

Agreement for Professional Consulting Services

1. Names. This agreement is between the City of Jal, New Mexico, Client, and JDLR & Associates, LLC, Consultants.

2. Services to Be Performed. Consultants agree to perform the following services for Client:

1. Coordinate project logistics and obtain information from City of Jal and its project partners.
2. Coordinate with and meet with NMDOT District 2 Traffic Engineer and staff as needed: including travel to District office in Roswell and project visits to NM 128 near Jal.
3. Prepare project Vicinity Map to include mile marker location and latitude and longitude of the facility.
4. Prepare Plan View of entire installation.
5. Prepare cross-section drawing of facility at crossings with NM 128.
6. Prepare drawing of facility paralleling roadway, including right-of-way line dimensions.
7. Prepare bore pit detail drawing including distance from edge of pavement and right-of-way lines.
8. Prepare documentation to submit Environmental and Archaeological Clearance Form to the NMDOT for approval.
9. Prepare Traffic Control Plan drawing for NMDOT approval.
10. Prepare and submit four fully executed Utility Permit Applications after information and drawings are completed.
11. Submit a copy of Certificate of Insurance in the amount of \$1,000,000.00 per occurrence for duration of the project with the NMDOT named as an “also insured.” Certificate of Insurance to be obtained by client. Consultant will facilitate submittal.
12. Within 30 days of completion of the project, a set of hard copy as-built plans, stamped by a NM Registered Land Surveyor are to be submitted to the NMDOT District 2 office by the utility owner. Other specific information on formatting is

also required. Task to be fulfilled by Client, Consultant will facilitate submittal.

3. Time for Performance

Consultants will perform the above services according to the following schedule:

- 03/31/17: Submit documentation for Environmental Clearance. Estimated time for approval is approximately ten-business days.
- Submit Utility Permit Application to NMDOT within five-business days following receipt of Environmental Clearance.
- Finalize NMDOT Approvals; Facilitate Client Submission of Certificate of Insurance and As-built Plans.

4. Payment. Client agrees to pay Consultant a lump sum fee of \$5,000 plus expenses as follows: \$2,500 upon submittal of the Utility Permit Application to NMDOT; \$2,500 upon receipt of approved Utility Permit Application; and expenses as stated in § 11 below, to be included in each of the two invoices, plus New Mexico Gross Receipts Tax (NMGRT) at 6.7500%.

5. State and Federal Taxes. Client will not:

- (a) withhold Social Security and Medicare taxes from Consultant's payments or make such tax payments on Consultant's behalf, or
- (b) withhold state or federal income tax from Consultant's payments or make state or federal unemployment contributions on Consultant's behalf.

Consultant will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare, and self-employment taxes. Consultants will also pay any unemployment contributions related to the performance of services under this contract.

6. Fringe Benefits. Neither Consultant nor Consultant's employees are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

7. Invoices. Consultant will submit invoices to Client for all services performed in accordance with §4. Payment, above.

8. Independent Contractor Status. The parties intend Consultant to be an independent contractor in the performance of the services. Consultant will have the right to control and determine the methods and means of performing the contractual services. Consultant

with will coordinate and report directly to the City of Sunland Park City Manager, and provide updates and information at the City Manager's direction to the Mayor, City Council, and City of Sunland Park staff.

9. Other Clients. Consultant retains the right to perform services for other clients.

10. Assistants. Consultant, at Consultant's expense, may employ assistants or sub-consultants as Consultants deem appropriate to perform the contractual services. Consultants will be responsible for paying these assistants as well as any expense attributable to them, including income, Social Security, and Medicare taxes, and unemployment contributions. Consultants will maintain workers' compensation insurance for all of its employees.

11. Travel, Equipment and Supplies.

A. Consultant, at Consultant's expense, will provide all equipment, tools, and supplies necessary to perform the contractual services.

B. Consultants will bill for mileage at \$0.54 per mile for travel to Jal, NM from Las Cruces, NM.

C. Consultant will bill Client at a rate of \$150/day for stays in Roswell, NM associated with project visits and coordination.

12. Disputes.

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

Attorneys' Fees. If either party brings a legal action arising out of a dispute over this agreement, the losing party will reimburse the prevailing party for all reasonable costs and attorneys' fees incurred by the prevailing party in the lawsuit.

13. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

14. Successors and Assignees. This agreement binds and benefits the heirs, successors, and assignees of the parties.

15. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person
- (2) by certified mail, or
- (3) by overnight courier.

16. Governing Law. This agreement will be governed by and construed in accordance with the laws of the state of New Mexico.

17. Counterparts. This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

18. Modification. This agreement may be modified only by a written agreement signed by all the parties.

19. Waiver. If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

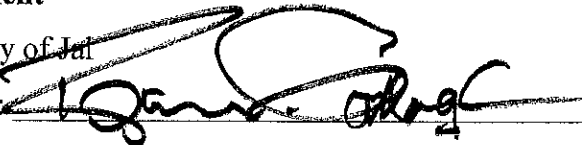
20. Severability. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

21. Term. The contract shall be valid upon signing and will terminate on May 31, 2017.

Client

City of Jal

By



Dated:

3-27-17

Printed name: Robert Gallagher

Title: City Manager

Address: 309 S Main Street, PO Drawer 340, Jal, NM 88252

Consultant

JDLR & Associates, LLC, a New Mexico Limited Liability Company

By:  Dated: 03/27/17.

Printed name: Joseph J. De La Rosa

Title: Managing Partner

Address: PO Box 495, Doña Ana, New Mexico 88032