



NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
1312 Basehart SE # 200, Albuquerque, NM 87106 • (505) 843-6272 • <https://www.nmpsfa.org/>

GEOTECHNICAL PROFESSIONAL SERVICES CONTRACT # PA2023-07

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Public School Facilities Authority, hereinafter referred to as the “PSFA,” and Geo-Test Inc., hereinafter referred to as the “Contractor,” and is effective as of the date set forth below.

WHEREAS, the PSFA issued a Request for Proposals, titled “Geotechnical Engineering/Report and Special Inspection/Material Testing Services” (RFP);

WHEREAS, the RFP, Addenda and the Proposal submitted by Contractor are incorporated by reference and made a part of this Agreement by way of reference;

WHEREAS, the Contractor has the experience, technical ability and is fully licensed to provide geotechnical engineering services in conformity with the laws of the State of New Mexico;

WHEREAS, this Agreement shall be utilized by the PSFA and school districts collectively, on an as-needed-basis, when the PSFA and school districts are Co-Owners of a Public School Capital Outlay Council (PSCOC) funded project, or by the PSFA or school districts acting on their own; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- A. For each Project, the Contractor shall provide and perform all necessary, required, services specified in the Contractor’s accepted and approved Quote in conformance with the services listed at **Exhibit A** of this Agreement.
- B. Contractor shall submit a proposal for each Project on the established Quote Form hereto attached as **Appendix No. 1**.
- C. A purchase order will be assigned for each Project.

2. Compensation.

- A. The Contractor shall be compensated in full payment for services satisfactorily performed for completion of set deliverables as set forth in the accepted and approved Quote in conformance with the rates established at **Exhibit B**.

- B. Payment shall be made upon acceptance of each deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice.
- C. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance.
- D. The Contractor shall be reimbursed for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification Number. Contractor and all subcontractors shall pay all Federal, state and local taxes Applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold OWNER AND CO-OWNER harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- E. The Contractor shall be reimbursed for allowed travel expenses herein defined in **Appendix No.1**. Itemized receipts are required as expense documentation for all reimbursements. If an itemized receipt is not submitted as the expense documentation, reimbursement for that purchase will not be given. Lump sum receipts will not be accepted. Allowed billable travel expenses shall not exceed the State of New Mexico's current allowable travel and per diem limits; NMAC 2.42.2.8.A-B.
- F. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached in the approved and accepted quote. Contractor is responsible for notifying the PSFA when the services provided under the quote reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without an amendment to the quote.

3. **Term.**

This Agreement shall become effective when signed by the PSFA and shall terminate on **January 23, 2027** unless terminated pursuant by the Termination and Appropriations provisions of this Agreement. The PSFA reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in this case, the Agreement shall not exceed the total number of years allowed pursuant to Section 13-1-50 NMSA 1978.

4. **Termination.**

- A. **Grounds.** The PSFA may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the PSFA's uncured, material breach of this Agreement.

B. Notice; PSFA Opportunity to Cure.

- 1) Except as otherwise provided in Paragraph (4)(B)(3), the PSFA shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give PSFA written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the PSFA's material breaches of this Agreement upon which the termination is based and (ii) state what the PSFA must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the PSFA does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the PSFA does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the PSFA; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the PSFA's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PSFA'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the PSFA or the Contractor of notice of termination of this Agreement, the Contractor shall:

- 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the PSFA;
- 2) comply with all directives issued by the PSFA in the notice of termination as to the performance of work under this Agreement; and
- 3) take such action as the PSFA shall direct for the protection, preservation, retention or transfer of all property titled to the PSFA and records generated under this Agreement.

Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the PSFA upon termination and shall be submitted to the PSFA as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the PSFA to the Contractor. The PSFA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the PSFA proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the PSFA and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the PSFA.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the PSFA. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring PSFA.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the PSFA, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the PSFA no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any PSFA employee while such employee was or is employed by the PSFA and participating directly or indirectly in the PSFA's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State

whose official act, while in State employment, directly resulted in the PSFA's making this Agreement;

- 4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
 - 5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
 - 6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the PSFA.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the PSFA relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the PSFA if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the PSFA and notwithstanding anything in the Agreement to the contrary, the PSFA may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the PSFA proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Penalties for Violation of Law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the PSFA.

18. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the PSFA, the General Services Department/State Purchasing Division and the State Auditor. The PSFA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the PSFA to recover excessive or illegal payments

19. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the PSFA and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property

during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the PSFA and the Risk Management Division of the New Mexico General Services Department by certified mail.

20. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

21. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

22. Insurance.

A. Prior to any work/services to be performed for any Project under this agreement, the Contractor shall provide the PSFA and Co-Owner with a Certificate of Insurance acceptable to the PSFA for the following described insurance coverages. The Certificates of Insurance shall clearly state the coverages, limits of liability, covered operations, effective dates and dates of expiration of policies of Insurance. The Insurance shall be written on an occurrence basis. The PSFA shall be listed as additional insured on the Contractor's policies. The Certificates of Insurance shall contain provisions that coverages afforded under the policies will not be canceled or allowed to expire until at least forty-five (45) days prior written notice has been given to the PSFA.

- i. **Worker's Compensation Insurance and Employer's Liability Insurance.** Worker's compensation insurance and employer's liability insurance in compliance with the laws of all applicable jurisdictions and any other coverages that may apply where the work is performed covering all employees engaged in the performance of the Work associated in this Agreement and any project hereunder, including coverage for Employer's Liability for:
 - a. Bodily Injury by Accident: \$100,000 each accident
 - b. Bodily Injury by Disease: \$100,000 each employee
- ii. **Comprehensive General Liability Insurance,** including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability, for all liability the Contractor will assume under the awarded Agreement. Limits shall not be less than the following:
 - a. Bodily Injury: \$1,000,000 per person / \$1,000,000 per occurrence.

- b. Property Damage or combined single limit coverage: \$1,000,000.
- c. Personal and advertising injury limit: \$1,000,000.

iii. **Professional Liability Insurance.** The Contractor shall provide and maintain Professional Liability Insurance with one million dollar limit (\$1,000,000) and shall be maintained in full force and effect at all times during the performance of Project.

iv. **Liability Insurance.** The Contractor shall maintain insurance that shall protect the Contractor from claims set forth below, which may arise out of or result from operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by anyone directly or indirectly employed, or by anyone for whose acts may be liable:

- a. Claims under Workers' Compensation, Disability Benefit and other similar Employee Benefit Acts, which are applicable to the Work to be performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

B. The Contractor will promptly notify and furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

C. All policies shall be endorsed to provide that the underwriters and insurance companies of the Contractor shall not have any right so subrogate against the PSFA, Co-Owner or the State of New Mexico.

23. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the PSFA:

Daniel Dominquez, Contract Analyst
New Mexico Public School Facilities Authority
1312 Basehart Rd., SE Suite 200
Albuquerque, New Mexico 87106
Telephone: 505-468-0262

To the Contractor:

Patrick J. Byres CEO/President
Geo-Test Inc.
3204 Richards Lane
Santa Fe, NM 87507

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Equitable Remedies**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the PSFA irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the PSFA, and the Contractor consents to the PSFA's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The PSFA's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that PSFA may have under applicable law, including, but not limited to, monetary damages.

26. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the Contractor and PSFA signature below.

By:

[REDACTED]

Patrick J. Byres CEO/President
CEO/President
Geo-Test Inc.

Date: 01-23-2022

By: 

Martica Casias
PSFA Executive Director
New Mexico Public School Facilities Authority (PSFA)

Date: 2.2.2023

The records of the Taxation and Revenue Department reflect that the **Contractor** is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

Contractor NM Tax ID Number: 

EXHIBIT A
Scope of Work

1. INTRODUCTION

- 1.1 The Contractor shall perform and provide the following Geotechnical Materials and Soil Testing services by licensed, qualified personnel (qualified by applicable education, knowledge, and/or experience) skilled in performing and completing all required geotechnical materials and soil testing services.
- 1.2 The Contractor shall provide qualified personnel (qualified by applicable education, knowledge, and/or experience) skilled in performing and completing all required geotechnical materials and soil testing services.

2. COMMUNICATION FACILITATION REQUIREMENTS

- 2.1 Communication utilizing the NMPSFA Internet/Web based Construction Information Management System (CIMS) is a requirement of Basic Services. The Geotechnical firm shall, if needed and within seven (7) days following execution of a Purchase Order to provide Geotechnical services for a project, schedule NMPSFA training of project personnel on the use of NMPSFA-CIMS. The Geotechnical firm shall utilize the NMPSFA-CIMS for project management during development of the Contract Documents and for project administration during construction of the project. Each party shall:
 - 2.1.1 Create all contractual communications through the NMPSFA-CIMS and load all reports, meeting notes, and any other pertinent project information into the NMPSFA-CIMS.

3. PROPOSALS FOR EACH PROJECT SHALL BE SUBMITTED

- 3.1 For each Project, awarded Geotechnical firms will be requested to submit a quote utilizing the Quote Form at Appendix F. The services shall be in accordance with the services outlined in the Sample of Requested Services along with the fees schedule established in the Contract.

