

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN SANTA FE COUNTY AND CDM SMITH, INC.  
TO PROVIDE DESIGN/BUILD CONSULTING SERVICES**

**THIS AGREEMENT** is made and entered into this 20<sup>th</sup> day of April 2015, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **CDM SMITH, INC.** whose principal place of business is located at 6000 Uptown Blvd. NE, Albuquerque, N.M. 87110, hereinafter referred to as the "Consultant".

**WHEREAS**, the Santa Fe County Public Safety Complex facilitates the Regional Emergency Communications Center (RECC), Sheriff's Office, Fire Department and the Corrections Department and a recent assessment of the operational functionality of the Complex has identified certain space and infrastructure needs at the facility; and

**WHEREAS**, it has been determined that the most efficient and timely means to complete the infrastructure renovation and upgrades would be through the Design-Build delivery method and that the County requires a consultant to assist in organizing and administering the design-build selection process; and

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 through 13-1-123 of the Procurement Code, a Request for Proposals was issued and completed through RFP No. 2015-0197-PW/BT for these services; and

**WHEREAS**, based upon the evaluation criteria established within the RFP for the purposes of selecting the most qualified offeror, the County has determined the Consultant as the most responsive and highly rated offeror; and

**WHEREAS**, the County requires the services of the Consultant and the Consultant is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE**, it is agreed between the parties:

**1. SCOPE OF WORK**

Consultant shall perform the following services:

- A. Consulting services regarding design-build project delivery. Consultant will develop documents and processes that will serve as the basis for competitively selecting a design-build team for construction of the Public Safety Complex renovations and upgrades. All documents and processes will conform to the requirements of 13-1-119.1, NMSA 1978, and industry best practices as outlined by the Design-Build Institute of America.
- B. Design-build consulting services shall include, but not limited to, the following key elements: design criteria development; performance standards; design-build schedule; general and special conditions of the design-build contract; and other project specific material to provide to potential design-build offerors in

compliance with the Santa Fe County Purchasing Regulations and Policy Manual, Section 34, Resolution 2006-60, "Design Build Projects, Request for Proposals".

- C. The Consultant will respond to questions, assist in formulating addenda as required, and certify that proposals received in the design-build selection process meet the minimum submittal criteria. The Consultant will assist the selection committee in the short-listing process for the design-build team, and in the final evaluation of proposals and selection of the design-build team.
- D. The course of the work will be carefully coordinated to complete the project in a timely manner. Presentation of the design-build documents will include working with the County Purchasing Division as to appropriate advertisement dates, coordination of printing and document distribution.
- E. Consultant's Scope of Work described above shall be performed in accordance with the **Task 1** through **Task 4** detailed on pages 1 – 8 of Exhibit A, attached hereto and incorporated herein by reference.

## 2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this Agreement.

## 3. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Consultant shall be compensated as follows:

- 1) County shall pay to the Consultant in full payment for work and services satisfactorily performed and all costs and expenses shall be in accordance with the Tasks and fees indicated in Exhibit A.
- 2) The total amount payable to the Consultant under this Agreement shall not exceed **Forty Eight Thousand Eight Hundred Ninety Two Dollars and No Cents (\$48,892.00)**, exclusive of New Mexico gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Consultant.
- 3) This amount is a maximum and not a guarantee that the work assigned to

be performed by Consultant under this Agreement shall equal the amount stated herein. The parties do not intend for the Consultant to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Consultant when the services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Consultant shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Consultant acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Consultant breaches this Agreement, the County may, without penalty, withhold any payments due the Consultant for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

#### **4. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate two (2) years from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations).

#### **5. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Consultant written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Consultant's receipt of the notice. The County shall pay the Consultant for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

## **6. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Consultant. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Consultant for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Consultant in any way or forum, including a lawsuit.

