

SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS (RFP)



**Design Engineering Services for the
Avenida del Sur West Extension**

NM Commodity Code(s): 90735, 92533

RFP No. 2023-0228-PW/APS

June 2023

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**I. ADVERTISEMENT
SANTA FE COUNTY
DESIGN ENGINEERING SERVICES FOR THE
AVENIDA DEL SUR WEST EXTENSION
RFP NO. 2023-0228-PW/APS**

Santa Fe County requests proposals from qualified Offerors or firms to provide design engineering services related to the Avenida del Sur West Extension. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals must be received by **2:00PM on Thursday, July 13, 2023 at the Santa Fe County Purchasing Division, 102 Grant Avenue, (First Floor), Santa Fe, NM 87501.** To combat the spread of the recent COVID-19 illness, the submission of Proposals **will also be accepted electronically** utilizing a DropBox. Please utilize this link to upload your proposal submission. <https://www.dropbox.com/request/RB18xfwwz6QkudJVdlQ3>

By submitting a proposal for the requested services each Offeror is certifying that it is a qualified firm and its proposal complies with the requirements stated within the Request for Proposals.

A Pre-Proposal Conference will be held at 1:30 PM on Tuesday, June 20, 2023, online via WebEx using link provided below or by calling (408) 418-9388 meeting number: 2487 188 5946. Attendance is not mandatory but highly recommended.
<https://sfco.webex.com/sfco/j.php?MTID=m1b78f27422a89beaa0cb1a1a2c9b9bf5>

EQUAL EMPLOYMENT OPPORTUNITY: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for Proposals will be available by contacting Amanda Patterson-Sanchez, Procurement Planner Analyst, 102 Grant Avenue, (First Floor) Santa Fe, New Mexico 87501, or by telephone at (505) 992-6753 or by email at apatterson-sanchez@santafecountynm.gov or on our website at <https://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations>.

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County Public Works Department
Published June 11th & 12th, 2023

II. INTRODUCTION

A. GENERAL PROJECT INFORMATION

The west extension of the Avendia del Sur Projects beings at the junction of NM-14 and extends east for 1.85 miles to the intersection of Avenida del Sur and A-Va-Nu Po.

It will be the Engineer's responsibility to interact with the public and all branches of government and other agencies to incorporate feedback through the design stages and preconstruction stages for this project.

1. Existing Road Typical Section(s): The existing asphalt road section from NM-14 east to Vista del Monte is named Avenida del Sur and is .45 of a mile in length. From NM-14 east for approximately 0.09 miles, a landscaped median exists. This road section consists of two 10-foot lands and varying shoulder widths. Along the south side of this segment of road, a 10-foot dedicated bicycle lane resides for approximately 0.43 miles. At the end of the asphalt road section the existing road transitions to a 20-foot base course road. There are areas of defined borrow ditches and minimal shoulder widths. In addition, there are significant changes in vertical alignment hence creating sight distance issues.
2. Existing Right of Way: From the intersection of NM-14, east to the end of the existing roadway, the Right of Way is 50-feet with a 10-foot additional roadway easement on the south side. Many of the residences at these driveways have mailboxes and fences that encroach into 10-foot additional roadway easement.
3. Existing Intersection(s): Within the project area there are 7 intersections as follow:
 - a. Scenic Mesa Road, Lt.
 - b. Vista del Arroyo, Lt.
 - c. Vista del Monte, Rt,
 - d. Brown Castle Ranch, Lt.
 - e. Serena Road, Rt.
 - f. Lewis Lane, Rt.
4. Existing Driveway(s): There are 11 driveways, all on the south side of the existing base course roadway that will be impacted. There are located between the intersection of Brown Castle Road and the end of the roadway.
5. Existing Utilities: Starting at NM-14 heading east the following utilities will be encounter:
 - a. Century Link (Fiber Optic) – Buried main on the north side of Avenida del Sur/Vista del Monte at NM-14
 - b. Century Link (Telephone) – Buried main on the north side of Avenida del Sur/Vista
 - c. New Mexico Gas Company (Gas) – Buried main on the south side of Avenida del Sur/Vista del Monte crossing to the north side of Right of Way in the area of old Vista Del Monte.
 - d. City of Santa Fe (Water) – Buried main on south Right of Way of Avenida del Sur/Vista del Monte. Indications that the water main ends at Lewis Lane.
 - e. Comcast (Cable) – Aerial on the north pole line along Avenida del Sur. Fiber optic at the intersection of Avenida del Sur and A Van Nu Po.

- f. PNM – Areal on the north pole alone Avenida del Sur
 - i. One single-phase primary drop at Brown Castle Ranch heading north.
 - ii. One single-phase primary dropping at Calle de los Cerros, presumably crossing Right of Way and heading south.
 - iii. Two single-phase primaries dropped off the pole at Serena crossing Right of Way, presumably heading south along the west of Serena Road.
 - iv. Two single-phase primaries dropped off the north pole at Lewis Lane, presumable crossing Right of Way and heading south to feed Lewis Lane.
 - v. One three-phase primary at the intersection of Avenida del Sur and A Va Nu Po.
 - vi. Three phase drops off of pole west of the intersection, runs west to J-box then crosses A Va Nu Po heading north then east along A Va Nu Po.

B. SCOPE OF WORK

The Engineer shall be responsible for all aspects of the project development necessary to complete the work described herein. The Engineer will have full latitude and complete responsibility for developing this project from study to construction. Although every effort has been made to describe fully the scope of services, changes may be required during the project to accommodate input from the public, stakeholders, other departments (Utilities) within the County, and other jurisdictional agencies. Changes to the scope of work, that may be required to complete the project, shall be negotiated and authorized by an amendment to the Contract as they are identified.

The work performed by the Engineer shall be per the Guidelines for Geometric & Roadway Design and Surveying. All documents shall have imperial units including right-of-way (ROW) documents. All work accomplished under the Contract shall be following the latest edition of the NMDOT Location Study Procedures, AASHTO "A Policy on the Geometric Design of Highway and Streets, 2018;" FHWA Policy; the NMDOT Survey Handbook (current edition); NMDOT Design Manual; NMDOT Right of Way Handbook; and other current NMDOT manuals, standards, guidelines, design directives, standard specifications, and standard procedures.

Phase I-B Services: Detailed Alternatives Analysis (DAA)

This work involves the preparation of Phase B: Detailed Alternatives Analysis Study following the latest edition of the NMDOT Location Study Procedures: A Guidebook for Alignment and Corridor Studies.

The purpose of the Study is to evaluate the project corridor to determine the needed improvements to extend Avenida del Sur east from NM-14 to A-Va-Nu Po and shall include an operational assessment of the existing at-grade signalized intersection at NM-14 and Avenida del Sur.

The DAA shall evaluate the economic and residential development potential of the area and provide recommendations, to the County's future infrastructure build-out needs, to determine options for phased improvement construction projects. The analysis will take into account wet and dry utility requirements for the Esencia Project, and Phase I-D and Phase

It will accommodate the necessary roadway crossings for water, wastewater, stormwater, and dry utilities.

The services required for Phase I-B are, but are not limited to, the following:

- Information gathering, including current and planned development;
- Existing conditions assessment;
- Survey and/or mapping, as required;
- Agency, stakeholder, and property owner coordination;
- Scheduling and conducting Project Kick-off and Stakeholder meetings;
- Purpose and Need Statement;
- Public involvement meeting;
- A detailed inventory of existing transportation conditions;
- Analyze the physical condition of existing facilities;
- Analyze land use and growth trends;
- Analyze economic development within the project area;
- Analyze existing and future traffic conditions;
- Detailed Transportation Needs Analysis;
- Detailed existing environmental conditions and determination of the environmental level of effort;
- Preliminary Drainage Assessment;
- Geotechnical Scoping Assessment;
- Identify and evaluate all viable alternatives;
- SUE Quality Level C;
- Conceptual design, constructability, and construction cost estimates;
- Conceptual right-of-way requirements;
- Detailed engineering analysis;
- Quality Control Plan

Deliverables:

Detailed Alternative Analysis Report: The Engineer shall provide two (2) hard copies and one (1) electronic file (.pdf format) of the DAA summarizing the major findings along with recommendations of the detailed evaluation of the improvement alternatives for County review and approval. After the County has reviewed and approved the document, the Engineer shall submit two (2) bound hard copies and one (1) electronic copy (.pdf format) of the final report.

Meeting Minutes: The Engineer shall provide minutes of the Project Kick-off and Stakeholder meetings, including comments received and responses. Minutes shall be submitted within one (1) week of the meeting.

