

**SANTA FE COUNTY
GROWTH MANAGEMENT DEPARTMENT**

REQUEST FOR PROPOSALS



THIRD PARTY REVIEWS

RFP 2016-0362-GM/RM

MAY 2016

TABLE OF CONTENTS

	PAGE NO.
I. ADVERTISEMENT	4
II. CONTRACT OBJECTIVES.....	5
A. BACKGROUND & PURPOSE OF THIS REQUEST FOR PROPOSAL	5
B. SCOPE OF WORK.....	5
C. QUALIFICATIONS	6
D. INSURANCE.....	7
E. PROCUREMENT MANAGER.....	7
F. DEFINITION OF TERMINOLOGY	8
III. CONDITIONS GOVERNING THE PROCUREMENT.....	10
A. SEQUENCE OF EVENTS	10
B. EXPLANATION OF EVENTS	11
1. Issuance of RFP	11
2. Pre-Proposal Conference	11
3. Acknowledgement of Receipt Form Due	11
4. Deadline to Submit Additional Written Questions.....	11
5. Response to Written Questions	11
6. Submission of Proposals.....	12
7. Proposal Evaluation	12
8. Selection of Finalists.....	12
9. Best and Final Offers from Finalists (If Applicable).....	13
10. Oral Presentations by Finalists (If Applicable)	13
11. Contract Negotiations	13
12. Contract Award.....	13
13. Right to Protest	13
C. GENERAL REQUIREMENTS	14
1. Acceptance of Conditions Governing the Procurement	14
2. Incurring Cost	14
3. Prime Contractor Responsibility.....	14
4. Subcontractors	14
5. Amended Proposals.....	14
6. Offerors' Rights to Withdraw Proposal	15
7. Proposal Offer Firm	15
8. Disclosure of Proposed Contents.....	15
9. No Obligation	15
10. Termination.....	16
11. Sufficient Appropriation.....	16
12. Legal Review	16
13. Governing Law	16
14. Basis for Proposal	16
15. Contract Terms and Conditions	16
16. Offerors' Terms and Conditions.....	17
17. Contract Deviations	17

18. Offeror Qualifications	17
19. Right to Waive Minor Irregularities.....	17
20. Change in Contractor Representatives.....	17
21. Notice.....	17
22. County Rights	18
23. Right to Publish	18
24. Ownership of Proposals	18
25. Electronic Mail Address.....	18
26. Preference in Procurement by Santa Fe County	18
27. Double-Sided Documents	20
28. Living Wage.....	20
IV. RESPONSE FORMAT AND ORGANIZATION	21
A. NUMBER OF RESPONSES	21
B. NUMBER OF COPIES.....	21
C. PROPOSAL FORMAT.....	21
1. Proposal Organization	21
2. Letter of Transmittal	22
V. SPECIFICATIONS.....	23
A. INFORMATION	23
1. Time Frame.....	23
B. MANDATORY EVALUATION FACTORS.....	23
1. Professional Competence and Specialized Experience	23
2. Evidence of Understanding Scope of Work	23
3. Capacity and Capability.....	23
4. Past Record of Performance	24
VI. EVALUATION	25
A. EVALUATION SCORING.....	25
B. EVALUATION PROCESS	26
APPENDICES:	
A. Acknowledgement of Receipt Form	27
B. Campaign Contribution Disclosure Form	28
C. Resident Veterans Preference Certification	31
D. Sample Agreement.....	33

I. ADVERTISEMENT**REQUEST FOR PROPOSALS
Santa Fe County Growth Management Department****THIRD PARTY REVIEWS
RFP #2016-0362-GM/RM**

The Santa Fe County Growth Management Department is seeking proposals from consulting engineers, hydrologists, and other professionals who are qualified to conduct thorough reviews of the various types of Studies, Reports, and Assessments (SRAs) as required by the Sustainable Land Development Code (SLDC). As part of the review process, the consultants will be provided with a copy of the submittal application and project request including the SRAs to be reviewed. The consultants will be asked to conduct a thorough review of the report and provide a written opinion within thirty (30) days of Notice to Proceed. Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, Santa Fe County reserves the right to issue a "Multiple Source Award" to obtain the items or services listed.

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 complete 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 2:00 PM (Mountain Standard Time) on June 28, 2016, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue, Second Floor, Santa Fe, New Mexico 87501.** By submitting a proposal for the requested services, each Offeror is certifying that its proposal complies with requirements stated in the Request for Proposals.

A non-mandatory Pre-Proposal Conference shall be held on June 14, 2016, at 11:00 AM at the Finance Conference Room located at 142 W. Palace Avenue, Second Floor, Santa Fe, NM 87501 for all interested Offerors to review and discuss the proposal packet.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin.

Request for Proposals are available by contacting Rose Moya, Procurement Specialist Senior at 142 W. Palace Avenue, Second Floor, Santa Fe, New Mexico 87501, or by telephone at (505) 992-6753, or by email at rmoya@santafecountynm.gov or on the county's website at http://www.santafecountynm.gov/asd/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
Purchasing Division
Advertised June 5 & 6, 2016

II. CONTRACT OBJECTIVES

A. BACKGROUND AND PURPOSE OF THIS REQUEST FOR PROPOSAL

The Sustainable Land Development Code (Ordinance No. 2015-11), established sustainable design and improvement standards and review processes by which development applications shall be evaluated. All publicly and privately owned buildings, structures, lands, land uses, capital improvements and capital infrastructure projects, including but not limited to city, county, school, authority, assessment or public improvement district, public or private utility, shall be subject to the Sustainable Land Development Code (SLDC), where the County has jurisdiction arising under the laws and constitutions of the United States or the State of New Mexico.

We are requesting multiple award contracts for firms or individuals who can review Studies, Reports, and Assessments (SRAs) for various types of land use applications to meet the requirements as set forth in the SLDC. The types of SRAs to be reviewed include: water service availability reports, traffic impact analyses, adequate public facilities assessments, environmental impact reports, fiscal impact assessments (Chapter 6 of the SLDC – See attached), wireless communication facilities applications (Chapter 10, Section 10.17.10.4 of the SLDC – See attached), blasting plans for mining operations (Chapter 11, Section 11.10.5.16 of the SLDC – See attached), and any other studies, reports and assessments required under the Sustainable Land Development Code (SLDC) that pertain to land use applications.

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, Santa Fe County reserves the right to issue a “Multiple Source Award” to obtain the items or services listed. Multiple awards are recommended to ensure availability and timely delivery.

B. SCOPE OF WORK

We are seeking consulting engineers, hydrologists, and other professionals who are qualified to conduct thorough reviews of the various types of SRAs as required by the SLDC, (see attached). As part of the review process, the consultants will be provided with a copy of the submittal application and project request including the SRAs to be reviewed. The consultant will be asked to conduct a thorough review of the report and provide a written opinion within thirty (30) days of Notice to Proceed, addressing the following:

1. The accuracy and completeness of submissions;
2. The applicability of analysis techniques and methodologies;
3. the validity of conclusions reached;
4. Whether or not the proposal complies with applicable provisions of the SLDC; and
5. Any other matters deemed by the Administrator to be relevant to the application.

If an application is determined to be incomplete, once the deficiency is addressed a supplemental review and opinion will be needed.

The consultant may also be required to attend and provide comprehensive, technical testimony at the Hearing Officer, Planning Commission and/or Board of County Commission meetings in regards to the review that was conducted. In the event that an application continues on through a litigation process, the consultant may also be required to provide testimony in court.

C. QUALIFICATIONS

Qualified consultants must have the ability to:

1. Read and be able to interpret the regulations of the Sustainable Land Development Code which will provide the basis for the review and analysis.
2. Identify any deficiencies in the SRA.
3. Determine if the SRA complies with the SLDC, the Sustainable Growth Management Plan (SGMP), and any Federal and State laws and regulations that are relevant.
4. Prepare a written opinion on their findings and conclusions.
5. Provide experience (i.e., Professional Engineer, Architect, Landscape Architect, Hydrologist, etc. licensed in New Mexico) that qualifies you to review any or all of the following studies, reports, and assessments:
 - a. Traffic Impact Analysis
 - b. Water Service Availability Report
 - c. Adequate Public Facilities Report
 - d. Environmental Impact Report
 - e. Fiscal Impact Report
 - f. Wireless Communications Facilities
 - g. Blasting Plan
6. Provide the County with a quote for the cost of review within five (5) days of receipt of the application packet.
7. Provide the County with a written review within thirty (30) days after the Notice to Proceed.
8. Demonstrate an understanding of the Scope of Work and demonstrate familiarity with and experience in working with the County Land Development Code and Sustainable Land Development Code.

Please provide a list of SRAs that your firm has qualified individuals to review. The Consultants shall accept assignments only when Consultants can serve impartially, without conflict of interest and with full professional and ethical competence.