4. GEOTECHNICAL SERVICES

- 4.1 Provide a full range of geotechnical, soils investigation, testing and analysis services in support of new construction developments or retrofit/repair of existing facilities or structures. Conduct site & subsurface geotechnical investigations, site characterization, and geotechnical foundation design recommendations. Soils investigation may include, but not limited to, a mix of the following geotechnical engineering services:
 - Recommendations on types of foundations and depths.
 - Recommend soil bearing pressures for continuous and/or spread footings as a function of footing widths and depths.
 - If piles are required, recommend types of piles, method for determining driving resistance, pile capacity curves, and group efficiency.

- Retaining walls – equivalent fluid pressure on cantilever and basement type walls for level and sloping backfill (drained and undrained).
- Compaction requirements and methods for backfill.
- Drain materials specification for backfill material behind retaining walls.
- Passive pressure for design.
- Friction factor and statement whether friction may be combined with passive pressure.
- Groundwater – found or anticipated.
- Soil properties including density, cohesion, and angle of internal friction.
- Statement of expected cut slopes for structure excavation or data for Contractor's design of shoring (braced or unbraced).
- Structure settlements – total or differential, including settlement versus time.
- Subbase requirements for foundations.
- Site preparation requirements including use of onsite or imported fill materials specifications on fill material.
- Corrosion problems due to soluble salts in the soil.
- Embankment slopes.
- Erosion control for slopes.
- Percolation data, where applicable.
- Statement of site specific soils classification as described in the current IBC as required for seismic design of the building structure on this site.
- Slope stability analysis for buried reservoirs including lining and drain requirements.
- Pavement recommendations including thickness and course classifications.
- *Statement of natural soil frequency and subgrade modulus.
- Review project site preparation and foundation plans and earthwork specifications prior to construction bidding.

*Natural soil frequency required for “special” foundations supporting compressors, standby power equipment, heavy pumps, etc. Subgrade modulus required for heavy-duty pavement design.

5. MATERIALS TESTING

- 5.1 Provide a full range of **Construction Materials Testing and Inspection Services** including testing of soils and other building materials during construction of a wide variety projects.

Inspection and Materials Testing Services may include, but not limited to:

- Concrete: Batch Plant, Pre-stress/Post-Tension, Concrete Strength Testing
- Structural Steel: Bolting, Erection, Welding, Welding Qualifications
- Masonry and Roofing
- Field and Plant Asphalt Concrete
- Aggregate, Concrete & Masonry: Beams, Blocks, Cubes, Cylinders, Grout/Mortar, Prisms, Shotcrete/Gunite
- Reinforcing and Structural Steel: Bend & Tensile
- Non-Destructive Testing (NDT): Dye Penetrant, Magnetic Particle (i.e., Ground Penetrating Radar Systems), Ultrasonic Radiographic, in-Place Concrete Soundness, and Rebar detection in Concrete

6. TEST REPORTS

- 6.1 For all services/each test performed, the Contractor shall prepare and provide Reports that addresses all of the items set forth below, as well as any other relevant information. The Preliminary Test Report shall be sent to the Owners' Representatives by email within ten (10) days, and the Final Test/Services Report delivered within fifteen (15) days after completion of the service/test.

- Test type, identity of material subject to test, name of person operating test equipment, description of test equipment, including manufacturer, model & serial number.
- Copy of the test data, along with the interpretation of the data.
- Brief statement describing the means and methods of the performance of the test.
- Procedures for the frequency of calibration of the equipment used in the test.
- Photographic documentation substantiating the inspector's interpretations of the test results (where appropriate).
- Signature sheet certifying test results signed by the operator of the test equipment, and the Registered Professional Engineer licensed in the State of New Mexico.

**EXHIBIT B
Rate Schedule**

	*PERSONNEL TITLE/CLASSIFICATION	PAY RATE	
1.	Consultant – Senior, or equivalent* [Required]	\$ 200.00	Per hour
2.	Consultant – Project Engineer, or equivalent* [Required]	\$ 185.00	Per hour
3.	Consultant – Project Manager, or equivalent* [Required]	\$ 140.00	Per hour
4.	Consultant – Staff Observation, or equivalent* [Required]	\$ 85.00	Per hour
5.	Consultant – Field Specialist, or equivalent* [Required]	\$ 85.00	Per hour
		\$	Per hour
		\$	Per hour
		\$	Per hour
		\$	Per hour
		\$	Per hour