## **7. INDEPENDENT CONSULTANT**

The Consultant and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Consultant and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Consultant, its agents or employees have no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## **8. ASSIGNMENT**

The Consultant 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 advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **9. SUBCONTRACTING**

The Consultant shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

**10. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Consultant or under its supervision.

B. The Consultant represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Consultant releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**12. CONFIDENTIALITY**

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

**13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Consultant acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

C. Notwithstanding any provision to the contrary contained in this Agreement Consultant shall retain sole ownership of its pre-existing information including, but not limited to, computer programs, software, standard details, figures, templates and specifications. Any reuse of the documents prepared by Consultant under this Agreement for other than their specific intended purpose will be at the risk of the user and without liability or legal exposure to the Consultant.

**14. CONFLICT OF INTEREST**

The Consultant represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Consultant specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**16. ENTIRE AGREEMENT; INTEGRATION**

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

**17. NOTICE OF PENALTIES**

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

**18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Consultant agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Consultant specifically agrees not to discriminate against any person with regard to employment with the Consultant or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Consultant acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Consultant shall comply with all applicable laws, ordinances, and regulations.

B. Consultant shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Consultant and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

## **20. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Consultant agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Consultant also agrees to require any sub consultant it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## **21. INDEMNIFICATION**

A. The Consultant shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) to the extent resulting from or arising out of the Consultant's (1) negligent performance or non-performance of its obligations under this Agreement, or (2) Consultant's breach of any representation or warranty made therein.

B. The Consultant agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Consultant in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Consultant's obligations under this section shall not be limited by the provisions of any insurance policy the Consultant is required to maintain under this Agreement.

**22. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**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 County:                    Santa Fe County  
   Office of the County Attorney  
   102 Grant Avenue  
   Santa Fe, New Mexico 87501

and,

Mark Hogan, Property & Facilities Director  
901 W. Alameda  
Suite 20-C  
Santa Fe, New Mexico 87501

To the Consultant:            CDM Smith  
   6000 Uptown Boulevard NE  
   Albuquerque, New Mexico 87110

**24. CONSULTANT'S REPRESENTATIONS AND WARRANTIES**

The Consultant hereby represents and warrants that:

A. This Agreement has been duly authorized by the Consultant, the person executing this Agreement has authority to do so, and, once executed by the Consultant, this Agreement shall constitute a binding obligation of the Consultant.

B. This Agreement and Consultant's obligations hereunder do not conflict with Consultant's corporate agreement or any statement filed with the New Mexico Secretary of State on Consultant's behalf.

C. Consultant is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

**25. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**26. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

**27. LIMITATION OF LIABILITY**

The County's liability to the Consultant for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

The Contractor's liability to the County for any breach of this Agreement by the Contractor shall be limited to direct damages and shall not exceed the maximum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

In no event shall either party be liable to the other for special or consequential damages, even if such party was advised of the possibility of such damages prior to entering into this Agreement.

**28. INSURANCE**

A. General Conditions. The Consultant shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Consultant shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Consultant; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Consultant shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Consultant shall increase the maximum limits of any insurance required herein.

**29. PERMITS, FEES, AND LICENSES**

Consultant shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

**30. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Consultant agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**

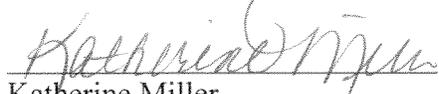
The Consultant hereby irrevocably appoints CT Corporation, located at 123 E. Marcy Street, Santa Fe, New Mexico 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Consultant acknowledges and agrees that service upon its designated agent shall have the same effect as though the Consultant were actually and personally served within the state of New Mexico.

**33. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

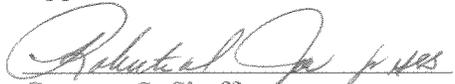
**IN WITNESS WHEREOF**, the parties have duly executed this Amendment to the Agreement as of the date first written above.