This is not an exclusive contract and the County reserves the right to contract with any other individuals and/or firms based on any conflicts regarding the applications. This agreement does not guarantee the payment of any amount or that services will be required by the County under this Agreement

D. INSURANCE REQUIREMENTS

The insurance required by Offerors 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. 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.

E. PROCUREMENT MANAGER

The County has designated a Procurement Manager 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:

Rose Moya, Procurement Specialist Senior
 Santa Fe County Purchasing Division
 142 W. Palace Avenue (Second Floor)
 Santa Fe, New Mexico 87501
 Phone (505) 992-6753
 Fax (505) 989-3243
rmoya@santafecounty.org

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

F. DEFINITION OF TERMINOLOGY

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

“BCC” means the elected 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 Manager” 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, Administrative Services 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 his 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 proposal.

“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 Manager 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 5, 2016
2. Pre-Proposal Conference	Owner/Offerors/ Purchasing	June 14, 2016, 11:00am Finance Conference Room, 142 W. Palace Ave., (2nd Floor) Santa Fe, NM 87501
3. Acknowledgement of Receipt Form Due	Offerors	June 14, 2016 5:00pm
4. Deadline to Submit Additional Questions	Offerors	June 16, 2016
5. Response to Written Questions	Purchasing Division	June 17, 2016
6. Submission of Proposal (2:00PM – MST)	Offerors	June 28, 2016, 2:00pm SF County Purchasing Division, 142 W. Palace Ave., (2nd Floor) Santa Fe, NM 87501
7. Proposal Evaluation	Evaluation Committee	<i>June 30, 2016, 11:00am Finance Conference Room, 142 W. Palace Ave., (2nd Floor) Santa Fe, NM 87501</i>
8. Selection of Finalists	Evaluation Committee	<i>July 6, 2016 9:00-12:00pm Finance Conference Room, 142 W. Palace Ave., (2nd Floor) Santa Fe, NM 87501</i>
9. Best and Final Offers from Finalists (if applicable)	Offerors	July 2016
10. Oral Presentation by Finalists (if applicable)	Offerors	July 2016
11. Contract Negotiations	County, Offeror	July 2016
12. Contract Award	Purchasing Division	July 2016

Note: *If the Evaluation Committee makes a selection at the Selection of Finalist, Events 9-10 will not apply.*

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 Growth Management Department and Purchasing Division.

2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled to be held on the date indicated in the "Sequence of Events" at Section III.A. Questions may be submitted at the Pre-Proposal Conference and after up until the date indicated in the "Sequence of Events" at Section III.A. A public log will be kept of the names of potential Offerors who attend the pre-proposal conference.

3. Acknowledgement of Receipt Form Due

A potential Offeror 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 the date indicated in the "Sequence of Events" at Section III.A.

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 Manager, listed in Section II, Paragraph E and sent via facsimile or e-mail.

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 Manager 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 P.M. (MOUNTAIN STANDARD TIME) ON TUESDAY, JUNE 28, 2016. 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 Manager 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 for Third Party Review for RFP# 2016-0362-GM/RM.** Proposals submitted by facsimile or other electronic means will not be accepted.

Proposals must be delivered to:

Rose Moya, Senior Procurement Specialist
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501

A public log will be kept of the names of all Offerors who submit 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 negotiating process.

7. **Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Manager 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 Offerors.

8. **Selection of Finalists**

The Evaluation Committee may select and the Procurement Manager 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 Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration.

11. Contract Negotiations

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 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:

Bill Taylor, Procurement Manager
Santa Fe County Purchasing Division
142 W. Palace Avenue, 2nd Floor
Santa Fe, New Mexico 87501

***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 contract template attached hereto as Appendix D.

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 including any payments to subcontractors. 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 entire performance 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 proposals must be complete replacements for a 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 Manager. 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 ninety (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. **Disclosure of Proposal Contents**

After award, proposals, except contents for which the Offeror has made a written request for confidentiality, shall be open to public inspection. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "*proprietary*" or "*confidential*" subject to the following requirements.

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 Manager.

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 Manager 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 D.

However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

If an Offeror objects to any of the County's terms and conditions as contained in this Section or in Appendix D, that Offeror must propose specific alternative language. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the County.

17. 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 Offeror's proposal.

18. 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 approval by the Procurement Manager.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee, subject to approval by the Procurement Manager.

20. 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 its needs adequately. Any change in contractor representative must receive prior County approval.

21. 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.

22. County Rights

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

23. 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.

24. 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.

25. **Electronic Mail Address**

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

26. **Preference in Procurement by Santa Fe County**

a. **New Mexico Resident Business Preference**

New Mexico law, Section 13-1-21 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident business.**” Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. 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 business 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 or contractor’s 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 Business Preference**

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident veteran business.**” 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 NM 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 business certificate, 10%, 8% or 7% 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, depending on the business’ annual revenue.

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

27. **Double-Sided Documents**

All submitted bid / 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”.

28. **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 proposal in 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.

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 placed within a binder with tabs delineating each section.

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) Table of Contents
- c) Proposal Summary (optional)
- d) Response to Mandatory Evaluation Factors
- e) Response to County Terms and Conditions
- f) Offeror's Additional Terms and Conditions

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP under Section V., Paragraph B. Mandatory 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 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 accept the terms and conditions of the Agreement attached as Appendix D.

THIS SECTION LEFT BLANK INTENTIONALLY

V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each evaluation criteria. The narratives together with required supporting materials will be evaluated and assigned points according.

A. INFORMATION

Time Frame

The contract is scheduled to begin in or around July 2016. Santa Fe County intends on awarding a contract with a term of one (1) year with three (3) renewal periods, not to exceed a total of four (4) years.

B. MANDATORY EVALUATION FACTORS

Brief explanations of each evaluation factor are listed below. Offerors are encouraged to fully address each factor, as points are available for the Offeror's response to each.

1. Professional Competence and Specialized Experience

- Provide an overview of current and prior experience in work comparable to the Scope of Work required in this RFP;
- Include background, qualifications, education, training and years of experience.
- Provide information about any specialized experience with providing consultation services for projects of similar scope that demonstrate competence to successfully complete the project within the required time frame.

2. Evidence of Understanding Scope of Work

- Provide an in-depth response and understanding of the requested scope of work;
- Include an itemized description of services to be provided that correlates to the scope of work;
- Discuss challenges that might be expected based on type of project, including existing conditions, location, site, or other factors;
- Include all information for any subcontractor or consultant that the Offeror has indicated to be part of the project team including what areas of work they will perform;
- Any services that cannot be provided should also be noted.

3. Capacity and Capability

- Provide qualifications and capabilities, years of experience, level of experience, licenses, certification(s) and training(s) of all key personnel to be assigned to this project, their specific roles, experience, background including any special skills or strengths;
- Describe the Offeror's capacity and capability to perform the work, including any specialized services to be offered within the time limitations.

- Include information about Offeror's approach in providing the required services and capacity to implement the services and deliverables in a timely manner;
- Include any licensure and insurance requirements, if needed.

4. **Past Record of Performance**

- Demonstrate through contracts and other agreements with government agencies or private industry with respect to such factors as character, background, quality of work and ability to meet schedules;
- Include a list of three (3) external references from clients who received similar services. The minimum information to be included is:
 - a) Name of individual or company where services were provided;
 - b) Address of individual or company;
 - c) Name of contact person;
 - d) Telephone number and email address of contact person;
 - e) Type of services and dates services were provided.

THIS SECTION LEFT BLANK INTENTIONALLY

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. Professional Competence and Specialized Experience **250 points**
- 2. Evidence of Understanding Scope of Work **250 points**
- 3. Capacity and Capability..... **300 points**
- 4. Past Record of Performance **200 points**

TOTAL POINTS..... 1000 points

THIS SECTION LEFT BLANK INTENTIONALLY

PREFERENCES

If a proposal contains New Mexico Resident Business Certificate or New Mexico Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied in accordance with Section 13-1-21-NMSA 1978, and the County Purchasing Regulations.

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

OR

7. Proposal contains valid N.M. Resident Veteran Business Certificate**70, 80 or 100 points**

AND

8. 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 Offeror 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 Manager may contact the Offeror for clarification of the response as specified in Section III.B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III.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 V, will be recommended for contract award as specified in Section III.B.11. Only the points from the Oral Presentation will be calculated for most & highest qualified Offeror. 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

**Third Party Review
RFP # 2016-0362-GM/RM**

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 D**.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **Tuesday, June 14, 2016**. 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.

Rose Moya
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 992-6753
(505) 989-3243
rmoya@santafecounty.org

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**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.

“**Prospective contractor**” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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

Title (Position)

APPENIDIX 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% 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 _____, 2012.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

SAMPLE PROFESSIONAL SERVICE AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR'S NAME

THIS AGREEMENT is made and entered into this _____ day of _____ 2016, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **[CONTRACTOR'S NAME]**, whose principal address is **[CONTRACTOR'S ADDRESS]** hereinafter referred to as the "Contractor".