Phase I-C Services – Environmental Investigations and Documentation

The environmental investigation and documentation process, subsequent circulation, and public/stakeholder meetings shall be completed following the latest edition of the NMDOT

Location Study Procedures: A Guidebook for Alignment and Corridor Studies; FHWA Technical Advisory T 6640.8A, 23 CFR Part 771; and other applicable guidelines and regulations. Based on the scope of work outlined in this RFP, the level of effort for the Environmental Clearance will be determined based on the project scope, and the Engineer will complete the work necessary to obtain federal approval based on the determined level of effort for the project, in consultation with the County. The use of County bond funds for this project requires adherence to federal and state law including, but not limited to, NEPA, which requires the identification and assessment of impacts associated with a proposed action, and mitigation of impacts if necessary.

The following are the minimum services to be provided by the Engineer:

- Environmental and Cultural Resource Investigations
- Agency Coordination and Public Involvement, including two (2) public meetings;
- Preparation of a Categorical Exclusion (CE) and all supporting documentation or an Environmental Assessment (EA), if required.
- Preparation and distribution of a Finding of No Significant Impact (FONSI), if required.
- Summary of all public involvement activities and Public Input Synopsis, including Public and Agency Comments, and Responses to Comments

The environmental document summarizes the environmental investigations, agency coordination, and public involvement. The effort must be commensurate with the potential for environmental impacts.

Environmental and Cultural Resources Investigations

The environmental investigations must be conducted by an interdisciplinary team including qualified natural resource and cultural resource specialists. The environmental investigations will include, if appropriate, surveys and analyses in the following areas:

- Biological surveys conducted by qualified biologists including a biological evaluation report following the most current NMDOT Biological Report and Format Standards.
- Wetland determination and delineation including, if necessary, a Wetland Delineation Report for regulatory agency review and approval.
- If Section 401 certification and 404 permit(s) are required, a Pre- Construction Notification (PCN) application shall be prepared and submitted for review and approval.
- Section 4(f) determination and evaluation including, if necessary, an official 4(f) Determination Report for land management agency and FHWA review and approval including avoidance options, alternative evaluations, and measures to minimize harm.
- A visual impact assessment including, if necessary, a separate Visual Impact Assessment Report for County review and approval.
- A cultural resource survey conducted by permitted archaeologists and historians including a report and all appropriate forms and attachments, following the

guidelines outlined in 4.10.15 NMAC and the most current NMDOT Guidelines for Cultural Resource Investigations.

- A noise analysis including, if necessary, a separate Noise Analysis Report for County review and approval.
- An air quality analysis including, if necessary, a separate Air Quality Analysis Report for County review and approval.
- Other surveys, investigations, and analyses may be required as appropriate to the project.

Environmental investigations must include analyses of all issues mandated by NEPA as well as other state and federal environmental legislation, including Executive Orders on Wetlands, Floodplains, and Environmental Justice. The environmental investigations shall include evaluations of all appropriate alignment and typical section alternatives, including the no-build option and avoidance options. Environmental investigations will also include, as appropriate, measures to minimize harm, enhancement measures, and measures to mitigate impacts.

The cultural resources survey and preparation of a final Cultural Resources Survey Report must meet all federal and state requirements. A permitted archaeologist and historian must conduct the cultural resources survey. Cultural Resource investigations shall include Historic Building inventories and all attachments, following state guidelines delineated in 4.10.15 NMAC and federal guidelines as per the National Historic Preservation Act, Section 106.

All environmental reports submitted to the County are subject to County review and approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Engineer shall determine, recommend, and obtain County concurrence on the preferred alternative to be used for location approval in the environmental document and final design. Errors or omissions not adequately corrected from the first review will be subject to liquidated damages that will be withheld from the final payment of the Contract.

Agency Coordination

Agency coordination will include any agency with management responsibilities, all agencies with sensitive resource responsibilities, and any agency that may have permit authority for project activities. The Engineer will determine and coordinate the environmental and cultural resource impacts and mitigation measures of the alternatives examined, including the consequences of the no-build alternative. The appropriate local, county, and state agencies, the public, and other interested agencies will be contacted to ensure that the community and governmental concerns are identified and considered for inclusion in the design development of the project. The Engineer shall be responsible for all coordination that is required to provide a satisfactory Public Involvement Plan and environmental document. It is anticipated that coordination with the NMDOT will be required during the design and construction of this project, however, there may be additional agencies to coordinate with.

Context Sensitive Public Involvement

It is anticipated that a medium to a high level of public involvement will be required. This level of effort will involve two public information meetings, coordination with community stakeholders, and agency coordination.

An abbreviated Public Involvement Plan (PIP) or memorandum consistent with Context-Sensitive Solution methods and practices must be submitted to the County before the first public meeting. The PIP or memorandum is expected to be an evolving document and process, specific to the project (Phase I-C). The PIP should contain goals of working with the community, analyses of the background context, modal considerations, opportunities to express local values, and discussion of the design approach with specific consideration of the potential project issues, the initial identification of the various stakeholders, and their issues of concern, techniques for communicating with them, and possible methods for addressing concerns. The document should follow the outline of the NMDOT Context Sensitive Public Involvement Plan for Location Study Projects.

The PIP or memorandum should include a brief project description, recognition of past public involvement efforts, planning history/background information, community profile, discussion of anticipated issues, known or likely impacts (positive and negative), objectives and goals (including approaches to the resolution of issues), public outreach activities, agency coordination activities, coordination with elected officials & community representatives, and mailing list.

The engineer shall be responsible for the implementation and cost of all public meetings coordination including the advertisement of the meetings, arrangement, and cost for required equipment: news media coordination: providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits, and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Environmental Document

A qualified environmental professional shall be responsible for the preparation of the environmental document. The environmental document summarizes the environmental and cultural resources investigations, agency coordination, and public involvement. The effort must be commensurate with the potential for environmental impacts. It is anticipated that a Categorical Exclusion (CE) will be the appropriate level of effort required. The environmental document shall be developed using the format outlined in FHWA Technical Advisory T6640.8A, 23 CFR Part 771, and other applicable guidelines and regulations. Submittal of an environmental document to the County, which is incomplete as determined by staff or the PM, will not be accepted. Submittal of an environmental document that is considered to be complete will be reviewed and comments will be provided to the PM for incorporation. A complete environmental

document shall have a comprehensive discussion of the purpose and need, alternatives (as appropriate), environmental investigations, assessment of impacts, and appropriate mitigation as necessary.

Input Synopsis

The public involvement summary or Input Synopsis shall be submitted to the County. The Input Synopsis shall contain copies of the public involvement handouts, advertisements, newspaper tear sheets, written comments, environmental document circulation list, responses to verbal and written comments, the public involvement summary, and the meeting transcript if required.

Deliverables:

Provide draft reports electronically to the County for review. After County staff has reviewed and approved the document, the Engineer shall submit three (3) hard copies of the cultural report and one set of archival forms as needed, and electronic files (.pdf format) of the final biological and cultural reports and any associated forms that are requested. Submit GPS files for any resources requiring management consideration.

The Engineer shall provide one (1) draft electronic copy (MS Office and .pdf format) of all public meeting materials at least two (2) weeks before public meetings for review and comment. Two (2) weeks after public meetings the Engineer shall submit one (1) electronic copy (MS Office and .pdf format) of all final meeting materials and meeting summary for review and comment.

The Engineer shall provide one (1) draft electronic copy (MS Word format) of the NEPA Document to the County PM. After the County has reviewed and approved the document, the Engineer shall submit an electronic copy (.pdf format and MSWord format) of the final NEPA Document with all supporting resource documentation to the County. The Engineer shall provide sufficient copies of the NEPA Document and mail them for appropriate public and agency review of the document if needed.

If during environmental investigations the County determines that significant environmental impacts may exist, the Engineer shall prepare an Environmental Assessment (EA), if applicable, and shall provide one (1) draft electronic copy (MS Word format) of the EA, request for FONSI and FONSI to the Department. After the County has reviewed and approved the documents, the Engineer shall provide sufficient copies of the EA and mail them for appropriate public and agency review of the document, and provide ten (10) hard copies and twenty-five (25) CDs containing an electronic file (.pdf format) of the approved EA (with FONSI attached) to the County, plus additional copies for agencies and other interested parties. The Engineer shall also provide five (5) hard copies and one (1) CD containing an electronic file (.pdf format) of the Input Synopsis to the County.