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

4-20-15  
Date

Approved as to form:

  
Gregory S. Shaffer

4-14-15  
Date

Santa Fe County Attorney

Finance Department

Carole H. Jaramillo  
Carole H. Jaramillo  
Finance Director

4/15/15  
Date

**CONSULTANT:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)



Santa Fe County Attorney

Finance Department

\_\_\_\_\_  
Carole H. Jaramillo  
Finance Director

\_\_\_\_\_  
Date

**CONSULTANT:**

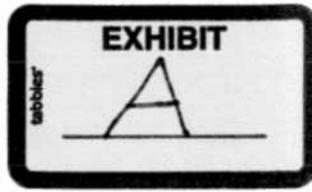
  
\_\_\_\_\_  
(Signature)

04/15/2015  
Date

PAUL A. KARAS  
(Print Name)

VICE PRESIDENT  
(Print Title)





**Design-Build Consulting Services  
For The Expansion/Improvements  
To The Santa Fe County  
Public Safety Complex**

**SCOPE OF WORK**

Under this Scope of Work, CDM Smith Inc. (CONSULTANT) will provide design-build (DB) consulting services to develop documents and processes that will serve as the basis for competitively selecting a DB team for the Expansion and Improvements to the Santa Fe County (COUNTY) Public Safety Complex (PSC) herein referred to as the Project. The major elements of CONSULTANT's scope of services include: development of DB criteria, performance standards, DB schedule, general and special conditions of the DB contract, and other project-specific materials to be provided to the potential offerors; provide support for the development of a single DB contractor solicitation document; respond to questions; issue addenda; and assist the selection committee in the short-listing process and final evaluation of proposals and selection of the DB contractor.

**Background**

The COUNTY Public Works Department Projects Division has been authorized to plan, design, renovate/construct and equip the COUNTY PSC located at 35 Camino Justica located off State Hwy 14 in Santa Fe, New Mexico. The PSC is located on a portion of Tract 1 of the Rancho Viejo Partnership; tract 1 is 50 acres. The PSC Expansion / Improvement Project will be conducted in cooperation with the COUNTY Public Safety Department Management and Staff.

The COUNTY PSC facilitates the Regional Emergency Communications Center (RECC), Sheriff's Office, Fire Department and the Corrections Department. The RECC is a 24 hour, 7 days a week operation that receives calls and dispatches emergency information for Sheriff, fire, medical, animal control, emergency 911 and non-emergency calls for three jurisdictions and is one of the more critical operations within COUNTY. This operation initiates all public safety communications and direction.

The Santa Fe RECC has existed at this location since the opening of the PSC in 2002. The RECC receives all police, fire, medical, animal control, emergency 911 and non-emergency calls for three jurisdictions. Their 'mission' is to provide prompt, accurate, coordinated, and reliable E-911 and emergency dispatch service for those that they serve. It is governed by a Board of Directors through a Joint Powers Agreement comprising the City and County of COUNTY, and the Town of Edgewood.

A recent assessment of the operational functionality of the PSC has identified certain space and infrastructure needs at the facility. The Projects and Purchasing Divisions have determined that the DB delivery method is the most efficient and timely means to complete the renovation and upgrades to the PSC.

The Project will involve improvements to specific elements of the PSC, most notably expansion of the RECC, the Sheriff Department's outdoor evidence (vehicle) storage facilities, and relocation of the

Design-Build Consulting Services For The Expansion/Improvements  
To The Santa Fe County Public Safety Complex  
Scope of Work  
March 18, 2015

Information Technology Disaster Recovery Center (ITDRC) from their current downtown location to the PSC. The proposed upgrades will include: utility relocations for new additions including some or all of the following); electrical, natural gas, water, communications, and miscellaneous utilities. In addition the project will include necessary improvements to certain building systems including HVAC, electrical and fire alarm system to accommodate the expanded facility requirements; addition of an emergency generator, and provision of a redundant network/data connection into the building for the RECC and the ITDRC.

## **Task 1 – Project Management and Communications**

This task will involve the day-to-day administrative, technical, and financial management of activities to ensure that the project budget, schedule, scope, and quality objectives are achieved. This effort will include scheduling and coordinating meetings, monitoring project performance relative to scope, schedule and approved budget, and quality assurance / quality control (QA/QC) review of the work. The CONSULTANT's designated Project Manager will keep the COUNTY's management staff informed of the status of the project work.