WHEREAS, the **[BACKGROUND OR DESCRIPTION OF THE COUNTY'S NEEDS AND REQUIREMENTS]** ; and

WHEREAS, the **[BACKGROUND/BRIEF DESCRIPTION OF THE CONTRACTOR'S ABILITIES/QUALIFICATIONS]**; and

WHEREAS, **[GENERAL PURPOSE OF THIS AGREEMENT]**; and

WHEREAS, pursuant to **[PROCUREMENT DELIVERY METHOD USED PURSUANT TO PROCUREMENT CODE, COUNTY PURCHASING REGULATIONS/POLICIES]**; and

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

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

We are seeking consulting engineers, hydrologists, and other professionals who are qualified to conduct thorough reviews of the various types of SRAs as required by the SLDC, (see attached). As part of the review process, the consultants will be provided with a copy of the submittal application and project request including the SRAs to be reviewed. The consultant will be asked to conduct a thorough review of the report and provide a written opinion within thirty (30) days of Notice to Proceed, addressing the following:

- a. The accuracy and completeness of submissions;
- b. The applicability of analysis techniques and methodologies;
- c. the validity of conclusions reached;
- d. Whether or not the proposal complies with applicable provisions of the SLDC; and
- e. Any other matters deemed by the Administrator to be relevant to the application.

If an application is determined to be incomplete, once the deficiency is addressed a supplemental review and opinion will be needed.

The consultant may also be required to attend and provide comprehensive, technical testimony at the Hearing Officer, Planning Commission and/or Board of County Commission meetings in

regards to the review that was conducted. In the event that an application continues on through a litigation process, the consultant may also be required to provide testimony in court.

2. DELIVERABLES

A. Contractor agrees to provide consultation services as requested and assigned by the Santa Fe County, Growth Management Department, but only when Contractor can serve impartially, without conflict of interest and with full professional and ethical competence.

B. Contractor shall conduct a thorough review of the SRAs and provide a written opinion within 30 days of Notice to Proceed.

C. Invoicing and recordkeeping for each consultation service shall be provided by the Contractor.

D. Contractor may be required to attend and provide testimony at the Hearing Officer, Planning Commission and/or at the Board of County Commission meetings in regards to review and opinion of SRAs.

E. Contractor shall provide a quote for the cost of review within five (5) days of receipt of the application packet.

F. If an application is determined to be incomplete by the Contractor once the deficiency is addressed, a supplemental review and opinion from the Contractor will be needed.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work) of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 4 (Compensation, Invoicing and Set-Off), of this Agreement, and for no other cost, amount, fee or expense.

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

4. COMPENSATION, INVOICING AND SET-OFF

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

- 1) County shall pay to the Contractor for services performed to the satisfaction of County as follows:

- <ENTER SPECIFIC TYPE OF PAYMENT/INVOICING>

- 2) The total amount payable to the Contractor under this Agreement shall not exceed **[WRITTEN WORD]** dollars **[\$XX,XXX.XX]** *inclusive* of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **Vicki Lucero, Project Manager, Growth Management Department** or such other individual as may be designated in the absence of the office representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within thirty (30) days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

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

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

5. EFFECTIVE DATE AND TERM

The contract is scheduled to begin in or around July 2016. Santa Fe County intends on awarding a contract with a term of one year with the option to renew for two additional one-year terms, not to exceed a total of three years in duration.

6. 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 the non-breaching party in writing that it intended to cure.

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

7. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor 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 Contractor in any way or forum, including a lawsuit.

8. INDEPENDENT CONTRACTOR

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

9. ASSIGNMENT

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

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

10. SUBCONTRACTING

The Contractor 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.

11. PERSONNEL

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

B. The Contractor 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.

12. RELEASE

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

13. CONFIDENTIALITY

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

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

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

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

15. CONFLICT OF INTEREST

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

16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

17. ENTIRE AGREEMENT; INTEGRATION

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

18. NOTICE OF PENALTIES

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

19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

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

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

21. RECORDS AND INSPECTIONS

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

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

22. INDEMNIFICATION

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

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

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

23. SEVERABILITY

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

24. NOTICES

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

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

**Santa Fe County Growth Management Department
Attn: Vicki Lucero, Project Manager
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276**

To the Contractor: **[CONTRACTOR'S NAME AND ADDRESS]**

25. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

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

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

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

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

26. NO THIRD-PARTY BENEFICIARIES

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

27. INSURANCE

A. General Conditions. The 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.

B. General Liability Insurance, Including Automobile. The 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 \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the 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. The County of Santa Fe shall be a named additional insured on the policy.

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

D. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.

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), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor 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.

29. NEW MEXICO TORT CLAIMS ACT

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

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS (If Applicable)

The Contractor hereby irrevocably appoints [NAME AND ADDRESS OF AGENT], as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

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

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

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

Date

Approved as to Form

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department Approval

Carole H. Jaramillo
Santa Fe County Finance Director

Date

CONTRACTOR:

(Signature)

Date

(Print Name)

Chapter 6 – Studies, Reports and Assessments (SRAs)

Section	Contents	Page
6.1	Generally.....	6-2
6.2	Preparation and Fees.....	6-3
6.3	Environmental Impact Report (EIR).....	6-4
6.4	Adequate Facilities & Services Assessment (APFA).....	6-9
6.5	Water Service Availability Report (WSAR).....	6-12
6.6	Traffic Impact Assessment (TIA).....	6-15
6.7	Fiscal Impact Assessment (FIA).....	6-20

CHAPTER SIX – STUDIES, REPORTS AND ASSESSMENTS (SRAs)

6.1. GENERALLY.

6.1.1. Purpose. Studies, Reports, and Assessments (SRAs) facilitate the review of applications subject to discretionary review. The applicant shall prepare and submit the SRAs required by Table 4-1 in a form and format established in this chapter. SRAs shall be submitted at the time application is made. The pre-application TAC meeting required by Chapter 4 (see § 4.4 and Table 4-1) provide an opportunity for the applicant and staff to discuss and clarify the details of the required SRAs.

6.1.2. Types. Although SRAs are referred to collectively, they are comprised of individual studies, reports and/or assessments that may or may not be required for a particular project as set forth in table 6-1 below. The different SRAs are as follows, with reference to the applicable explanatory section of this chapter:

6.1.2.1. Environmental Impact Report (EIR). This report analyzes adverse effects and impacts on natural habitats and corridors; flood plains, floodways, stream corridors and wetlands; steep slopes and hillsides; air and water pollution; archeological, historical and cultural resources. See § 6.3.

6.1.2.2. Adequate Public Facilities and Services Assessment (APFA). This assessment indicates whether public facilities and services, taking into account the County's Capital Improvement and Service Program, are adequate to serve the proposed development project. See § 6.4.

6.1.2.3. Water Service Availability Report (WSAR). This report determines the permanent availability of and impacts to groundwater and surface water resources See § 6.5.

6.1.2.4. Traffic Impact Assessment (TIA). This assessment determines the effects of traffic created by the development upon County, state and local roads and highways. See § 6.6.

6.1.2.5. Fiscal Impact Assessment (FIA). This study describes the effects and impacts of the project upon County revenue and costs necessitated by additional public facilities and services generated by the development project and the feasibility for financing such facility and service costs. See § 6.7.

6.1.3. Applicability. Table 4-1 states generally whether SRAs are required to be submitted with a particular application, but it does not delineate which specific studies, reports and/or assessments are required. This specificity is included in Table 6-1 below, where the various document submittals are set forth by application type.

Table 6-1: Required Studies, Reports and Assessments (SRAs).

Application Type	SRA Type				
	TIA	APFA	WSAR	FIA	EIR
Development Permit-non-residential (up to 10k sf)***	yes*	no	no	no	no
Development Permit-non-residential (between 10k sf and 25,000 sf)	yes*	yes	as needed**	no	no
Development Permit-non-residential (over 25k sf)	yes*	yes	yes	yes	yes
Minor subdivision	yes	yes	no	no	no
Major subdivision 24 or fewer lots	yes*	yes	as needed	as needed	as needed
Major subdivision more than 24 lots	yes	yes	yes	yes	yes
Conditional Use Permit	yes*	as needed**	as needed**	as needed**	as needed**
Planned development	yes	yes	yes	yes	as needed**
Rezoning (zoning map amendment)	yes	no	yes	as needed**	as needed**
Development of Countywide Impact (DCI) Overlay or Conditional Use Permit	yes	yes	yes	yes	yes

* See NMDOT State Access Manual

** As part of the pre-application TAC meeting process (see § 4.4), the Administrator will determine which SRAs are applicable based on the scope and impact of the proposed project.

6.1.4. Discretion of Administrator. The Administrator shall have the authority to exempt the applicant from a required SRA if the Administrator reasonably determines either that the information that would likely result from the study, report, or assessment is either (a) already known and can be supplied by other means, or (b) will have no reasonable bearing on the evaluation of the application.