Phase I-D Services – Preliminary Design

Preliminary Design services include, but are not limited to, the following:

- Location Survey and Mapping
- Property Owner Interviews
- Preliminary Property Ownership Maps
- Coordination and Design Partnering
- SUE Quality Levels B
- Preliminary Roadway, Construction Phasing, and Traffic Control Design Plans
- 30% Design and Constructability Reviews
- Preliminary Drainage Study and Report
- Context Sensitive Design Activities and Documentation
- Preliminary Engineering Estimate
- Preliminary Geotechnical exploration, design, and reporting
- Subgrade soils testing and pavement design;
- Determination of Right-of-Way requirements
- Right-of-way design and real estate services for right-of-way acquisition
- Quality Control Plan

Deliverables:

The Engineer shall submit and distribute six (6) bound sets of plans (11” x 17” reduced) and one (1) flash drive or FTP site containing an electronic file (.pdf format) of plans for the preliminary design review.

All design data and computer-aided-drafting (CAD) drawing files supplied under the contract shall be produced and submitted to the County in a native Autodesk® (.dwg) file format at the current version. The County is currently utilizing Autodesk® AutoCAD 2021 and Autodesk® AutoCAD Civil 3D 2021 as its standard version.

Phase II Services – Final Design

Context Sensitive Solutions (CSS):

The County is committed to a Context Sensitive Solutions/Context Sensitive Design (CSS/CSD) approach to project development. CSS/CSD is primary to the County in carrying out its mission of providing for the safety and mobility of the public. The goal of CSS/CSD is to encourage an open, interdisciplinary framework in which project teams can develop roadway designs that fully consider the aesthetic, historic, cultural, and scenic values along with considerations of safety and mobility – the essence of CSS/CSD.

A successful CSS/CSD project includes effective decision-making, implementation, and outcomes that reflect community values and are sensitive to environmental resources. This results in project solutions that are safe and financially feasible. For background information on Context Sensitive Design, the Engineer is referred to NCHRP Report 480, “A Guide to Best Practices for Achieving Context Sensitive Solutions”, Transportation Research Board (TRB), 2002. An additional reference is the Flexibility in Highway Design published by the FHWA. This design guide illustrates how it is possible to make roadway improvements while preserving and enhancing adjacent lands and communities. Flexibility in Highway Design urges highway designers to explore options beyond those used in the AASHTO “A

Policy on the Geometric Design of Highways and Streets”. The Consultant shall integrate Context Sensitive Solutions into Design Approaches to the project.

(Note: If special or unique Context Sensitive Solutions are required for the project, those services may be negotiated and added by contract amendment.)

Phase II Final Design Engineering Services shall include, but are not limited to the following:

- Coordination and Design Partnering;
- Public involvement and relations;
- SUE Quality Level A – Locating and Mapping (if needed);
- Visual Aesthetics and Landscape Architecture (if applicable);
- Environmental design division follow-up;
- National Pollutant Discharge Elimination System (NPDES);
- Final Geotechnical Investigations and Reports;
- Final Drainage Study and Report;
- Pre-Final (60% completion), Final (90% completion), and PS&E (100% completion) Roadway, Signing, Striping, Traffic Control Plans, and Lighting Plans (if applicable);
- Design and Constructability Review;
- Continued Context Sensitive Design Activities and Documentation;
- Production submittal;
- Quality Control Plan.

The engineer shall provide Production plans for the project.

The design plans shall include, but are not limited to, the following:

- General Sheets
 - Title Sheet
 - Vicinity Map
 - Project Layout Sheet
 - Index of Sheets
 - Summary of Quantities
 - General Notes
 - Environmental commitments
 - Miscellaneous Sheets
 - Typical Sections
 - Miscellaneous Details
 - Surfacing Schedule
 - Structure Quantities
 - Miscellaneous Quantities
 - Guardrail Layouts
 - Curb and Gutter and Sidewalk Layouts (if applicable)

- Erosion and Sediment Control
- Seeding and Landscaping (if applicable)
- Grading Plans
- Visual/Aesthetic Details (if applicable)
- Plan and Profiles Sheets
 - Mainline
 - Turnout Profiles (if applicable)
- Retaining Wall Plans (if applicable)
 - General Notes
 - Estimate of Quantities
 - Location Plan, Elevation, and Typical Section
 - Foundation Notes as appropriate
 - Reinforcing Schedule
- Traffic Control Plans
 - Notes
 - Sequence of Construction
 - Sign Face Details
 - Traffic Control Phasing Plans
- Lighting Plans (if applicable)
- Signalization Plans (if applicable)
- Permanent Signing and Striping Plans
 - Notes
 - Estimate of Quantities
 - Permanent Signing and Striping Plans
 - Special Signs (if applicable)
 - Sign Face Details
- Drainage Plans (if applicable)
 - Plan and Profile
 - Structure Sections
- Roadway and Earthwork Cross-Sections
- Contract Book

The Engineer shall submit the draft contract book at each design submittal beginning at the pre-final (60%) submittal. In developing the draft contract book, the Engineer shall use the County's most recent boilerplate contract book. The draft contract book shall include, but is not limited to, the following:

- Project-Specific Notices to Contractors
- Standard Notices to Contractors
- Project-Specific Special Provisions
- Contract Documents:

The Engineer will hold a review of the contract book with the County Purchasing Division and design team. The Engineer shall prepare and submit to the County Project Manager any design variances or design exceptions following the NMDOT Design Manual.

Design Completion Reviews:

The Engineer shall schedule and conduct the project design reviews. The reviews shall be held for the entire project or separate projects depending on the Engineer's project priority plan for design and construction.

The County will provide a review of the Engineer's work for conformity with the County's procedures and the Contract terms only. Review by the County does not include a detailed review or checking of design components and related details or the accuracy with which such is depicted. County acceptance of the Engineer's work product, plans, studies, etc., does not constitute County approval.

Provide Grade and Drain plans (60% completion), a constructability review, Plan-in-Hand (90% completion), and PS&E (100% completion) plans for the project to be finalized. These plans shall include the items required for design milestone meetings as listed in the NMDOT Design Manual's Standard Minimum Plan Information and Comprehensive Checklist.

Project plans will include proposed horizontal and vertical alignment, typical roadway sections, intersection layouts, signal & lighting design, slope limits, right-of-way requirements, utility relocation/adjustment requirements, and preliminary earthwork analysis. Project plans shall be prepared using NMDOT standards for general content and format.

Plans shall be prepared for the alignment and typical sections, as approved by the County. The design plans shall adhere to all current and active NMDOT Design Directives and the County's Sustainable Land Development Code (SLDC).

Deliverables – Pre-Final, Final, and PS&E Design Plans and Documents:

The Engineer shall submit and distribute five (5) bound sets of plans (11" x 17" reduced) and one (1) flash drive or FTP site containing an electronic file (.pdf format) of plans for each design review.

The Engineer shall provide minutes one (1) electronic copy (.pdf format) of all meetings, including comments received, and responses. These minutes will be submitted within one (1) week of the plan review meeting.

All design data and computer-aided-drafting (CAD) drawing files supplied under the contract shall be produced and submitted to the County in a native Autodesk® (.dwg) file format. The County is currently utilizing Autodesk® AutoCAD 2021 and Autodesk® AutoCAD Civil 3D 2021 as its standard version. All surveying, mapping, and design data shall be submitted to the County in a compatible format approved by the County. The Engineer must obtain the latest symbols, layer names, and template data from the County's GIS Department, before digitizing any data. Data must be submitted to the County on USB or electronic download.

Deliverables - Production Documents:

The Engineer shall provide the County Project Manager with original copies of all documentation associated with the PS&E Production checklist. The Production plan set (original and one copy), special provisions, and other documents when directed by the PM, shall be signed & sealed by the Engineer in responsible charge, whom is licensed by the State of New Mexico.

Engineer Coordination

The Engineer will be responsible for all coordination necessary to accomplish the work required by the Contract. This responsibility shall include coordination with all property owners and federal, state, city, county, schools, and other agencies having jurisdiction or interest in the project. This will include obtaining written approvals and/or concurrence on all work that is to be completed by the Engineer including work completed by sub-contractors working under the Contract.

This responsibility shall also include obtaining all initial informal (verbal) approvals. For any required formal (written) approvals, the Engineer will provide the County with all required data and draft letters of transmittal. In the event the Engineer is not successful in obtaining informal approvals, the Engineer shall promptly notify the County in writing, and the County will assist in resolving the matter.

In addition to the above, the Engineer shall be responsible for:

- Scheduling all design reviews.
- Copying and distributing plans and documents.
- Writing design review reports (due within one (1) week of the meeting).
- Writing design team meeting minutes (due within one (1) week of the meeting).
- Documenting verbal approvals in writing in the monthly reports to the design team and County.
- Performing and documenting property owner interviews and requesting/documenting access to properties outside the County right-of-way for all surveys.
- Being the focal point, for the flow of all project activity, including the sub-contractor work.
- Providing monthly progress reports for design, utility, environmental, right-of-way, and construction.