### **Subtask 1.1 – Project Initiation and Quality Management Meeting**

CONSULTANT has requested and received the programming document previously completed by the COUNTY and their consulting architect. CONSULTANT will prepare a request for other background information to include site plan(s), facility plans, as-built plans and other information useful to orient project staff to the existing PSC and the Project.

CONSULTANT will attend a Project Initiation and Quality Management Meeting with the COUNTY at COUNTY offices. The meeting will be attended by CONSULTANT's Project Manager, Project Architect, and a member of the project delivery and procurement strategy team. The purpose of the meeting will be to review and establish consensus regarding the following:

- Project goals and objectives
- Scope of work and schedule
- Deliverables and review requirements
- Team members roles and responsibilities
- Critical success factors
- Processes, activities and tasks
- The meeting will be followed by a tour of the relevant portions of the PSC.

The CONSULTANT's Architect will attend a second half-day meeting at the PSC with the COUNTY's Project Manager, PSC Facility Manager, IT Manager, representatives of the Sheriff's Department and RECC, and others as identified by the COUNTY, to collect additional information on the COUNTY's needs for the facility improvements project for inclusion in the performance standards.

Design-Build Consulting Services For The Expansion/Improvements  
To The Santa Fe County Public Safety Complex  
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March 18, 2015

Deliverables:

- Request for background information and documentation
- Draft and final Meeting Agenda
- Draft and final Meeting Minutes

Assumptions:

- The Project Initiation Meeting and site tour will involve three CONSULTANT staff and will require approximately 4-6 hours to complete
- The CONSULTANT's Architect will participate in a second half day of meetings and facility inspection to collect additional information for the performance standards.
- COUNTY will provide review comments for draft deliverables within 5 business days of receipt

**Subtask 1.2 – Project Communications and Reporting**

As part of its monthly invoice submittal, the CONSULTANT will submit a monthly status report. Each monthly status report will address the following items:

- Summary of work completed since the previous report
- Work anticipated in the upcoming month
- Budget status, including total contracted amount, invoiced to date by task, amount remaining by task, and percent complete by task
- Schedule status, including variances in the project schedule by milestone and/or deliverable, and total project
- List of coordination and/or information required, including responsible parties
- List of problems including project risks encountered (if any) and proposed resolution, including technical, budgetary and schedule problems
- List of issues needing resolution, including party(s) involved and date required so as not to impact project schedule.

The invoices will include the following information:

- Total contract amount
- Total percent complete
- Total earned to date
- Previous billings
- Total earned for invoice period
- Amount remaining
- Total amount due

Design-Build Consulting Services For The Expansion/Improvements  
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The CONSULTANT's Project Manager and Architect will be available for a monthly progress conference call with COUNTY management staff, as needed.

Deliverables:

- Six Monthly Status Reports accompanying invoices

Assumptions:

- Status reports and invoices will be submitted within one week of the end of CONSULTANT's fiscal month

**Subtask 1.3 – Quality Assurance/Quality Control (QA/QC)**

The CONSULTANT will employ its firm's written QA/QC procedures throughout the course of the Project. All deliverables will be subject to internal review prior to submittal to the COUNTY.

Deliverables:

- No deliverables are relevant to this task.

Assumptions:

- No assumptions are relevant to this task.

**Proposed Task Fee**

- The proposed fee for Task 1 is \$16,203, exclusive of New Mexico Gross Receipts Tax (NMGRT).

**Task 2 – Review Programming**

The COUNTY, with the support of an architect, has completed initial programming for the PSC Expansion / Improvement Project and prepared a Programming Document. This and other background documentation should establish the goals of the project, define current conditions and the requirements and needs that are driving the facility expansion / improvements, and provide a schedule of accommodations to achieve the COUNTY's goals.