6.1.5. Non-limitation. Nothing in the SLDC shall abrogate the County's authority to require the applicant to prepare necessary studies, analyses or reports required as a part of the development approval process.

6.2. PREPARATION AND FEES.

6.2.1. Applicant prepared. An applicant for discretionary development approval shall prepare their own SRAs as required in this Chapter. The applicant shall deposit, as determined in the Fee Schedule approved by the Board, cash, a certified check, bank check or letter of credit, to cover all of the County's expenses in reviewing the SRA, including engaging consultants.

6.2.2. Expert Review. The County may hire outside experts to review any of the submitted SRAs at the expense of the applicant in accordance with the approved fee schedule.

6.2.3. Project Overview Documentation. In addition to the technical reports required under Table 6-1 and detailed below, every SRA submittal shall include basic project information to facilitate in the evaluation of the application. At a minimum, the project overview documentation shall include the following:

6.2.3.1. an accurate map of the project site, depicting: existing topography; public or private buildings, structures and land uses; irrigation systems, including but not limited to acequias; public or private utility lines and easements, under, on or above ground; public or private roads; public or private water or oil and gas wells; known mines; parks, trails, open space and recreational facilities; fire, law enforcement, emergency response facilities; schools or other public buildings, structures, uses or facilities; nonconforming building, structures or uses; environmentally sensitive lands; archaeological, cultural or historic resources; scenic vistas and eco-tourist sites; agricultural and ranch lands; and all other requirements of the Administrator as established at the Administrator's pre-application meeting with the applicant;

6.2.3.2. a detailed description of the development uses, activities and character of the development proposed for the project site;

6.2.3.3. the approximate location of all neighboring development areas, subdivisions, residential dwellings, neighborhoods, traditional communities, public and private utility lines and facilities, public buildings, structures or facilities, community centers, and other non-residential facilities and structures within one (1) mile of the site perimeter;

6.2.3.4. the approximate location, arrangement, size, floor area ratio (FAR) of any buildings and structures and parking facilities proposed for construction within the development project;

6.2.3.5. the proposed traffic circulation plan, including the number of daily and peak hour trips to and from the site and the proposed traffic routes to the nearest intersection with a state road or interstate;

6.2.3.6. the approximate location of all fire, law enforcement, and emergency response service facilities and all roads and public facilities and utilities shown on the capital improvement and services plan; floodways, floodplains, wetlands, or other environmentally sensitive lands and natural resources on the applicant's property; location of historic, cultural and archeological sites and artifacts; location of slopes greater than 15% and 30%; wildlife and vegetation habitats and habitat corridors within one (1) mile of the proposed project site perimeter;

6.2.3.7. a statement explaining how the proposed project complies with the goals, objectives, policies and strategies of the SGMP and any area or community plan covering, adjacent to, or within one (1) mile of the proposed project site perimeter;

6.2.3.8. a statement or visual presentation of how the project will relate to and be compatible with adjacent and neighboring areas, within a one(1) mile radius of the project site perimeter;

6.3. ENVIRONMENTAL IMPACT REPORT (EIR).

6.3.1. **EIR as Informational Document.** The EIR shall be prepared as a separate document apart from any other document required to be submitted by application of this Chapter. The EIR shall inform the County, the public and the applicant of the significant environmental effects and impacts of a project, identify possible ways to minimize the significant adverse effects or impacts, and describe reasonable alternatives to the project. The County shall consider the information in the EIR along with other information which may be presented to the County by the applicant or interested parties. While the information in the EIR does not control the County's ultimate discretion on the project, the EIR shall propose mitigation of each significant effect and impact identified in the EIR. No EIR or SRA prepared pursuant to this Chapter that is available for

public examination shall require the disclosure of a trade secret, except where the preservation of any trade secret involves a significant threat to health and safety. No specific location of archaeological, historical or cultural sites or sacred lands shall be released to the public, but the EIR shall thoroughly discuss all environmental issues relating to a proposed project and affecting any such sites.

6.3.2. Contents of Report. The EIR shall consist of a series of elements which shall contain the information outlined in this section. Each required element shall be covered, and when these elements are not separated into distinct sections, the document shall state where in the document each element is discussed.

6.3.3. Summary. The EIR shall contain a summary of the proposed actions and their consequences. The language of the summary should be as clear and simple as reasonably practical. The summary shall identify:

6.3.3.1. Each significant adverse effect and impact with proposed mitigation measures and alternatives that would reduce or avoid that effect or impact;

6.3.3.2. Areas of potential controversy identified in the pre-application TAC meeting; and

6.3.3.3. Issues to be resolved including the choice among alternatives and whether or how to mitigate the significant effects.

6.3.4. Project Description. The description of the project shall contain the following information but shall not supply extensive detail beyond that needed for evaluation and review of the environmental impact:

6.3.4.1. The precise location and boundaries of the proposed development project. Such location and boundaries shall be shown on a detailed topographical map. The location of the project shall also appear on a regional map;

6.3.4.2. A statement of the objectives sought by the proposed development project. The statement of objectives should include the underlying purpose of the project; and

6.3.4.3. A general description of the project's technical, economic, and environmental characteristics, considering the principal engineering proposals if any and supporting public service facilities.

6.3.5. Environmental Setting. The EIR shall include a description of the physical environmental conditions in the vicinity of the project as they exist at the time the environmental analysis is commenced, from the County, area, community, regional, and state perspectives. This environmental setting will constitute the baseline physical conditions by which the County determines whether an adverse effect or impact is significant. Knowledge of the County and the regional setting is critical to the assessment of environmental impacts, and shall analyze environmental, archaeological, cultural, historic, habitat and scenic resources that are rare or unique to the County and region and would be affected by the project. The EIR shall demonstrate that the significant environmental effects and impacts of the proposed project were adequately investigated and discussed and it shall permit the significant adverse effects or impacts of the project to be considered in the full environmental context. A geotechnical investigation and report shall be required.

6.3.6. Significant Environmental Effects. The EIR shall identify and focus on the significant environmental effects of the proposed development project. In assessing the impact of a

proposed project on the environment, the EIR shall limit its examination to changes in the existing physical conditions in the affected areas as they exist at the time environmental analysis is commenced. Direct and indirect significant effects and impacts of the project on the environment shall be clearly identified and described, giving due consideration to both the short-term and long-term effects and impacts. The discussion shall include relevant specifics of the area, the resources involved, physical changes and alterations to soil conditions, water, environmentally sensitive lands and ecological systems, changes induced in the human use of the land, health and safety problems caused by physical changes, and other aspects of the resource base such as historical, cultural and archaeological resources, scenic vistas.

6.3.7. Significant Environmental Effects Which Cannot Be Avoided. The EIR shall describe significant adverse effects and impacts, including those which can be mitigated but not reduced to a level of insignificance. Where there are effects and impacts that cannot be alleviated without an alternative design, their implications and the reasons why the development project is being proposed shall be described.

6.3.8. Significant Irreversible Environmental Changes. Uses of nonrenewable resources during the initial and continued phases of the development project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary effects and impacts and, particularly, secondary effects and impacts (such as highway improvements required to provide access to a previously inaccessible area) generally commit future generations to similar uses. Irreversible damage can result from environmental and other accidents associated with the development project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified. Applicant shall comply with all federal and New Mexico statutes and regulations regarding climate change.

6.3.9. Other Adverse Effects. The EIR shall discuss other characteristics of the project which may significantly affect the environment, either individually or cumulatively. The EIR shall discuss the characteristics of the project which may decrease the area's suitability for other uses, such as mixed use, industrial, residential, commercial, historical, cultural, archaeological, environmental, public and non-profit facilities, eco-tourism or scenic uses.

6.3.10. Mitigation Measures.

6.3.10.1. The EIR shall identify mitigation measures for each significant environmental effect identified in the EIR, which impacts include but are not limited to: inefficient and unnecessary consumption of water and energy; degradation of environmentally sensitive lands; sprawl; and noise, vibration, excessive lighting, odors or other impacts.

6.3.10.2. Where several measures are available to mitigate an effect or impact, each shall be discussed and the basis for selecting a particular measure shall be identified. Formulation of mitigation measures shall be identified at the first discretionary approval and under no circumstances deferred until the ministerial development process. Measures shall specify performance standards which would mitigate the significant effect of the project and which may be accomplished in more than one specified way.

6.3.10.3. Energy conservation measures, as well as other appropriate mitigation measures, shall be discussed when relevant.

6.3.10.4. If a mitigation measure would cause one or more significant effects and impacts in addition to those that would be caused by the project as proposed, the adverse effects and impacts of the mitigation measure shall be discussed.

6.3.10.5. Mitigation measures described shall be fully enforceable through conditions or a voluntary development agreement.