Requested Services, as Needed

Item	Description
1	SUPPORT SERVICES
1a	Drill rig – Hollow-stem Auger
1b	Draftsman
2	MATERIALS TESTING SERVICES
2a	Special Inspector ICBO (Structural Masonry, Reinforced Steel, Sprayed on Fireproof Materials, Post Tensioning, etc.)
2b	Senior Engineering Technician
2c	Engineering Technician
2d	Laboratory Sample Preparation
3	SOILS
3a	Field sampling and on-site moisture density tests by Engineering Technician (2 hours minimum per trip)
3b	Overtime for Engineering Technician (over 8 hours per day, before 7am and after 5pm and all day on Saturday and Sunday)
3c	Mechanical Sieve Analysis 3" -#200 (Gradation) (ASTM C136, C117)
3d	Atterberg Limits (ASTM D-4318)
3e	Modified or Standard Proctor with Sieve Analysis, Atterberg Limits & Soil Classifications (ASTM D-1557, ASTM D-698)
3f	Moisture content (natural, in situ, penetration) (ASTM D-2216)
3g	Laboratory Density/Unit Weight & Moisture
3h	Soil Specific Gravity (ASTM D-854)
3i	California bearing ratio (CBR) including proctor of soil (ASTM D-1 883)
3j	Expansion index (ASTM D-4829)
3k	R-Value (ASTM D-2844)
3l	One Dimensional Consolidation (ASTM D-2435)
3m	Per load increment
3n	Triaxial shear CU with pore pressure 3 points (ASTM D-4767)
3o	Permeability – falling head (D-5856, constant head D-2434) undisturbed
3p	Remolded
3q	Pinhole dispersivity (ASTM D-4647)
3r	Undisturbed
3s	Remolded
3t	Unconfined Compression (ASTM D-2166)
3u	Direct Shear (ASTM D-3080) per point
3v	Relative Density (ASTM D-2049)
3w	Hydrometer – Double with Specific Gravity (ASTM D-4221)
3x	Hydrometer (Particle size analysis) (ASTM D-422)
3y	Potability
3z	PH (ASTM G-51)
3.1a	Organic Carbon Content (D-2974)
3.1b	Resistivity (Lab Specimen Only) ASTM method ASTM G-57 (Miller Box)
3.1c	COA Base Course Mix Design – Section 302

Item	Description
4	CONCRETE
4a	Field sampling of fresh concrete for slump, air, and molding cylinders by Engineering Technician (1 hour minimum per trip)
4b	Overtime for Engineering Technician (over 8 hours per day, before 7am and after 5pm, and all day Saturday and Sunday)
4c	Cylinder compressive strength (ASTM C-61 7, C C-34)
4d	Hold Cylinder (not tested)
4e	Cylinder compressive strength (made by others)
4f	Lean fill cylinders compressive strength
4g	Mortar Cubes (ASTM C-109)
4h	Gunite cylinder compressive strength
4i	Grout prisms (ASTM C-1 01 9)
4j	Slab Moisture – Vaprecision Kits
4k	Core compressive strength (includes sample preparation)
4l	Concrete Mix Design
4m	Verification of Mix Design
4n	Flexural Strength of Concrete (ASTM C-78)
4o	Flexural Strength of Concrete (Hold – Not Tested)
4p	Density & Voids, Absorption of Hardened Concrete (set of 4) (ASTM C-642)
4q	Levelness/Flatness Testing of Concrete Floor Slabs
5	SOIL CEMENT
5a	Soil Cement Mix Design
5b	Freeze Thawing of Soil Cement (D-560)
5c	Cement Content by Titration (C-1 078)
5d	Set-up and Calibration of Titration Testing
5e	Heat of Neutralization
5f	Set-up and calibration for Heat of Neutralization Testing
5g	Soil Cement Unit Weight, Sieve Analysis of Moisture
5h	Soil Cement Compressive Strength (C-39)
6	BRICK
6a	Compressive Strength
6b	Flexural Strength
6c	Absorption
7	BLOCK (CMU)
7a	Compressive Strength
7b	Absorption
7c	Masonry Prisms Units
8	ASPHALT
8a	Field Sampling On-Site Density Tests by Engineering Technician (1 hour minimum per trip)
8b	Overtime for Engineering Technician (over 8 hours per day, before 7am and after 5pm, and all day on Saturday and Sunday)
8c	Asphaltic Cement Content by Binder Ignition Method (D-6307)
8d	Sieve Analysis of Aggregate from Bituminous Material (D-5554)
8e	Strip Test
8f	Fracture Face Count (2 Faces Bituminous Materials)
8g	Retained Stability
8h	Marshall Testing of 1 set of 3 Specimens (D-6926, D-6927)