CONSULTANT will review background information requested under Task 1.1 in preparation for the Project Initiation Meeting. CONSULTANT will verify the prior Programming Document includes sufficient information for development of a complete scope of work statement, specifying design criteria and performance standards, for inclusion in the DB Contractor solicitation documents and contract. Additional information needs, if any, will be addressed during the Project Initiation Meeting.

Deliverables:

- No deliverables are relevant to this task.

Design-Build Consulting Services For The Expansion/Improvements  
To The Santa Fe County Public Safety Complex  
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Assumptions:

- COUNTY will provide the requested background information, as available, within 5 business days of receipt of CONSULTANT's request

**Proposed Task Fee**

- The proposed fee for Task 2 is \$2,972, exclusive of NMGRT.

**Task 3 – Solicitation Document and Phase 1 Short List Development**

CONSULTANT will assist the COUNTY with the preparation of a single solicitation document that will outline a two-step DB contractor selection process. CONSULTANT will assist with the competitive pre-qualification process to develop a short list of potential DB Contractors that will be invited to submit detailed technical and cost proposals.

**Subtask 3.1 – Solicitation Preparation**

The solicitation documents will be prepared largely by the County, with assistance and review by the CONSULTANT. The COUNTY's legal counsel will be involved to the extent necessary to ensure that the final document is in conformance with applicable law. It is recommended that the solicitation document will be kept brief as possible but at the same time detailed enough to ensure that all relevant information is requested and all evaluation criteria are sufficiently defined.

A listing of the anticipated major sections of the solicitation document includes:

- Introduction
- Project Description
- Procurement Process and Schedule
- Submittal Instructions and Requirements
- Evaluation Criteria and Selection Process

The CONSULTANT will support the COUNTY in the drafting of the Project Description and Evaluation Criteria elements. The Project Description will summarize information from the programming document and from the Project Initiation and other scoping meetings with the County, and will include the project goals and objectives, major components of the improvements, and scope of work for the DB Contractor. Key evaluation criteria for the Statements of Qualifications (SOQ) submitted as the Phase 1 response to the solicitation are expected to include financial condition (including bonding and insurance capacity), relevant project experience (including DB projects, design of similar facilities, and construction projects), experience and capabilities of firms and key personnel, past performance, DB organization and management, and approach to project delivery. Minimum criteria may be recommended by CONSULTANT for relevant project experience.

### **Subtask 3.2 – Solicitation Phase 1 Process**

CONSULTANT will assist COUNTY with the solicitation process starting with the development of the project announcement or public notification. The COUNTY will be responsible for placement of the announcement (including costs) in the selected trade periodicals and the local newspaper and other publications as may be required by applicable law or COUNTY policy. The announcement will be limited to essential information about the project and the procurement process (and should be less than one-half page). An official list or registration of the solicitation recipients will be compiled and maintained by the COUNTY.

CONSULTANT will participate in a mandatory pre-proposal meeting, prepare responses to questions and addenda, if any. County will distribute addenda.

Based on the Phase 1 submissions, COUNSULTANT will assist the COUNTY selection committee in the evaluation and deliberation process to develop a pre-qualified short list of potential DB Contractors that will be invited to submit detailed technical and cost proposals in Phase 2.

#### Deliverables:

- Draft contributions for the solicitation document (Project Description and Evaluation Criteria sections)
- Draft evaluation criteria
- Draft and final solicitation announcement
- Draft and final addenda, as necessary

#### Assumptions:

- COUNTY legal counsel will review the Phase 1 solicitation documents to verify conformance with applicable law.
- County will review and provide comments on draft addenda within 2 business days and all other draft deliverables within 5 business days
- CONSULTANT will revise draft documents within 2 business days of receipt of COUNTY's comments
- COUNTY will be responsible for advertising the project, making the solicitation and addenda available on COUNTY's website, and will mail addenda to potential offerors as appropriate.
- COUNTY will be responsible for documenting the Phase 1 short list selection process, issuing notice of short-list, and will providing any debrief required to unsuccessful offerors

#### **Proposed Task Fee**

- The proposed fee for Task 3 is \$10,536, exclusive of NMGRT.