6.3.10.6. In some circumstances, documentation of a historical, cultural, or archaeological resource, by way of historic narrative, photographs or architectural drawings, as mitigation for any identified impacts will not serve to mitigate the effects and impacts to a point where clearly no significant effect or impact on the environment would occur. All of the following shall be considered and discussed in the draft EIR for a development project involving such a cultural, historic or archaeological site:

1. Preservation in place is the preferred manner of mitigating impacts to historic, cultural or archaeological sites. Preservation in place maintains the relationship between artifacts and the historical, cultural, and archaeological context. Preservation shall also avoid conflict with religious or cultural values of Indian communities associated with the site;
2. Preservation in place may be accomplished by, but is not limited to, planning construction to avoid all historical, cultural or archaeological sites; and incorporation of sites within parks, green-space, or other open space;
3. When data recovery through excavation is the only feasible mitigation, a data recovery plan which makes provision for adequately recovering the scientifically consequential information from and about the historical, cultural, or archaeological resource, shall be prepared and adopted prior to any excavation being undertaken. If an artifact must be removed during project excavation or testing, storage of such artifact, under proper supervision, may be an appropriate mitigation; and
4. Data recovery shall not be required for an historical, cultural or archaeological resource if the appropriate entity determines that testing or studies already completed have adequately recovered the scientifically consequential information from and about the archaeological or historical resource, provided that the determination is documented in the draft EIR.

6.3.11. Consideration and Discussion of Alternatives to the Proposed Project.

6.3.11.1. Alternatives to the Proposed Project. The EIR shall describe a range of reasonable alternatives to the project, or to the location, which would feasibly attain some of the basic objectives of the project but would avoid or substantially lessen the significant and adverse impacts or effects of the project, and evaluate the comparative merits of the alternatives, even if those alternatives would impede the attainment of the project objectives or would be more costly.

6.3.11.2. Evaluation of alternatives. The EIR shall include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project. A matrix displaying the major characteristics and significant or adverse environmental effects and impacts of each alternative may be used to summarize the comparison. If an alternative would cause one or more significant or adverse effects or impacts in addition to those that would be caused by the project as proposed, the significant effects of the alternative shall be discussed.

6.3.11.3. Selection of a range of reasonable alternatives. The EIR shall briefly describe the rationale for selecting the alternatives to be discussed. The EIR shall also

identify any alternatives that were considered but were rejected as infeasible during the scoping process and briefly explain the reasons underlying the determination.

6.3.11.4. "No project" alternative.

The specified alternative of "no project" shall be evaluated along with its effects and impacts. The purpose of describing and analyzing a "no project" alternative is to allow a comparison of any adverse effects and impacts of the proposed project with effects and impacts if the project were not accomplished. The "no project" alternative analysis is not the baseline for determining whether the proposed project's environmental effects or impacts may be significant or adverse, unless it is identical to the existing environmental setting analysis which does establish that baseline.

1. The "no project" analysis shall discuss the existing conditions at the time environmental analysis is commenced, as well as what would be reasonably expected to occur in the foreseeable future if the development project were not approved, based on current plans and consistent with available infrastructure and community services. If the environmentally preferred alternative is the "no project" alternative, the draft EIR shall also identify an environmentally preferred alternative among the other alternatives.

2. A discussion of the "no project" alternative shall proceed as follows: (i) The "no project" alternative is the circumstance under which the development project does not proceed. Discussion shall compare the environmental effects of the property remaining in its existing state against the environmental and adverse effects which would occur if the project were to be approved; (ii) If disapproval of the project under consideration would result in predictable actions by others, such as the proposal of some other development project, this "no project" consequence should be discussed. In certain instances, the no project alternative means "no build" so the existing environmental setting is maintained. However, where failure to proceed with the project will not result in preservation of existing environmental conditions, the analysis should identify the practical result of the project's non-approval.

6.3.11.5. Feasibility. Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic use and value viability, availability of infrastructure, jurisdictional boundaries (projects with a significant effect or impact should consider the county wide context), and whether the applicant can reasonably acquire, control or otherwise have access to an alternative site in the common ownership. No one of these factors establishes a fixed limit on the scope of reasonable alternatives.

6.3.11.6. Alternative locations. The essential issue for analysis is whether any of the significant effects of the project would be avoided or substantially lessened by putting the project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the project should be included in the EIR. The EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative.

6.3.12. Organizations and Persons Consulted. The EIR shall identify all federal, state, or local agencies, tribal governments, or other organizations or entities, and any interested persons consulted in preparing the draft.

6.3.13. Discussion of Cumulative Impacts. The EIR shall discuss cumulative effects of a project. A cumulative effect and impact is created as a result of the combination of the project

evaluated in the EIR together with other development projects causing related effects and impacts. The discussion of cumulative effects and impacts shall reflect the severity of the effects and impacts and their likelihood of occurrence.

6.3.13.1. The discussion should focus on the cumulative effects and impacts to which the identified other projects contribute rather than the attributes of other projects which do not contribute to the cumulative effect and impact. The following elements are necessary to an adequate discussion of significant cumulative impacts:

1. A list of past, present, and probable future development projects producing related or cumulative impacts, including, if necessary, those projects outside the control of the County (when determining whether to include a related development project, factors to consider should include, but are not limited to, the nature of each environmental resource being examined, the location of the project and its type. Location may be important, for example, when water quality impacts are at issue or when an impact is specialized, such as a particular air pollutant or mode of traffic);
2. The EIR shall define the geographic scope of the area affected by the cumulative effect and impact and provide a reasonable explanation for the geographic scope utilized;
3. A summary of the expected environmental effects to be produced by those projects with the specific reference to additional information stating where that information is available;
4. A reasonable analysis of the cumulative impacts of the relevant projects. A draft EIR shall examine reasonable, feasible options for mitigating or avoiding the project's contribution to any significant cumulative effects or impacts; and

6.3.13.2. Approved land use documents, including the SGMP and any applicable area, district or community plans, shall be used in cumulative impact analysis. A pertinent discussion of cumulative effects and impacts, contained in one or more previously certified final EIR development projects may be incorporated by reference.

6.4. ADEQUATE PUBLIC FACILITIES & SERVICES ASSESSMENT (APFA).

6.4.1. Purpose and Implementation. The Adequate Public Facilities and Services Assessment ("APFA") ties development approval of an application for a project to the present availability of infrastructure and public service capacity measured by levels of service ("LOS") adopted in Chapter 12. The provision of adequate public facilities in a timely manner is a necessary precondition to development in order to prevent sprawl, assure a positive fiscal impact for the County, provide a high quality of life through infrastructure and services, implement the goals, policies of the SGMP, and any applicable area or community plan, and protect the public health, safety and general welfare of the community.

6.4.2. Requirements. The review of adequacy of public facilities and services shall compare the capacity of public facilities and services to the maximum projected demand that may result from the proposed project based upon the maximum density in the project and relevant affected areas. The APFA shall study the impacts of the proposed development on all of the following:

6.4.2.1. Roads. The APFA shall calculate the LOS for roads consistent with Table 12-1. The impact of the proposed development shall be measured by average daily trips and peak-hour trips based upon the Transportation Research Board's "Highway Capacity

Manual 2000". The APFA shall describe the means by which the transportation capacity of the system will be expanded without destroying historic and traditional built environment. For purposes of the APFA, average daily traffic assumes 10 trips per day per dwelling unit or building lot.

6.4.2.2. Fire, Law Enforcement, and Emergency Response Services. For Law Enforcement (including emergency dispatch), and Fire and Emergency Response, the APFA shall calculate the LOS consistent with Table 12-1. In determining the impact of the proposed development on fire, law enforcement, and emergency service LOS, the approving agency shall primarily take into consideration the number and location of available apparatus and fire, law enforcement, and emergency service stations.

6.4.2.3. Water. For water supply, if the County's water utility or water and sanitation district or a public water system provides potable water to a proposed development and has issued a letter indicating it is ready, willing and able to serve, no APFA is required for water. For a proposed development that does not propose the use of a public water system, the APFA shall demonstrate that the project will provide the LOS consistent with Table 12-1. The APFA shall analyze the availability of adequate potable water, and shall analyze all of the following information, as appropriate pursuant to Table 7-17:

1. System capacity and availability of water rights;
2. Capacity of the well field, or other source of raw water supply;
3. Historical average flow of potable water;
4. Historical peak flow of potable water;
5. Number of hook-ups and the estimated potable water demand per hook-up;
6. Number of hook-ups for which contractual commitments have been made; and
7. Development approval applications shall be analyzed with respect to the availability of adequate potable water supply, and shall be evaluated according to the following factors using the information provided in a Water Service Availability Report:
 - a. Whether a public water system with a forty-year water plan on file with the Office of the State Engineer has a forty (40) year supply of water is available to provide service;
 - b. Whether a grey water reuse system will be provided and whether that system is tied to a public or community sewer treatment facility;
 - c. Whether rainwater capture and reuse system will be used;
 - d. Whether existing hook-ups and hook-ups for which contractual commitments have been made; and whether the estimated potable water demand per hook-up is excessive; and
 - e. Whether the water service availability report provided substantial evidence that the project is within the service area of the County, or public or private water utility service area. If the ability of a provider to

serve a proposed development is contingent upon planned facility expansion in accordance with a CIP, details regarding such planned improvements shall be submitted.