- Providing periodic presentations to the design team, County management. (i.e., County Manager, Board of County Commissioners), local agencies, and/or other public or private entities, etc., if applicable.
- Scheduling PS&E Office Review along with meeting minutes.
- Providing meeting minutes of all project meetings within one (1) week of the meeting taking place.
- Updating the engineer's estimate of probable cost quarterly.

Agency Coordination

Agency coordination will include any agency with management responsibilities, all agencies with sensitive resource responsibilities, and any agency that may have permit authority for project activities. The Engineer will coordinate the environmental and cultural resource mitigation measures.

The appropriate federal, state, tribal, county, and local agencies, the public, and other interested agencies will be contacted to ensure that the community and governmental concerns are identified and considered for inclusion in the design development of the project.

Location & Topographic Survey

The Engineer/Surveyor shall provide the required location and topographic survey for the entire project limits suitable for planning and design. The existing right-of-way shall be surveyed and identify the location survey and mapping deliverables, along with but not limited to, all fences, structures, utilities, signs, break lines, and encroachments. Encroachments shall include the owner's name and address with perpendicular distance(s) from the right of way.

All surveying and mapping activities shall be performed by a qualified Professional Surveyor licensed in New Mexico and shall meet the Minimum Standards for Surveying in New Mexico (12.8.2 NMAC). The Engineer/Surveyor is responsible for establishing primary project control and shall prepare a Project Control Map per the NMDOT's requirements. The engineer is responsible for coordinating all surveying and mapping efforts required for the design and determination of right-of-way impacts due to design. The Engineer shall submit the man-hour and fee proposal for the location survey and mapping efforts to the County for review by staff.

Photogrammetry (As needed to supplement the data provided by the County)

The Engineer shall be responsible for obtaining and preparing data needed to develop the computer mapping described below and preliminary/final design plans. Accurate Digital Terrain Modeling/Surface Modeling is an acceptable design development product.

Computer Mapping (As needed to supplement the data provided by the County)

Mapping limits should extend from approximately ½ mile east and west of the BOP and EOP. Mapping limits can be expanded to incorporate drainage basins that impact the project area, if applicable. The computer mapping program used should be compatible

with the County's mapping and design program.

Graphics File (As needed to supplement the data provided by the County)

Provide a graphics file covering the complete project. The graphics file shall contain all digital terrain modeling (DTM) break lines, planimetric, topographic, alignment data, and approximate locations of existing right-of-way limits. The contour map scale should equal the horizontal scale used on the plan and profiles. Select the scales accordingly.

Right-of-Way & Monumentation Mapping

Right of Way (ROW) mapping shall be performed following the NMDOT Right of Way Mapping Development Procedures Handbook. The Engineer/Surveyor will prepare ROW maps for presentation and review at the pre-final design inspection review. The County will not provide an extensive detail check of any of the final maps and plans. Temporary Construction Permit (TCP) locations shall also be shown on the map if they are in areas for which mapping has been developed. TCP exhibit maps may be prepared only if there is no need for ROW takes or CMEs require the development of ROW maps. All TCPs shall be listed on the parcel block sheet of the final ROW Maps as well as shown on the plan and profile sheets. All encroachments shall be identified on the ROW maps within the ROW boundaries shown on the maps prepared for Final Right-of-Way. The Engineer/Surveyor is fully liable for, any errors and/or omissions in the final ROW Maps, legal descriptions, and subsequent monumentation mapping and staking. Acceptance of the final ROW Map or other work products developed by the Engineer/Surveyor under the contract and termination of the contract when work is completed will not remove any liability from the Engineer/Surveyor as outlined above.

Perform one (1) time "Appraisal Staking" by request from the County Real Property Division for Takes, CMEs, and TCPs.

Monumentation Mapping shall be performed following the Right of Way & Monumentation Mapping Unit's guidelines/policies and pertinent provisions of the current Minimum Standards for Surveying in New Mexico. Upon recordation of the final ROW map date by the County and confirmation of the final acquisition of ROW, the Engineer/Surveyor shall prepare the Monumentation maps. Field staking of right-of-way limits as defined by the final ROW Maps and ROW Certification and recordation of the final ROW Monumentation Map(s) will be required. Field staking following approved final Monumentation Maps shall not occur before the approval of the County Real Property Division and completion of construction. The final Monumentation maps shall meet the NMDOT's Monumentation Mapping Unit guidelines/policies and pertinent provisions of the current Minimum Standards for Surveying in New Mexico. The Engineer/Surveyor shall submit the man-hour and fee proposal for ROW & Monumentation Mapping efforts to the County PM for review by staff.

Provide final right-of-way mapping and title reports such that the Engineer may acquire the required right-of-way, if applicable. Submit one (1) unbound (full size) original set of the final accepted right-of-way maps to the County in addition to electronic submission

as described in the Electronic Submittal of Design Data by the Engineer/Surveyor. See Right-of-Way Mapping Development Procedures Handbook for complete details on right-of-way mapping deliverable requirements.

Planimetric Plan and Profile Sheet Files

Provide Plan and Profile (P&P) Sheets with planimetric and topographic data at a horizontal scale of 1" = 100' and a vertical scale of 1" = 10' or as approved by the County Project Manager. Provide planimetric and topographic coverage for approximately 300 feet left and right of the roadway or as needed. Provide baselines for all turnouts and side roads. It may be necessary to place angle points along the baseline to define the turnouts and side roads. Along major side roads, provide P&P sheets with planimetric and topographic data on both sides of the side road centerline at approximately 500 feet or as needed.

Surface Model Files

Provide contour maps at a scale of 1" = 100' with one (1) foot contour intervals unless an alternate scale is designated by the County Project Manager. Maps shall meet the US National Map Accuracy Standards. Provide planimetric and topography coverage for 500 feet left and right of the roadway or as needed. Areas within the mapping corridor with steep slopes may be covered with 5-foot contour intervals or as directed by the County Project Manager. Drainage areas that require a structure of 100 square feet or more opening will require 1,000 feet of planimetric and topographic data left and right of the centerline beginning 500 feet before and continuing 500 feet after the structure. Provide a flow line baseline for 1,000 feet from the centerline up and downstream with a tie to the centerline on the contour map. Show flow line baseline on graphics files and planimetric P&P files.

Existing Structure Section Sheet Files

Provide existing structure sections at a scale of 1" = 10' horizontal and 1" = 10' vertical or as needed with a maximum of three structures sections per sheet, provide existing structure sections as stated on the NMDOT CADD standards.

Turnout and Side Road Profile Sheet Files

Provide turnout and side road profile sheets at a scale of 1" = 10' horizontal and 1" = 10' vertical for 300 feet of profile left and right of mainline centerline and 500 feet of profile for major side roads, if applicable.

Major Side Road Cross-Section Files

Provide cross-sections at 50-foot intervals for turnouts and at all breaks for at least 200 feet left and right of side road baselines, for 500 feet left and right of mainline centerline, if applicable. Show baselines on graphics files, contour maps, and P&P sheets.

Survey Note Sheet File

Provide a Survey Notes/Control Sheet file. The survey notes sheet shall be appropriately

incorporated into the final plan set to be used for the construction of the project.

Sheet Boundaries or Reference Marks

On all electronic files transmitted to the County wherein P&P or other sheets are extracted, the sheet boundaries or reference marks shall be left intact and shall remain in place as invisible or phantom lines. This is done to allow the exact duplication of coordinates when extracting and printing the P&P sheets.

Subsurface Utility Engineering Services and Coordination

SUE will include Quality Levels B through D, per ASCE 38-22 criteria. The Engineer will be responsible for Quality Level B.

Coordination with all affected utility companies shall be required for private utility relocation design. For public water and/or sewer relocations, the Engineer shall be responsible for the design and construction plans for this work to be performed by the County's Contractor.

Pavement Subgrade Soils Field Exploration and Laboratory Testing and Reports

The Engineer shall provide field exploration and perform laboratory testing of base course and subgrade samples collected and provide test summaries following NMDOT Pavement Design Policy for testing frequency and consisting of the following:

The Engineer will be required to provide field exploration and laboratory testing consisting of the following:

Test locations for two-lane roadway shall consist of the following:

- ¼ mile intervals in the eastbound direction
- 1-mile intervals in opposing direction
- 1-mile intervals on shoulders (where existing)
- Submit a Boring Location Plan before field exploration.

For purpose of the proposal, estimate two (2) soil samples per location. Perform the following geotechnical laboratory tests on each sample according to applicable AASHTO standards including, but not limited to, the following:

- Sieve Analysis (including Minus No. 200 Wash);
- Atterberg Limits;
- Moisture Content;
- R-Value;
- Resilient Modulus (AASHTO T307-Current) – Estimate two (2) Tests, Samples to be chosen by County.