## **Task 4 –Solicitation Phase 2 Process**

CONSULTANT will provide support to the COUNTY in Phase 2 of the solicitation process, beginning with assistance for the preparation of the Phase 2 documents for offerors, followed by participation in the evaluation of bids/proposals from the short-listed offerors and culminating with the selection by the COUNTY of a DB Contractor for the project.

### **Subtask 4.1 – Phase 2 Document Preparation**

During Phase 2 of the solicitation the CONSULTANT will assist the COUNTY with the preparation of additional documentation for offerors, expected to include the following:

1. Description of the requirements for Phase 2 submissions, including technical and fee proposals
2. Phase 2 evaluation criteria and description of the selection process
3. Performance requirements and project quality standards
4. General requirements for the project including points of contact, working in and around the project area, security, requirements for maintaining continuous operations of the RECC
5. Facility design guidelines regarding material selection and standards of quality
6. Staging area site plan with requirements for Contractor's and Project Manager's field offices
7. Bid form and proposal format
8. Project schedule requirements
9. Owner-provided information including site development plan, survey, geotechnical reports, and archaeological report

CONSULTANT will provide the initial drafts of the Phase 2 Evaluation Criteria and items 3-6 above for review by the COUNTY and incorporation into the Phase 2 document package. CONSULTANT will provide assistance on the remaining portions of the Phase 2 document package including support for the sample DB contract. Such support will include the review and comment of the draft DB contract prepared by COUNTY legal counsel and the attendance at meetings with the COUNTY and COUNTY legal counsel to review and discuss such drafts.

### **Subtask 4.2 – Phase 2 Evaluation Process**

CONSULTANT will attend the mandatory pre-bid meeting (as required by State procurement code) with short-listed offerors.

CONSULTANT will respond to written questions in consultation with COUNTY and prepare necessary addenda (draft and final) to the Phase 2 solicitation documents. Each Phase 2 proposal will be reviewed by CONSULTANT, first for overall responsiveness and then the Technical Proposals and the Business Proposals. Such assessment will be documented in a memorandum. Upon review and approval by the COUNTY, requests for clarification and additional information will be sent to each offeror (as necessary). Support will be provided by CONSULTANT to the COUNTY's selection committee in the deliberative process of evaluating the Technical and Business Proposals and selecting the preferred offeror(s) for contract negotiations, including attendance at a meeting of the selection committee and any interviews/meeting with respondents, review of memoranda addressing particular

Design-Build Consulting Services For The Expansion/Improvements  
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Scope of Work  
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questions or areas of concern raised by the selection committee, contacts with references, and preparation of minutes of selection committee meetings.

CONSULTANT will prepare a two-step proposal evaluation memorandum that summarizes the results of the selection committee's evaluation and selection of the most advantageous proposal.

Deliverables:

- Draft contributions to the Phase 2 documents as described
- Comments on the draft sample DB contract to be developed by COUNTY
- Draft and final Addenda, as necessary
- Draft and final requests for clarification / additional information
- Proposal assessment memorandum
- Draft and final minutes for any selection committee meetings attended
- Draft and final two-step proposal evaluation memorandum

Assumptions:

- COUNTY legal counsel will review the Phase 2 solicitation documents to verify conformance with applicable law (as appropriate)
- County will review and provide comments on draft Addenda within 2 business days and all other draft deliverables within 5 business days
- CONSULTANT will revise the draft proposal evaluation report within 5 business days, and all other draft documents within 2 business days of receipt of COUNTY's comments
- COUNTY will be responsible for direct communication with the offerors regarding the Phase 2 process and Addenda
- COUNTY will be responsible for maintaining their own documentation on the selection process, issuing notice of award, and will providing any debrief required to unsuccessful offerors as required by local law or COUNTY policy

**Proposed Task Fee**

- The proposed fee for Task 4 is \$19,180, exclusive of NMGRT.