6.4.2.4. Sewer. The APFA shall demonstrate that the project will provide the LOS consistent with Table 12-1. The Applications shall be analyzed with respect to the availability of adequate sanitary sewer capacity, and shall be determined pursuant to the following information:

1. The public or private sewer system capacity;
2. Historical average daily flow of treated sewage;
3. Historical peak flow of treated sewage;
4. Number of hook-ups and estimated sewer demand per hook-up;
5. Number of hook-ups for which contractual commitments have been made;
6. The availability of hook up to the County or a PID public sewer system, or to a public or private community sewer treatment plant that provides tertiary sewage treatment; and
7. If the ability of a provider to serve a proposed development is contingent upon planned facility expansion in accordance with a CIP, details regarding such planned improvements shall be submitted.

6.4.2.5. Community Parks, Recreation Areas, and Trails. All County and community parks, recreation areas and trails shall be identified in the CIP and the land and right-of-way of those sites shall be placed on the Official Map. In determining compliance with the LOS standard for County and community parks, recreation areas and trails, nearby County or community parks, recreation areas or trails may be considered.

6.4.2.6. Existing Deficiencies. Subsection 12.2.3.2 of the SLDC describes the ramifications of an existing failure of infrastructure and services to meet the LOS specified in the SLDC. Existing deficiencies that affect the proposed development project shall be identified and any proposed projects that will address the deficiency in the CIP shall be identified.

6.4.3. Future Available Capacity. When a proposed development project is approved, the public facilities that the project utilizes shall be quantified and debited against available capacity for future projects.

6.4.4. Mitigation. The APFA may propose mitigation measures, or a combination of measures, as described in this section, as an alternative to denial of the application. These measures shall be included as a condition for approval of the application. Mitigation measures may include:

6.4.4.1. Phasing of the project, so that no development approval is issued before roads or other transportation facilities needed to achieve the LOS standard are constructed;

6.4.4.2. Measures that allow the transportation network to function more efficiently by adding additional capacity to the off-site road system, including, but are not limited to: pavement widening or narrowing; turn lanes; median islands, access controls, or traffic signalization; and

6.4.4.3. Transportation congestion management measures that allow the transportation network to function more efficiently by adding sufficient capacity to the off-site road system.

6.4.5. Approval of applications subject to discretionary action. The discretionary development approval application may be approved if adequate public facilities and services are available at the adopted LOS, may be denied if adequate public facilities are not available, and may be conditionally approved subject to phasing of development until all public facilities are available for the year the CIP shows that adequate public facilities for the entire proposed development will be built at the adopted LOS. (See Table 4-1 for applications subject to discretionary review.)

6.5. WATER SERVICE AVAILABILITY REPORT (WSAR).

6.5.1. A Water Service Availability Report is required to analyze the availability of adequate potable water for a proposed project. WSARs may include the use of groundwater supplies for water availability and additional review factors such as more detailed analysis of the basin or basins involved, the outcome of any adjudication of the resource, State Engineer reports on the source and an analysis of the sufficiency of the groundwater source to meet the projected water demand from the proposed project.

6.5.2. The applications of Applicants required to submit a WSAR shall be analyzed with respect to the availability of adequate potable water.

6.5.3. The WSAR shall contain a detailed analysis of the following matters: existing system capacity of the public water or wastewater supply proposed for use; capacity of a well field (as applicable), stream, spring, or other source of raw water supply (as applicable); historical average use of potable water; and historical peak use of potable water; the number of hook-ups and the estimated potable water demand per hook up; and the number of hook-ups for which contractual commitments have been made or previous development orders have been approved. Applications requiring use of the County system or a public water or wastewater system, as described on Tables 7-17 and 7-18 and the accompanying text, need only supply the letter from the relevant supplier agreeing to provide services.

6.5.4. The development order shall provide findings based on substantial evidence that the project is within its designated service area and that it has the capacity to serve the project as proposed. If the ability of a public or private utility or service provider to serve a proposed development is contingent upon planned facility expansion in accordance with a CIP, details regarding such planned improvements shall be submitted.

6.5.5. The WSAR shall include:

6.5.5.1 An evaluation of the water supply as described in Section 7.13.6.1.

6.5.5.2. If the proposed development will rely on groundwater, the WSAR shall also include but not be limited to, the following:

1. all application materials;
2. a copy of the latest Sanitary Survey from the New Mexico Environment Department conducted pursuant to 20.7.10 NMAC (2013) ("Wastewater and Water Supply Facilities") or, if a new system is proposed, a Preliminary

Engineering Report consistent with the "Recommended Standards for Water Facilities," 2006, as amended;

3. in the case of a proposed final plat approval, a copy of the water permit issued by the State Engineer ;

4. an assessment of water supplies which addresses whether total projected water supplies available during normal, single-dry and multiple-dry water years during a 40* or 99* year projection will meet the projected water demand associated with the proposed project, taking into account existing and projected future planned use from the identified water supplies; *(see § 6.5.5.1 above)

5. an assessment of the ability of the proposed system to meet annual and peak demands;

6. identification of, and request to, any public or private water utility, system or company that has the capacity to supply water for the project for an assessment from each. The governing body of the water supplier shall approve the assessment at a regular or special meeting. The water supplier shall provide the assessment not later than thirty (30) days after receiving the request from the applicant or the Administrator;

7. if there is no public water system, or if the identified public water system supplier fails to deliver an assessment within the thirty (30) day period provided, then the County shall prepare the assessment after consulting with any domestic water supplier whose service area includes the project site, the State Engineer any public or private utility, system or company adjacent to the project site and the County's cost of preparation shall be charged to the applicant.

6.5.5.3. The WSAR shall identify relevant, existing water supply entitlements, water rights, or water service contracts, and describe the quantities of water received in prior years. The identification shall be demonstrated by the applicant providing information related to all of the following:

1. written contracts or other proof of entitlement to an identified water supply, including proof of a service commitment from a water provider if irrigation water rights that are appurtenant to the land at issue have been severed;

2. copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the public water system;

3. federal, state, and local permits for construction of necessary infrastructure associated with delivering the water supply;

4. any necessary regulatory approvals that are required in order to be able to convey or deliver the water supply; and

5. lists of all supply wells, production rates, and storage capacity of all water sources.

6.5.5.4. If no water has been received in prior years under an existing entitlement, right, or contract, the assessment shall identify other public water systems, water companies, or water service contract holders that receive a water supply or have existing entitlements, rights, or contracts, to the same source of water.

6.5.5.5. Supplies to Remedy Insufficiency. If the public water system's total projected water supplies available during a 40-year projection are insufficient, then the applicant shall identify plans to acquire additional supplies that may include, but are not limited to:

1. The estimated total costs, and the proposed method of financing the costs, associated with acquiring the additional water supplies for the development project;
2. All federal, state, and local permits, approvals, or entitlements that are anticipated to be required in order to acquire and develop the additional water supplies; and
3. The estimated timeframes within which the public water system or water company expects to be able to acquire additional water supplies.

6.5.5.6. Groundwater. If a water supply for a proposed project includes groundwater, the following additional information shall be included in the water supply assessment:

1. A review of any information contained in a water management plan relevant to the identified water supply for the proposed project;
2. A description of any groundwater basin or basins from which the proposed project will be supplied;
3. For those basins for which a court has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court and a description of the amount of groundwater the public water system has the legal right to pump under the order or decree;
4. For basins that have not been adjudicated, information as to whether the State Engineer, pursuant to NMSA 1978, §§ 47-6-11.2, 72-5-1, 72-5-23, 72-5-24, 72-12-3 and 72-12-7, has identified the basin or basins as over-drafted or has projected that the basin will become over-drafted if present management conditions continue, in the most current information of the State Engineer that characterizes the condition of the groundwater basin, and a detailed description by the public water system of the efforts being undertaken in the basin or basins to eliminate the long-term overdraft condition;
5. A detailed description and analysis of the amount and location of groundwater pumped by the public water system for the past five years from any groundwater basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records;
6. A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the public water system, from any basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records; and
7. An analysis of the sufficiency of the groundwater from the basin or basins from which the proposed project will be supplied to meet the projected water demand associated with the proposed project.

6.5.5.7. County's Ability to Override Public Water Agency's Determination. An evaluation of water quality, quantity and potential pollution of surface or underground water assessments shall be included in the EIR and in the WSAR. The County shall determine, based on the entire record, whether projected water supplies will be sufficient to satisfy the demands of the project, in addition to existing and planned future uses. If the County determines that water supplies will not be sufficient, the County shall include that determination in its findings for the WSAR.