Deliverables:

The Engineer shall provide one (1) bound hardcopy and one (1) electronic copy (.pdf format) of the draft Pavement Design Report to the County. After the County has reviewed and approved the document, the Engineer shall submit two (2) bound hard

copies and one (1) electronic copy (.pdf format) of the final reports to the Project Manager.

Final Design Reports:

The Engineer shall prepare and submit to the County Project Manager reports after the grade and drain (60%) design, plan-in-hand (90%) design reviews, and PS&E office review detailing project status, minutes, and required plan modifications within one (1) week of holding reviews.

Preliminary Drainage Report:

A preliminary drainage report will be developed as part of Phase I-D. Delineated Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) shall be taken into account in the draft drainage report, and the selected consultant shall coordinate with the local or County floodplain administrator during the drainage analysis. The Engineer shall use the July 2018 Drainage Design Manual for methodologies in preparation for the Preliminary Drainage Report.

Final Drainage Report

The Final Drainage Report refines the Preliminary Drainage Report. A detailed hydraulic analysis such as backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and the design of permanent erosion protection.

In preparing the Final Drainage Report, the Engineer shall perform, on all major structures or channels, a hydraulic analysis using appropriate hydraulic modeling software as approved by the County for the proposed conditions. An approved Final Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including drainage map(s); inventory of existing drainage structures; and detailed structure recommendations including supporting design data.

If Section 401 and 404 applications are required, the Engineer shall prepare and submit the necessary applications with the approval and signature of the County Floodplain Administrator. This work will be included in Phase II Services and shall not be done before the completion and approval of the environmental documentation.

Include in the Final Drainage Report the storm drain design data at each drop inlet and manholes such as design discharges, carry-over discharges, intercept discharges, and other hydraulics data. The construction plans, prepared during Phase II Services shall include storm drain system data such as hydraulic grade line for 100-year discharge: invert elevations, slopes, velocities, and discharges.

If the disturbed area during construction is greater than 1 acre, the Engineer shall prepare a stormwater pollution prevention plan (SWPPP). The Engineer shall also prepare the Final Stabilization Temporary Erosion and Sediment Control Plans (TESCP).

The Engineer shall use the NMDOT Drainage Design Manual, July 2018, and “National Pollutant Discharge Elimination System Handbook, December 2012” or current revision for methodologies in preparation for the Final Drainage Report.

National Pollutant Discharge Elimination System (NPDES)

The Engineer shall prepare an erosion and sediment control plan following the requirements of the “Water Quality Protections” Chapter in the NMDOT ‘Drainage Manual, July 2018, or the current edition. The completed plans shall include temporary erosion and sediment control measures following the NPDES requirements. If applicable the Engineer is also required to download the RUSLE2 software and perform soil loss calculations. RUSLE2 has been tailored for New Mexico soils to compute soil losses before, during, and after construction activities.

The Engineer shall consider constructability, maintainability, utility impacts, and right-of-way requirements and costs in preparation of construction plans.

Preliminary Property Ownership Maps:

If encroachments are identified and/or right-of-way maps are required, provide Preliminary Property Ownership Layout Maps. These maps may be prepared and developed by research/investigation of county records through County Assessor map/info and GIS shape files. This information should be acquired and shown from the sources mentioned. Preliminary property ownership maps are for informational purposes only and do not require boundary retracement efforts to identify assessor information on a clearly illustrated map.

Maps shall be prepared at a horizontal scale of 1” = 100’ and a vertical scale of 1” = 10’. Provide one (1) hard copy of the Preliminary Property Ownership Layout Maps to the County.

Right-of-Way Maps, Title Reports, and Monumentation Maps:

Submit one (1) unbound (full size) original set of the final accepted right-of-way maps to the County in addition to electronic submission. Final ROW maps will be a deliverable subject to liquidated damages.

Preliminary and Final Geotechnical Reports:

Provide one paper (1) copy and one (1) electronic download containing all deliverables generated during design. Reports shall be in PDF format. Provide the calculation package separately. Deliver reports and electronic copies to the County Project Manager.

C. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

1. General Conditions. Contractor 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.
2. General Liability Insurance, Including Automobile. Contractor 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 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 County by Contractor; 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. County of Santa Fe shall be a named additional insured on the policy.
3. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
4. 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), Contractor shall increase the maximum limits of any insurance required herein.

D. DESIGNATED PROCUREMENT SPECIALIST

The County has designated a Procurement Specialist who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Amanda Patterson-Sanchez, Procurement Planner Analyst
 Santa Fe County Purchasing Division
 102 Grant Avenue, First Floor
 Santa Fe, NM 87501
 Phone: (505) 992-6753
 Email: apatterson-sanchez@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Planner Analyst in writing. **Offerors may ONLY contact the Procurement Planner Analyst listed above regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.**

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

This section contains definitions and abbreviations that are used throughout this procurement document.

“BCC” means the Santa Fe County Board of County Commissioners

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” or **“Agreement”** means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful Offeror who enters into a binding contract.

“County” means Santa Fe County.

“Determination” means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the County management to perform the evaluation of offeror proposals.

“Finalist” is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Specialist” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Santa Fe County Purchasing Division, Finance Department.

“Request for Proposals” or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the RFP.

“Responsive Offer” or **“Responsive Proposal”** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Specialist will make every effort to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issuance of RFP	Purchasing Division	June 11 th and 12 th
2. Pre-Proposal Conference	Owner/Offerors/ Purchasing	
3. Acknowledgement of Receipt Form	Offerors	June 23 2023
4. Deadline to Submit Additional Questions	Offerors	June 23, 2023
5. Response to Written Questions	Purchasing Division	June 28, 2023
6. Submission of Proposal	Offerors	July 13, 2023 2:00 p.m.
7. Proposal Evaluation Review	Evaluation Committee	July/August 2023
8. Selection of Finalist	Evaluation Committee	August, 2023
9. Oral Presentation by Finalists (if applicable)	Offeror	TBD
10. Contract Negotiations	County, Offeror	TBD
11. Contract Award	Purchasing Division	TBD

Note: *If the Evaluation Committee makes a selection at the Selection of Finalists, event 9 will not occur.*

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issuance of RFP

This RFP is being issued by the Santa Fe County Public Works Department and the Purchasing Division.

2. Pre-Proposal Conference

A Pre-Proposal Conference and Site Visit are scheduled to occur on the date indicated in the Sequence of Events at Section III.A. Questions may be submitted at the Pre-Proposal Conference and until the date indicated in the Sequence of Events at Section III.A. **All questions must be in writing and e-mailed to apatterson-sanchez@santafecountynm.gov.** A public log will be kept of the names of potential Offerors who attended the Pre-Proposal Conference and the Site Visit.

3. Acknowledgement of Receipt Form

Potential offerors should hand-deliver, return by facsimile or e-mail the Acknowledgement of Receipt Form provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on *June 23, 2023*.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

4. Deadline to Submit Additional Written Questions

Potential offerors may submit written questions regarding this RFP until the close of business on the date indicated in the Sequence of Events at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II.E and sent via facsimile or e-mail. ***Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.***

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the Sequence of Events at Section III.A, to all potential offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Specialist no later than one (1) day after the answers or addenda were issued.

6. **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM, Thursday, July 13, 2023. *Proposals received after this deadline will not be accepted.* The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Specialist at the address listed in Section II.E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals No. 2023-0228-PW/APS. **Proposals may also be submitted electronically via Dropbox at the link provided below.**

<https://www.dropbox.com/request/RBi8xfwwz6QkudJVdlQ3>

Proposals must be delivered to:

Amanda Patterson-Sanchez, Procurement Planner Analyst
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501

A public log will be kept of the names of all offeror's who submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

7. **Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Specialist. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time, the Procurement Specialist may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the offerors.**

8. **Selection of Finalists (If Applicable)**

The Evaluation Committee may select and the Procurement Specialist may notify the finalist offerors on the date indicated in the Sequence of Events at Section III.A. Only finalists will be invited to participate in the subsequent steps of the procurement if the finalist process is used.

9. **Best and Final Offers from Finalists (If Applicable)**

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events at Section III.A.

10. **Oral Presentation by Finalists (If Applicable)**

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each offeror presentation. All finalist offerors will be contacted to schedule presentations providing a location and instructions for the Oral presentations. Each presentation will be limited to one (1) hour in duration.

11. **Contract Negotiations**

The contract will be finalized with the most advantageous offeror during the timeframe indicated in the Sequence of Events at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12. **Contract Award**

The County anticipates awarding the contract on the date in the Sequence of Events at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Specialist or Procurement Manager.