8i	Asphaltic Cement Content by Binder Ignition Method, Sieve Analysis, 1 Set of 3 Marshall with maximum Theoretical
8j	Flat & Elongated (3:1 Ratio) of Asphaltic Aggregate (D-4791)
Item	Description
8k	Asphalt Mix Design, Method without Asphalt Binder Test Properties (4 points)
8l	Length and Density of Asphalt Core Specimens
8m	Maximum Theoretical Density (Rice Method)
8n	Slurry Seal – Extraction, Sieve Analysis, Moisture
8o	Super Pave – Binder Ignition, Sieve Analysis, Maximum Theoretical, Gyratory Compactor Specimens
8p	Relative Density of HMA Specimens by Means of Gyratory Compactor (ASTM D-6925)
9	AGGREGATE LABORATORY TESTING
9a	Field Sampling by Engineering Technician
9b	ATB – Sieve Analysis, Extraction, Unit Weight, and Unconfined Compressive Strength
9c	Sieve analysis of fine and coarse aggregates (ASTM C-1 36)
9d	Coarse (3” -#4)
9e	Fine (#4- #200)
9f	Fracture Face Count from Sieve Analysis of Coarse Aggregate 3” - #4 (ASTM D-2851)
9g	Flat and Elongated Particles from Sieve Analysis of Coarse Aggregate 3” -#4 (ASTM D-4791)
9h	Fine Aggregate Angularity (ASTM C-1 252) Soundness Loss of Aggregate by use of Magnesium or Sodium Sulfate (ASTM C-88)
9i	Coarse Aggregate
9j	Fine Aggregate
9k	Los Angeles Abrasion (ASTM C-1 31)
9l	Los Angeles Abrasion (ASTM C-535)
9m	Sample Preparation
9n	Unit Weight and voids in aggregate (ASTM C-29)
9o	Specific Gravity and Absorption
9p	Coarse (ASTM C-127)
9q	Fine (ASTM C-128)
9r	One-Site Field Rip-Rap Sieve Analysis
9s	Sand Equivalent Value of Soils and Fine Aggregates (ASTM C-142)
9t	On-Site Field Flat and Elongated
9u	Concrete and Asphalt Coring by Engineering Technician (This rate is to include coring equipment and bit wear)
9v	Overtime for Concrete and Asphalt Coring
9w	Freeze Thaw Aggregate
9x	Aggregate Alkali Reactivity (C-289-94)
10	WELDING AND BOLT TORQUE TESTING
10a	AWS/Certified Welding Inspector Visual Inspection
10b	Ultrasonic Testing
10c	Magnetic Particle Testing
10d	Dye Penetrant Testing
10e	Bolt Torque Testing
10f	Plumbness/Alignment Verification
10g	Rockwell Hardness Testing

**APPENDIX 1
Quote Form**



New Mexico Public School Facilities Authority

Quote for Geotechnical Services for Project No. _____

Project Name _____

Project Location _____

Date of Proposal _____

1. General Description

The contractor proposes to perform the requested Geotechnical work as requested in accordance with PSFA Contract No. PA2023-007 on a Firm Fixed Price.

2. Services and Price/Costs

Position Title*	Hours	Hourly Rate**	Total Price
			\$

*Position Title must match the position titles in PSFA Contract No. PA2023-007

** Hourly rate must match the Position Title in PSFA Contract No. PA2023-007

2.1 Travel

	Quantity		Total
Number of Miles Round Trip		X \$0.45* per mile	
Meals- 2-6 hour beyond normal work day		X \$20.00*	
Meals- 6-12 hour beyond normal work day		X \$42.00*	
Meals-12+ hour beyond normal work day		X \$59.00*	
Meals- returning from overnight travel 2-6 hour beyond normal work day		X \$18.00*	

Meals- returning form overnight travel 6-12 hour beyond normal work day		X \$40.00*	
Meals- returning form overnight travel 12+ hour beyond normal work day		X \$55.00*	
Lodging- In State Areas		X \$155.00*	
Lodging- In State Special Areas (Santa Fe Only)		X \$202.00*	

*Travel reimbursable rates are subject to change in accordance with the New Mexico's allowable travel per diem and mileage amount limits. See NMSA 2.42.2.8 A-B.

2.2 Printing/Other Costs

	Quantity	Price per Item	Quantity
Printing:			
Other:			
Other:			
Other:			

3. Purpose

The purpose of this Quote is to obtain Geotechnical services for the above referenced Project.

4. Scope

The scope of this requirement is to provide Geotechnical services to [insert language to describe the scope of work to be performed].

5. Time is of the Essence

The work shall commence on [date] and completed no later than [date].

6. Deliverables [insert detailed deliverables of work to be performed.]