6.5.5.8. Exceptions. If the project has previously been the subject of an assessment that complies with the requirements of this section, then no additional water supply assessment shall be required for subsequent projects that were part of a larger development project for which water supplies were found sufficient. Exceptions include:

1. Changes in the development project that will substantially increase water demand;
2. Changes in circumstances that substantially affect the ability to provide a sufficient water supply, and
3. Significant new information as it becomes known.

6.5.5.9. Water Quality. The applicant shall provide:

1. an analysis of all aquifers to be used by the project;
2. an analysis of all contaminant pathways leading from the project site to the aquifers, including saturated sandy units within the aquifers and unsaturated or vadose zone map;
3. an unsaturated or vadose zone map; and
4. an analysis of baseline water quality relating to existing water wells.

6.6. TRAFFIC IMPACT ASSESSMENT (TIA).

6.6.1. Purpose and Intent. The purpose of the traffic impact assessment (TIA) is to identify the impacts on capacity, adopted LOS and safety, which are likely to be created by the proposed development project. The information in the Traffic Impact Assessment will be coordinated with the APFA and the EIR. The isolated and cumulative adverse effects and impacts of the proposed project to the traffic shed need to be understood in relation to the existing and future required capacity of the County and State road system, and to ensure that traffic capacity will be provided at established levels of service so as not to hinder the passage of law enforcement, fire and emergency response vehicles, construction vehicles to and from the project site, degrade the quality of life, or contribute to hazardous traffic conditions. The intent of this section is to establish requirements for the analysis and evaluation of adverse transportation effects and impacts associated with proposed development projects in order to provide the information necessary to allow the Board to assess the transportation effects and impacts of site-generated traffic associated with a proposed development project.

6.6.2. [Reserved].

6.6.3. General Requirements. The TIA shall follow the NMDOT State Access Manual requirements, which requires a general assessment for smaller impact projects which generate

little traffic, and a detailed analysis for those projects that generate larger traffic volumes. These larger impact projects will require a detailed traffic impact assessment which shall identify the improvements needed to:

- 6.6.3.1. Ensure safe ingress to and egress from the site;
- 6.6.3.2. Maintain adequate road capacity on the County and State road system to accommodate all traffic to and from the site generated by the project;
- 6.6.3.3. Ensure safe and reasonable traffic operating conditions on roads and at intersections through which traffic to and from the site passes;
- 6.6.3.4. Avoid creation of, or mitigate, unsafe and hazardous traffic conditions from heavy weights of trucks traveling to and from the site;
- 6.6.3.5. Minimize the impact of nonresidential traffic on residential neighborhoods in the County;
- 6.6.3.6. Protect the substantial public investment in the existing road system;
- 6.6.3.7. Provide a basis for approving, modifying, or denying an application based upon the adequacy or deficiency of the County and State road systems to handle the needs generated by the project;
- 6.6.3.8. If applicable, after identifying any deficiency in road capacity as required by subsection 6.6.3.2. of the SLDC, determine, after taking into consideration improvements to be provided through development fees, improvements to be provided by the County through the mechanisms described in the CIP and through the mechanisms described in a voluntary development agreement or through an Improvement District how all infrastructure that is required will be provided;
- 6.6.3.9. Evaluate whether adequate traffic capacity exists or will be available at the time a development order is granted for the application to safely and conveniently accommodate the traffic generated by the project on the County and State road system;
- 6.6.3.10. Evaluate traffic operations and impacts at site access points under projected traffic loads;
- 6.6.3.11. Evaluate the impact of site-generated traffic on affected intersections in the County;
- 6.6.3.12. Evaluate the impact of site-generated traffic on the safety, capacity and quality of traffic flow on public and private roads within the County;
- 6.6.3.13. Evaluate the impact of the proposed project on residential roads from the traffic to and from the site;
- 6.6.3.14. Ensure that site access and other improvements needed to mitigate the traffic impact of the development utilize County and State accepted engineering design standards and access management criteria;
- 6.6.3.15. Ensure that the proposed road layout is consistent with the public roadway design standards;

6.6.3.16. Ensure the proper design and spacing of site access points and identify where limitations on access should be established;

6.6.3.17. Ensure that potential safety problems on all roads to be used within the County have been properly evaluated and addressed; and

6.6.3.18. Ensure that internal circulation patterns will not interfere with traffic flow on the existing County and State road system.

6.6.4. Traffic Service Standards. The standards for traffic service that shall be used to evaluate the findings of traffic impact assessment are as follows:

6.6.4.1. Volume of traffic. To address the proposed volume of traffic, the traffic impact report shall use Table 12-1 to determine the adopted LOS for the roads considered in the application for development. For additional detail and reference, see § 10.2.2.2 of the SGMP which relates the six (6) levels of service to the Transportation Research Board *Highway Capacity Manual* and the Geometric Design for Highways and Streets ("Green Book") (2011, as amended) of AASHTO.

6.6.4.2. Level of service. See Table 12-1 for adopted LOS. Where the existing LOS is below these standards, the traffic impact report shall identify those improvements or transportation demand management techniques needed to maintain the existing LOS, and what additional improvements would be needed to raise the LOS to the standards indicated for the development project to be approved.

6.6.4.3. Number of access points. The number of access points provided shall be the minimum needed to provide adequate access capacity for the site. Evidence of LOS C operations for individual County and State road movements at access locations is a primary indication of the need for additional access points. However, the spacing and geometric design of all access points shall be consistent with the access management criteria of the SLDC.

6.6.4.4. Residential road impact. Average daily traffic impinging on residential roads shall be within the ranges spelled out in the transportation plan for the class of road involved.

6.6.4.5. Traffic flow and progression. The location of new traffic signals or proposed changes to cycle lengths or timing patterns of existing signals to meet LOS standards shall not interfere with the goal of achieving adequate traffic progression on major public roads in the County.

6.6.4.6. Vehicle storage. The capacity of storage bays and auxiliary lanes for turning traffic shall be adequate to insure that turning traffic will not interfere with through traffic flows on any public road.

6.6.4.7. Internal circulation. On-site vehicle circulation and parking patterns shall be designed so as not to interfere with the flow of traffic on any public road and shall accommodate all anticipated types of site traffic.

6.6.4.8. Safety. Access points and travel along all County and State roads within the County shall be designed to provide for adequate sight distance and appropriate facilities to accommodate acceleration and deceleration of site traffic. Where traffic from the proposed development project will impact any location with an incidence of high accident frequency, the accident history should be evaluated and a determination made as

to whether the proposed site access or increased traffic will mitigate or aggravate the situation. The applicant shall be required to design the site access in order to mitigate any impact on location safety.

6.6.5. Contents. A traffic impact assessment shall contain the following information:

6.6.5.1. Site Description. Illustrations and narratives that describe the characteristics of the site and adjacent land uses as well as future development projects for all transportation to and from the site to the nearest state road or interstate. A description of potential uses and traffic generation to be evaluated shall be provided. A description of the proposed development project, including access and staging plans shall be provided.

6.6.5.2. Study Area. The study area shall identify the roadway segments, and all intersections of roads classified as sub-collector or larger and access points for all transportation routes from the site to the nearest state road or interstate.

6.6.5.3. Existing Traffic Conditions. A summary of the data utilized in the study and an analysis of existing traffic conditions, including:

1. Traffic count and turning movement information, including the source of and date when traffic count information was collected;
2. Correction factors that were used to convert collected traffic data into representative design-hour traffic volumes;
3. Roadway characteristics, including the design configuration of existing or proposed roadways, existing traffic control measures (e.g., speed limits and traffic signals), and existing driveways and turning movement conflicts in the vicinity of the site; and
4. Identification of the existing LOS for roadways and intersections without project development traffic, using methods documented in the Highway Capacity Manual or comparable accepted methods of the latest International Traffic Engineers (ITE) evaluation. LOS should be calculated for the weekday peak hour and, in the case of uses generating high levels of weekend traffic, the Saturday peak hour.

6.6.5.4. Horizon Year(s) and Background Traffic Growth. The horizon year(s) that were analyzed in the study, the background traffic growth factors for each horizon year, and the method and assumptions used to develop the background traffic growth. For each defined horizon year specific time periods are to be analyzed. In the case of construction and development operations, this time period shall be the weekday peak hours. The impact of the project shall be analyzed for the year after the project is completed and 20 years after the development is completed.

6.6.5.5. Trip Generation, Reduction, and Distribution. A summary of the projected peak hour and average daily trip generation for the proposed project, illustrating the projected trip distribution of trips to and from the site to the nearest state road or interstate, and the basis of the trip generation, reduction, and distribution factors used in the study. A summary of all vehicle types and vehicle weights to be generated from the proposed development.

6.6.5.6. Traffic Assignment. The projected design-hour traffic volumes for roadway segments, intersections, or driveways in the study area, with and without the proposed development, for the horizon year(s) of the study.