The contract shall be awarded to the offeror or offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. **Right to Protest**

Any protest by an offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County Procurement Office
Attn: Bill Taylor, CPO/ Procurement Manger

P.O. Box 276
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means.
Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the terms and conditions of the contract template attached hereto as Appendix E.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the performance of the contract with the County whether or not subcontractors are used.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of the previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Specialist. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for 90 days after the due date for receipt of proposals or 90 days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

Proposals shall not be opened publicly and shall not be open to public inspection until after an offeror has been selected for award of a contract.

An offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Santa Fe County Procurement Manger shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in

whole or in part when the County determines such action to be in the best interest of the County

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Specialist.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Specialist or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix E.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible

offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Manager approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting the County's needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

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

21. County Rights

The County reserves the right to accept all or a portion of an offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Recommended

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that the offeror should have a valid e-mail address to receive e-mail correspondence.

25. Preferences in Procurement by Santa Fe County

a. *New Mexico In-state Preference.*

New Mexico law, Section 13-4-2 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident contractor**”. Application of a resident contractor preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident contractor. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident contractor certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business’ payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

b. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-4-2 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran contractor**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident contractor certificate, 10%, of the total weight of all the evaluation

factors used in the evaluation of proposals may be awarded or added to the Offeror's score.

The resident contractor preference is not cumulative with the resident veteran contractor preference.

AND

c. Santa Fe County Business Preference

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a "Santa Fe County business." Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business' corporate standing in the state, business licensure or registration, the duration of the business' primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The Resident Business, Resident Veteran Business or Santa Fe County Business preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

26. Double-Sided Documents

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse..." all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County".

27. Living Wage

Contractor shall comply with the requirements of Santa Fe County Ordinance No. 2014-1 (Establishing a Living Wage).

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and four (4) identical copies of their proposal to the location specified in Section II, Paragraph E on or **before** the closing date and time for receipt of proposals. If submitting responses electronically via Dropbox, please submit two (2) separate files: one file for the proposal response and a separate file the Appendix D Proposed Fee Schedule.

C. PROPOSAL FORMAT

All proposals shall be limited to twenty (20) pages, with exception to professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font **no smaller than 12 pt. pitch**, with nominal 1” margins and normal line spacing. Proposals shall be bound with tabs delineating each section.

To combat the spread of the recent COVID-19 illness, the submission of Proposals **will be accepted electronically** utilizing a DropBox. Please utilize this link to upload your proposal submission. <https://www.dropbox.com/request/RBi8xfwwz6QkudJVdlQ3>

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Response to County Terms and Conditions
- c) Table of Contents (optional)
- d) Response to Specifications – Evaluation Factors
- e) Copy of insurance certificate
- f) Campaign Contribution Disclosure Statement

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP under Section V.B. EVALUATION FACTORS. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The **proposal summary** may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. **Letter of Transmittal**

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting person or organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP;
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix E.

V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

Time Frame

The contract is scheduled to begin October, 2023. Santa Fe County intends on awarding a contract with an initial term of four years.

B. EVALUATION CRITERIA

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each.

1. Specialized Design and Technical Competence

- Describe the firm's vision/mission and business philosophy.
- Provide a brief history of the Offeror's firm in the State of New Mexico.
- Provide information about the firm's specific technical experience with providing engineering services that demonstrate technical competence to successfully complete this project.
- Indicate the relevance of previous projects to the scope of work described in this RFP, including any specialized expertise.

2. Evidence of Understanding the Scope of Work

- Demonstrate a clear understanding of key project elements and goals as outlined in the scope of work.
- Provide proposed approach to accomplishing the project including specific tasks and a description of level of effort that will be dedicated to each task.
- Describe approach in managing the project expertly and effectively, including specific tasks.
- Describe challenges that might be expected based on type of project, market conditions, historic preservation, environmental conditions, location site and/or other factors.

3. Capacity and Capability

- Provide information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.
- Indicate relationships of the firm's project team's current work load to the projected workload of this project and personnel in the New Mexico Office.
- Indicate key personnel to be assigned to this project, their specific roles,

experience and background.

4. Past Record and Performance

- Describe contracts and other agreements with government agencies or private industry where Offeror controlled budgets and project schedules based on projects of similar scope.
- Provide a minimum of three (3) projects completed within the last three (3) years where the Offeror provided similar services with name of client(s), point of contact, telephone number and email.
- Describe any particular difficulties confronted in past projects and how the Offeror addressed and resolved these issues.

5. Proximity to/or Familiarly with Site Location

- Demonstrate the firm’s proximity to and familiarity with Santa Fe County in which this projects will be located.

6. New Mexico Produced Work

- It is Santa Fe County’s goal to support New Mexico owned businesses. Indicate the volume of work by percentage to be produced in New Mexico firm(s), using New Mexico based employees.

7. Volume of Work Previously Done

- Information on the status of past project awards shall be included in the “Project Listing Form” as a requirement of the RFP provided in Appendix C. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

\$ 25,000 to \$ 35,000	10 points deducted
\$ 35,001 to \$ 50,000	20 points deducted
\$ 50,001 to \$100,000	30 points deducted
\$100,001 to \$150,000	40 points deducted
\$150,001 and over	50 points deducted

- 8. Offeror’s proposal contains a valid NM State Resident Business Certificate, the preference in accordance with §13-4-2 NMSA 1978, will be applied.
- 9. Offeror’s proposal contains a valid NM State Resident Veteran Business Certificate, the preference in accordance with §13-4-2 and §13.1-22 NMSA 1978, will be applied.
- 10. Offeror’s proposal contains a valid Santa Fe County Preference Certificate, the preference in accordance with Santa Fe County Ordinance #2012-4, will be applied.

VI. EVALUATION

A. EVALUATION SCORING

The County will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror’s attention to the factor detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee Members.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation factors outlined below. Each Evaluation Factor is assigned the following points:

- 1. Specialized Design and Technical Competence..... **200 points**
- 2. Evidence of Understanding the Scope of Work..... **300 points**
- 3. Capacity and Capability **200 points**
- 4. Past Record of Performance..... **150 points**
- 5. Proximity to/or Familiarity with Site Location **50 points**
- 6. New Mexico Produced Work **50 points**
- 7. Volume of Work Previously Done **50 points**

- TOTAL POINTS 1000 points**

PREFERENCES

If a proposal contains an In-State Resident Business Certificate or Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied.

- 5. Proposal contains a valid N.M. Resident Business Certificate.....**50 points**

OR

- 6. Proposal contains a valid Resident Veteran Business Certificate..... **100 points**

AND

- 7. Proposal contains a valid Santa Fe County Business Certificate.....**50 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Specialist may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors ‘shortlisted’ based upon the proposals submitted. If an oral presentation is recommended, the ‘shortlisted’ firms will be provided questions by the Selection Committee for their “Oral Presentations.” Each presentation will be evaluated by the Selection Committee. The oral presentation that receives the highest points and is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.11. Only the points from the Oral Presentation will be calculated for most & highest qualified firms. Points from the “shortlisted” evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT FORM
DESIGN ENGINEERING SERVICES FOR AVENIDA DEL SUR WEST EXTENSION
RFP NO. 2023-0228-PW/APS**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

The acknowledgement of receipt should be signed and returned to the Procurement Specialist no later than close of business on **June 16, 2023**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Amanda Patterson-Sanchez, Procurement Planner Analyst
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501
Phone: (505) 992-6752
Email: apatterson-sanchez@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor

does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

**APPENDIX C
RESIDENT VETERANS PREFERENCE CERTIFICATION**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.”

“I understand that knowingly giving false or misleading information on this report constitutes a crime”.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

**VOLUME OF WORK
PREVIOUSLY DONE FOR SANTA FE COUNTY
PROJECT LISTING FORM**

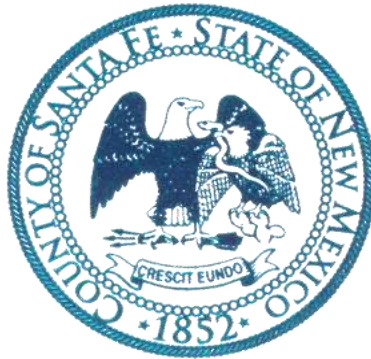
FIRM: _____ **DATE:** _____

PROJECT DIRECTLY AWARDED TO FIRM	AWARD DATE	CONTRACT DATE	AMOUNT	% COMPLETE
1.				
2.				
3.				
4.				
5.				

