME: _____ DATE
TITLE: _____

AGR16-057a-A2

**AMENDMENT NO. 2
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 16-057a**

This **AMENDMENT NO. 2** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Wood Environment & Infrastructure Solutions, Inc.**, a Nevada corporation formerly known as **AMEC Foster Wheeler Environment & Infrastructure, Inc.**, ("Contractor"), to be effective for all purposes June 15, 2021.

WHEREAS, County and Contractor entered into Agreement No. AGR16-057a on June 15, 2016, and Amendment No. 1, AGR16-057a-A1, dated June 15, 2020, (as amended, the "Agreement") for Geotechnical and Construction Materials Testing; and

WHEREAS, the Services are ongoing and County and Contractor wish to extend the term as allowed for in the original terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

I. Delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence June 15, 2016, and shall continue through June 14, 2022, unless sooner terminated, as provided herein. At County's sole option this Agreement may be renewed for up to an additional one (1) year period.

II. Add two (2) new Sections titled "X." and "Y."

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

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 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



**NAOMI D. MAESTAS
COUNTY CLERK**



INCORPORATED COUNTY OF LOS ALAMOS

BY: Harry Burgess 5/17/2021
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:


J. ALVIN LEAPAHART
COUNTY ATTORNEY

for

**WOOD ENVIRONMENT & INFRASTRUCTURE
SOLUTIONS, INC., A NEVADA CORPORATION**

BY: Dan Kwiecinski 5/17/2021
Attachment NAME: Dan Kwiecinski **DATE**
TITLE: NM Operations Manager

AGR16-057a-A3

**AMENDMENT NO. 3
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 16-057a**

This **AMENDMENT NO. 3** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Wood Environment & Infrastructure Solutions, Inc.**, a Nevada corporation ("Contractor"), to be effective for all purposes June 15, 2022.

WHEREAS, County and Contractor entered into Agreement No. AGR16-057a on June 15, 2016, Amendment No. 1, AGR16-057a-A1, dated June 15, 2020, and Amendment No. 2, AGR16-057a-A2, dated June 15, 2021 (as amended, the "Agreement") for Geotechnical and Construction Materials Testing; and

WHEREAS, the Services are ongoing and County and Contractor wish to extend the term as allowed for in the original terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree to Delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence June 15, 2016, and shall continue through June 14, 2023, unless sooner terminated, as provided herein.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 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


**NAOMI D. MAESTAS
COUNTY CLERK**

**INCORPORATED COUNTY OF LOS ALAMOS**

By: Steven Lynne 4/26/2022
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:


for

**J. ALVIN LEAPHART
COUNTY ATTORNEY**

**WOOD ENVIRONMENT & INFRASTRUCTURE
SOLUTIONS, INC., A NEVADA CORPORATION**

By: Daniel Kwiecinski 4/27/2022
DANIEL KWIECINSKI **DATE**
NEW MEXICO OPERATIONS MANAGER

Attachment