**Total Proposed Fee**

The total proposed fee for this project, including Tasks 1-4, is \$48,892, exclusive of NMGRT.

**Santa Fe County  
Design Build Consultant  
Fee Proposal**

Santa Fe County Public Safety Complex DB Consultant		CDM Smith Hours and Labor Budget														Subcontractors		Total Budget
Project Tasks		Senior Tech. Spec.	Project Architect	Project Engineer	DB Specialist	Structural	Electrical	HVAC	I&C	Design Drafter	Contract Admin	Clerical	Labor Totals		Other Direct Costs	Firm	Total	Total
Officer / PM	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	\$	\$
<b>Task 1 : Project Management and Communications</b>	<b>16</b>	<b>16</b>	<b>26</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>6</b>	<b>84</b>	<b>\$ 14,933</b>	<b>\$ 1,270</b>	<b>\$ -</b>	<b>\$ 16,203</b>	
1.1 Project Initiation & QM Meeting	8		20		12								40	\$ 8,238	\$ 1,150		\$ 9,388	
1.2 Project Communications and Reporting	8		6							8	6	6	28	\$ 3,967	\$ 120		\$ 4,087	
1.3 Quality Assurance / Quality Control		16											16	\$ 2,728			\$ 2,728	
<b>Task 2: Review Programming</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>\$ 2,972</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,972</b>	
Review Programming Information	4		4	2	4								14	\$ 2,972			\$ 2,972	
<b>Task 3: Solicitation Document / Phase 1 Short List Development</b>	<b>12</b>	<b>0</b>	<b>12</b>	<b>4</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>52</b>	<b>\$ 10,260</b>	<b>\$ 276</b>	<b>\$ -</b>	<b>\$ 10,536</b>	
3.1 Solicitation Preparation	4		8	2	8							4	26	\$ 5,012			\$ 5,012	
3.2 Solicitation Phase 1 Process	8		4	2	8							4	26	\$ 5,248	\$ 276		\$ 5,524	
<b>Task 4: Solicitation Phase 2 Process</b>	<b>16</b>	<b>0</b>	<b>36</b>	<b>4</b>	<b>16</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>100</b>	<b>\$ 17,628</b>	<b>\$ 552</b>	<b>\$ 1,050</b>	<b>\$ 19,180</b>	
4.1 Phase 2 Document Preparation	4		20	4	4	2	2	2	2			8	48	\$ 7,858		A. Garcia	\$ 1,000	\$ 8,858
4.2 Phase 2 Evaluation Process	12		16		12	1	1	1	1			8	52	\$ 9,770	\$ 552		\$ 10,322	
<b>TOTAL HOURS</b>	<b>48</b>	<b>16</b>	<b>78</b>	<b>10</b>	<b>48</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>8</b>	<b>30</b>	<b>250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DOLLARS</b>	<b>\$ 10,412</b>	<b>\$ 2,728</b>	<b>\$ 12,303</b>	<b>\$ 1,787</b>	<b>\$ 13,392</b>	<b>\$ 633</b>	<b>\$ 566</b>	<b>\$ 537</b>	<b>\$ 393</b>	<b>\$ -</b>	<b>\$ 846</b>	<b>\$ 2,197</b>	<b>\$ 45,794</b>	<b>\$ 1,546</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48,892</b>	

Labor Rates and Multipliers for Sets of Tasks		Officer / PM	Senior Tech. Spec.	Project Architect	Project Engineer	DB Specialist	Structural	Electrical	HVAC	I&C	Designer Drafter	Contract Admin	Clerical	Sub Multiplier
CDM Smith Personnel		Karas	Foster	Armon	Fowlie	Gallagher Canonico Bailey	Blomberg	Young	Bartee	Schell	Doak	Hilland	Fitch	
Loaded Labor Rate		\$217	\$171	\$158	\$179	\$279	\$211	\$189	\$179	\$131	\$100	\$106	\$73	1.05