**APPENDIX E
SAMPLE AGREEMENT
AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES**

PROJECT (short title) _____ **Contract No.** _____

**PROJECT
LOCATION** _____



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2013 EDITION, Part A of Two Parts**

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

THIS AGREEMENT is made and entered into on this _____ day of _____, 2023, by and between SANTA FE COUNTY (hereinafter referred to as the “(County)”), a New Mexico political subdivision, and _____, licensed to do business in the State of New Mexico), hereinafter referred to as the “Engineer”.

Hereinafter “County”:
Katherine Miller, County Manager
Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
TELEPHONE: 505-986-6200
FAX: 505-985-2740

Hereinafter “Engineer”:
Name: _____
Telephone: _____
Fax No. _____

RECITALS

WHEREAS, the County needs the services of a professional licensed engineer to provide design engineering services for the Avendia del Sur West Extension; and

WHEREAS, in accordance with Section 13-1-112 NMSA 1978 and the Santa Fe County Purchasing Regulations and Policy Manual, the County issued Request of Proposal (RFP) No. 2023-0228-PW/APS; and

WHEREAS, _____ ; and

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

NOW THEREFORE, in consideration of the premises and mutual obligations herein in Parts A and Part B of this Agreement, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

_____,(the “Project”).

2. SCOPE OF WORK

3. COMPENSATION, INVOICING, AND SET-OFF

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

- 1) County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A (Compensation and Schedule).
- 2) The total amount payable to the Engineer under this Agreement, exclusive of gross receipts tax shall not exceed _____ (\$_____). Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.

- B. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B (Pay Request Form), 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 Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within 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 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 Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer 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 the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

- A. Study and Report Phase.
- 1) The Engineer shall consult with the County to define and clarify the requirements for the Project.
 - 2) Advise the County of any need for the County to provide additional data or services which are not a part of the Engineer's Basic Services.
 - 3) Identify and analyze requirements of governmental agencies having jurisdiction to approve the portions of the Project designed or specified by the Engineer.
 - 4) Prepare draft Study and Report and brief and obtain the written approval of the County for the draft Study and Report, before commencing work on the Preliminary Design, Study and Report Phase.
- B. Preliminary Design, Study and Report Phase
- 1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.

- 2) Develop and complete a Development Plan for the area in schematic form for review with County. The plans shall allow for phased construction if necessary.
- 3) Upon approval of the schematic Development Plan documents by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within 30 days of authorization to proceed and review with the County. If necessary, revise Preliminary Design Phase documents in response to the County's comments.
- 4) From the approved Scope of Work the Engineer as applicable shall produce a study consisting of drawings and other documents necessary to illustrate the general planning concepts, probable Engineering system, types of materials needed and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the project area. The Engineer shall brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
- 5) The Engineer shall obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing work on the Final Design Phase.

C. Final Design Phase

Upon approval of Preliminary Design Phase documents by the County, the Engineer shall:

- 1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
- 2) Prepare a statement that identifies the need for additional data, surveys, or tests.
- 3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
- 4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
- 5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
- 6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.
- 7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.

- 8) Provide County with three full size and three half size sets of the 100% construction plan, electronic copy of the Project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

- 1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
- 2) Attend pre-bid conference and assist in preparing addenda.
- 3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
- 4) Identify any changes during the bidding or proposal process that may require addenda.
- 5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
- 6) Assist the County to issue addenda as required to all bidders or offerors.
- 7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

- 1) Participate in a pre-construction conference.
- 2) Provide a minimum of one weekly or one monthly on site observation(s) during the Construction Phase to protect the County against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the Scope of Work. The results of all on site observations shall be documented in field reports submitted to the County within seven days of each site visit.
- 3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
- 4) Assist the County in reviewing change orders.
- 5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
- 6) Finalize "As-Built" plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

- 1) General. The Engineer shall submit to the County recommendations to regarding the completion of the construction. The Engineer shall obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any contraction contractors record drawing. The Engineer shall obtain and deliver to the County a signed receipt for all materials turned over by the Contractor.
- 2) Eleven Month Inspection and Report. The Engineer shall 11 months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the County with in seven calendar days. The County through the Engineer shall notify the construction contractor of any corrective action noted in the report. The Engineer shall obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

G. Attached as Exhibit C and incorporated into this Agreement is the Amendment for Engineering Basic Services form.

5. REIMBURSABLES

- A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the Project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in Exhibit A (Compensation and Schedule).
- B. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

6. ADDITIONAL SERVICES

- A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the County, and shall be paid for by the County as provided in paragraph 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.
- B. Additional Services may include but are not limited to the following.

- 1) Subservice geotechnical investigation with associated laboratory testing to include soil borings to determine subsurface profiles, relative strengths, compressibility and other characteristics of the surface layer(s).
- 2) Survey services for mapping, construction layout and/or to determine Project and surrounding area boundaries.
- 3) Traffic study that may include volume, movement counts, accident crash data, pedestrian traffic, and parking, sidewalk and walk/bike trail considerations.
- 4) Drainage Plan to determine the amount of runoff/drainage impacting the Project area and make recommendations accordingly.
- 5) Storm water management to provide viable flood control, runoff and drainage conveyance options and recommendations for surface treatment plan(s).
- 6) Environmental Review and as applicable Cultural Resource Study, to include preparation of documentation regarding the mandatory evaluation of physical, social, and economic impacts of the proposed Project area to ensure compliance with environmental laws and authorities and as required obtain environmental clearance(s) from governmental agencies.
- 7) Feasibility Study to evaluate and analyze the potential of the proposed Project to support recommendations for project implementation.
- 8) Market analysis to determine, develop and recommend conceptual options for future use of the Project site.

7. EXHIBITS LIST

Exhibit A	Compensation and Schedule
Exhibit B	Engineer Pay Request
Exhibit C	Amendment for Basic Services
Exhibit D	Amendment for Additional Services
Exhibit E	Amendment for Consultant Services
Exhibit F	Consultant List

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

SANTA FE COUNTY

Anna C. Hansen, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

Approved as to form:

Jeff Young
Santa Fe County Attorney

Date

Finance Department:

Yvonne S. Herrera
Finance Director

Date

ENGINEER

Date

(print name and title)



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES
DEPARTMENT
PURCHASING DIVISION
GENERAL TERMS AND CONDITIONS OF THE
AGREEMENT BETWEEN
SANTA FE COUNTY and ENGINEER
FOR PROFESSIONAL SERVICES**

2013 Edition, Version 1.0, Part B of the
Agreement

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.

1. SCOPE OF WORK

Engineer shall provide the services set forth in Part A Section 2 (Scope of Work) of this Agreement and as provided in Exhibit A.

2. EFFECTIVE DATE AND TERM

The Agreement shall, upon due execution by all parties, become effective as of the date first written in Part A and shall terminate _____ () , unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work) above and Section 4 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 3 (Compensation, Invoicing, and Set-Off) of Part A 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 Contractor's compensation, which are mutually agreed upon by and

between the County and the Engineer, shall be incorporated in written amendments to this Agreement.

4. 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 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 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised then 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 Engineer written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Engineer's receipt of the notice. The County shall pay the Engineer 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 or service performed after the effective date of termination.

5. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners 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 Engineer. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Engineer 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 Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

- A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer 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 Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

B. Subcontracting. The Engineer 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.

C. Personnel.

- 5) All work performed under this Agreement shall be performed by the Engineer or under its supervision.
- 6) The Engineer 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.

7. ASSIGNMENT

The Engineer 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 County's advance written approval shall be null and void and without any legal effect.

8. RELEASE

Upon its receipt of all payments due under this Agreement, Engineer releases County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

9. CONFIDENTIALITY

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

10. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

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. To the extent any material is copyrightable, the County shall own such copy right.

11. CONFLICT OF INTEREST

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

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

13. ENTIRE AGREEMENT; INTEGRATION

The 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 the 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 the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Paragraph 7 (Exhibits List) in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

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

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. Engineer agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Engineer specifically agrees not to discriminate against any person with regard to employment with Engineer 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. Engineer acknowledges and agrees that failure to comply with this Section shall constitute a material breach of the Agreement.

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, Engineer shall comply with all applicable laws, ordinances, and regulations.
- B. 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.

18. RECORDS AND INSPECTIONS

- A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer agrees to (i) maintain such books and records during the term of the Agreement for a period of six (6) years from the date of final payment under the Agreement; (ii) allow 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 their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six (6) years from the date of final payment under the subcontract:(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

- A. Engineer shall defend, indemnify, and hold harmless 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) resulting from or directly or indirectly arising out of Engineer’s performance or non-performance of its obligations under this Agreement, including but not limited to Engineer’s breach of any representation or warranty made herein.

- B. County shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Engineer agrees (i) that 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 (ii) that such suit will not be settled without County’s consent, such consent not to be unreasonably withheld. If in County’s judgment, a conflict exists between the interests of County and Engineer such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Engineer.
- C. Engineer’s obligations under this section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

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

21. NOTICES

Any notice required to be given to either party by the 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

To the Engineer: _____

22. ENGINEER’S REPRESENTATIONS AND WARRANTIES

- A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.
- B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.

- C. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer for filed with the NM Secretary of State.

23. LIMITATION OF LIABILITY

County's liability to Engineer for any breach of this Agreement by County shall be limited to direct damages and shall not exceed the maximum amount of compensation specified in Section 3 (Compensation and Invoicing) Part A, of the Agreement. In no event shall County be liable to Engineer for special or consequential damages, even if County was advised of the possibility of such damages prior to entering into the Agreement.

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

- A. General Conditions. Engineer 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. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; 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 named additional insured on the policy.
- C. Workers' Compensation Insurance. Engineer shall comply with the provisions of the Workers' Compensation Act.
- D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.
- E. 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), Engineer shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

Engineer 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.

27. FACSIMILE SIGNATURES

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

28. NEW MEXICO TORT CLAIMS ACT

No provision of the 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.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

30. SURVIVAL

The provisions of following paragraphs shall survive termination of the Agreement: 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.

**EXHIBIT A
COMPENSATION AND SCHEDULE**

BASIC SERVICES

Date to be Completed

Study and Report Phase	10%	\$0.00	Date or Weeks
Preliminary Design, Study and Report Phase	20%	\$0.00	Date or Weeks
Final Design Phase (Construction Documents)	40%	\$0.00	Date or Weeks
Bidding and Negotiation Phase	5%	\$0.00	Date or Weeks
Construction Phase	20%	\$0.00	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	5%	\$0.00	Date or Weeks
<hr/>			
Total Basic Services			
Amount	100%	\$0.00	In lieu of dates duration in weeks may be substituted.
<hr/>			
REIMBURSABLES			
LIST		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Reimbursable Amount (Not to exceed)			
<hr/>			
ADDITIONAL SERVICES			
LIST SERVICES		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Additional Services Amount		\$0.00	
<hr/>			
CONSULTANT SERVICES			
LIST SERVICES		\$0.00	
		\$0.00	
		\$0.00	
<hr/>			
Total Consultant Services Amount		\$0.00	
<hr/>			
TOTAL SERVICES AMOUNT		\$0.00	
<hr/>			

EXHIBIT B

**SANTA FE COUNTY
ENGINEER PAY REQUEST FORM**

Engineer: _____ Pay Request Statement No. _____
 Date: _____ Work Order No. _____
 SFC Construction Contract No. _____ Project Name: _____

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Study and Report Phase	\$	%	\$	\$	\$	
Preliminary Design Phase	\$	%	\$	\$	\$	
Study and Report Phase		%	\$	\$	\$	
Final Design Phase	\$	%	\$	\$	\$	
Bidding and Negotiation Phase	\$	%	\$	\$	\$	
Project Closeout and 11 Month Warranty Inspection	\$	%	\$	\$	\$	
Subtotal	\$	%	\$	\$	\$	
CONTRACT CHANGES REIMBURSABLE (If Allowed)*						
Type of Services	\$	%	\$	\$	\$	
Type of Services	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Subtotal	\$	%	\$	\$	\$	
ADDITIONAL SERVICES (If Allowed)**						
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Type of Service	\$	%	\$	\$	\$	
Subtotal	\$	%	\$	\$	\$	
Total	\$	%	\$	\$	\$	

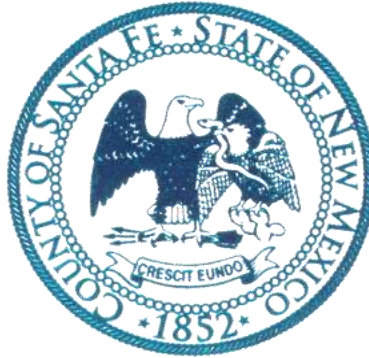
* As per Paragraph 3, A 1). Compensation, Invoicing, and Set-off and Paragraph 5 Reimbursables of Part A of Agreement

**As per Paragraph 6 of Part A of the Agreement and Paragraph B., Part B of Agreement - Additional Services

EXHIBIT C
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING

BASIC SERVICES

PROJECT _____



DISTRIBUTION TO:

Santa Fe County

Engineer

Legal Office

**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION**

In accordance with Part A Paragraph 4 Engineer’s BASIC SERVICES and Part B. Paragraph 1 SCOPE OF WORK, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Basic Services (scope of work and maximum compensation).

LIST SERVICES:

Justification for Basic Services (Required):

Basic Services Compensation Amount	\$0.00
Reimbursable Amount (If Applicable)	\$0.00
Additional Services Amount	\$0.00
Consultation Services Amount (If Applicable)	\$0.00
<hr/>	
Total	\$0.00

BASIC SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

ENGINEER:

Gregory S. Shaffer
Santa Fe County Manager

By: _____

Date

Date

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

Jeff Young
Santa Fe County Attorney

Finance Department Approval

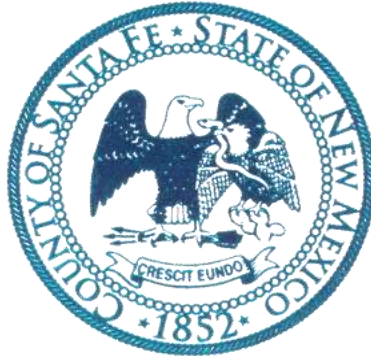
Yvonne S. Herrera
Finance Director

Department Approval

Name/Title

**EXHIBIT D
AMENDMENT TO AGREEMENT BETWEEN SANTA FE
COUNTY AND ENGINEER
FOR PROFESSIONAL ENGINEERING
ADDITIONAL SERVICES**

PROJECT _____



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION**

In accordance with Part A Paragraph 6 and Part B. Paragraph 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Additional Services (scope of work and maximum compensation).

LIST SERVICES:

Justification for Additional Services (Required):

Basic Services Compensation Amount	\$0.00	
Reimbursable Amount (If Applicable)		\$0.00
Additional Services Amount		\$0.00
Consultation Services Amount (If Applicable)	\$0.00	
<hr/>		
Total		\$0.00

ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

ENGINEER:

Gregory S. Shaffer

By: _____

Santa Fe County Manger
Date: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

Jeff Young
Santa Fe County Attorney

Date: _____

Finance Department Approval

Yvonne S. Herrera
Finance Director

Date: _____

Department Approval

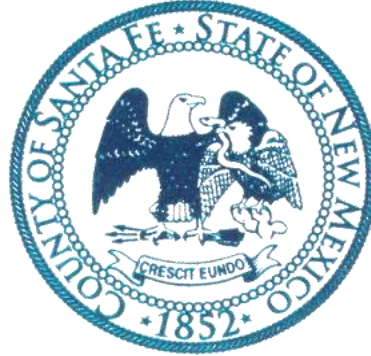
Name/Title

Date: _____

**EXHIBIT E
AMENDMENT TO AGREEMENT BETWEEN SANTA FE
COUNTY AND ENGINEER
FOR CONSULTANT**

ADDITIONAL SERVICES

PROJECT _____ PROJECT NO. _____



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION**

In accordance with PART B. Section 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Consultant, the Consultant is authorized to provide the following additional services (scope of work and maximum compensation).

LIST SERVICES:

Justification for Additional Services (Required):

Basic Services Compensation Amount	\$0.00	
Reimbursable Amount (If Applicable)		\$0.00
Consultation Services Amount (If Applicable)	\$0.00	
Additional Services Amount*		\$0.00
<hr/>		
Total New Agreement Amount		\$0.00

CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

ENGINEER:

Gregory S. Shaffer
Santa Fe County Manager

By: _____

Date: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY:

Stephen C. Ross
Santa Fe County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

DEPARTMENT APPROVAL:

Name/Title

Date: _____

**EXHIBIT F
SANTA FE COUNTY
CONSULTANT LIST**

PROJECT NAME: _____

<p><u>CIVIL ENGINEERING SERVICES</u> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>	<p><u>TRAIL DESIGN SERVICES</u> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>
<p><u>ARCHITECTURAL SERVICES</u> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>	<p><u>SURVEYING SERVICES</u> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>
<p><u>STRUCTURAL ENGINEERING SERVICES</u> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>	<p><u>GEOTECHNICAL SERVICES</u> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>
<p><u>MECHANICAL ENGINEERING SERVICES</u> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>	<p><u>ESTIMATING SERVICES</u> Company Name: Consultant Name: Address:</p> <p>Ph. No.: Fax No.: E-mail:</p>