6.6.5.7. Impact Analysis. The impact of traffic volumes of the projected horizon year(s) relative to each of the applicable traffic service standards and identification of the methodology utilized to evaluate the impact. The weekday peak-hour impact shall be evaluated as well as the Saturday peak hour for those uses exhibiting high levels of weekend traffic generation.

6.6.5.8. Mitigation/Alternatives. In situations where the traffic LOS standards are exceeded, the traffic impact assessment shall evaluate each of the following alternatives for achieving the traffic service standards by:

1. Identifying where additional rights-of-way are needed to implement mitigation strategies;
2. Identifying suggested phasing of improvements where needed to maintain compliance with traffic service standards; and
3. Identifying the anticipated cost of recommended improvements.

6.6.5.9. If the applicant fails to advance the improvements in accordance with Chapter 12, the application for the development approval may be denied for lack of adequate transportation system capacity, safety, and design.

6.6.5.10. At a minimum, the applicant shall be required, at the time of development approval, to pay for applicant's roughly proportional share of the cost for construction, operation and maintenance of all roads in the CIP for transportation facilities for the area in which development project is located. If such roughly proportional share is insufficient to meet traffic adequacy, the applicant may, through a voluntary development agreement, voluntarily advance the cost of additional roadway system improvements and shall be reimbursed when and as additional development projects are approved.

6.6.6. Traffic Impact Assessment Findings. If the traffic consultant finds that the proposed project will not meet applicable LOS, the traffic consultant shall recommend one or more actions by the County or the applicant, including but not limited to:

- 6.6.6.1.** Reduce the size, scale or scope of the development to reduce traffic generation;
- 6.6.6.2.** Divide the project into phases and authorize only one phase at a time until traffic capacity is adequate for the next phase of development;
- 6.6.6.3.** Dedicate a right-of-way for road improvements;
- 6.6.6.4.** Construct new roads;
- 6.6.6.5.** Expand the capacity of existing roads;
- 6.6.6.6.** Redesign ingress and egress to the project to reduce traffic conflicts;
- 6.6.6.7.** Reduce background (existing) traffic;

6.6.6.8. Eliminate the potential for additional traffic generation from undeveloped properties in the vicinity of the proposed development;

6.6.6.9. Integrate design components to reduce vehicular trip generation;

6.6.6.10. Implement traffic demand management strategies (e.g., carpool or vanpool programs, and flex time work hours), to reduce vehicular trip generation; or

6.6.6.11. Recommend denial or conditional approval of the application for the development project.

6.6.7. **Expiration of TIA.** A TIA shall expire and be no longer valid for purposes of this section on a date which is three (3) years after its creation.

6.7. FISCAL IMPACT ASSESSMENT (FIA).

6.7.1. **Generally.** The fiscal impact assessment involves a study of the fiscal implications of development in the County. Development will be permitted only after a determination of the adequacy and financial provision for public facilities and services including but not limited to public works and operational costs for additional public works, park, law enforcement, fire and emergency response service full time employees and technicians to construct, operate, service and maintain roads, storm water management systems, fire, law enforcement, emergency response trails, parks, open space, scenic vista sites, environmentally sensitive areas and historic, cultural and archeological artifacts and sites.

6.7.1.1. The fiscal impact assessment shall project adopted levels of service for law enforcement, fire and emergency response service to affected areas of the County. The assessment shall estimate the threshold minimum number of full time paid public service workers necessary to provide fire, law enforcement, emergency response service, road, drainage, environmentally sensitive areas and historic, cultural and archaeological artifacts and site necessary for maintenance and operation of the facilities and services.

6.7.1.2. The fiscal impact assessment shall estimate the public service costs for new workers and worker families brought into a development project area.

6.7.2. Determination of Costs and Revenues.

The fiscal and economic effects of development shall be determined using nationally accepted and longstanding fiscal and economic models. The fiscal and economic models shall project what shall be needed in terms of public operating and maintenance services and provision of capital facilities and determine what funds will be available to pay for these facilities and services.

6.7.2.1. Costs shall be determined using current budgets, both operating and capital interviews with service providers to determine areas of deficient capacity and service where additional expenditures will be necessary.

6.7.2.2. Revenues shall be determined using budgets and formulas for calculating additional taxes, infrastructure and service fees, licenses, administrative fees, grants and improvement district assessments.

6.7.2.3. The fiscal impact assessment shall assess the extent, a development project fiscally and economically impacts the County.

Antenna Supporting	Collocations	Roof-Mounted	Surface-Mounted	Stealth Facilities	Required Submissions:
•				•	If required by the US Fish and Wildlife Service, a letter indicating that the proposed antenna supporting structure and appurtenances are in compliance with all applicable federal rules and regulations.
•	•	•	•	•	A graphical representation with statement of the coverage area planned for the cell to be served by the proposed facility.
•	•	•	•	•	Antenna heights and power levels of the proposed facility and all other facilities on the subject property.
•			•		A geotechnical report addressing the soil type and soil properties at the proposed site to avoid having a tower anchor corrode and fail to support the tower. [ANSI/TIA 222-G, annex of values representative of soil types]

10.17.10.3. Application Review Standards. Application review standards are indicated by facility type below in subsections 10.17.10.5 through 10.17.10.7 and are in addition to the applicable standards of Chapters 7 and 8 herein.

10.17.10.4. Expert Review of Application.

1. Due to the complexity of the methodology or analysis required to review an application for a wireless communication facility including modification/collocation to an existing facility, the Administrator or the Planning Commission may require a technical review by a third-party expert, the cost in an amount specified in the fee ordinance, which shall be borne by the applicant. The expert review may address the following:

- a. The accuracy and completeness of submissions;
- b. The applicability of analysis techniques and methodologies;
- c. The validity of conclusions reached;
- d. Whether the proposed wireless communication facility complies with the applicable approval criteria set forth in this chapter, other sections of the SLDC, federal and state laws and regulations; and
- e. Any other matters deemed by the Administrator to be relevant in determining whether a proposed wireless communication facility complies with the provisions of this Chapter, the SGMP, other sections of the SLDC, federal and state laws and regulations.

2. Based on the findings and conclusions of the expert review, the Administrator may require changes to the applicant's application or required submissions. However, any such required changes or submissions shall be treated as an incomplete submission and governed by subsections 10.17.10.5 through

10.17.10.7 respectively, depending on the type and size of the facility.

3. The applicant shall reimburse the County for the engineering review required in subsection 10.17.10.4 by depositing funds or a letter of credit with the Administrator in an amount specified in the fee ordinance. Any refund or requirement for additional amounts will be determined within 10 working days of the date of receipt of an invoice for expenses associated with the third-party expert's review of the application. Failure by the applicant to make reimbursement pursuant to this section will suspend the pending application until payment in full is received.

10.17.10.5. Application for a new wireless communication facility. Notwithstanding any other review/approval timeframes for development permits or CUP permits under this SLDC, an application for the siting of a new wireless communication facility shall be reviewed and a final decision issued by the Administrator or Planning Commission within 150 days from the date of submittal of the application to the Administrator or Planning Commission.

1. If an application is determined to be incomplete, the Administrator or Planning Commission must notify the applicant in writing of the incompleteness within 30 days of receipt of the application, which notification shall toll the 150-day timeline for processing an application only until the applicant submits the additionally requested documents or information.

2. Any notice of incompleteness shall inform the applicant what specific documents or information are missing from the application, and what Code provision, ordinance or application procedure requires the documentation or information to be submitted.

3. Upon receipt of the applicant's supplemental submission, if the Administrator or Planning Commission still considers the application to be incomplete, a notice of incompleteness must be submitted to the applicant within 10 days of receipt detailing what specific documents or information are still missing.

4. If the Administrator or Planning Commission issues a second or subsequent notices of incompleteness in response to subsequent supplemental submissions, such notices may not seek missing documents or information that were not previously delineated in the original notice of incompleteness.

5. If the Administrator or Planning Commission does not render a decision on the application within 150 days, even factoring in any additional days due to tolling, such indecision shall constitute "failure to act" and authorize the applicant to commence an action in court under Section 332(c)(7)(B)(v) of the Telecommunications Act of 1996. The applicant need not appeal to the Board prior to taking the matter to court for failure to act.

6. If the Administrator renders a decision denying the application, the applicant may appeal pursuant to Section 4.5 of this Code.

10.17.10.6. Application for modification of a wireless tower or base station that does not substantially change the physical dimensions of the tower or base station. Notwithstanding any other review/approval timeframes for development permits or CUP permits under this SLDC, an application for modification of an existing wireless communication facility that does not substantially change the physical dimensions of an

dump truck tarps; and the use of chemical dust suppressant applied in amounts, frequency, and rates recommended by the manufacturer.

d. In no circumstances shall a sand and gravel operator continue extraction operations during a high wind event.

e. All sand and gravel operations shall incorporate an entry/exit apron, steel grates, or other equivalent devices capable of removing bulk material from the tires of vehicle traffic.

f. An applicant for a sand and gravel Conditional Use Permit shall submit a fugitive dust control plan as part of the application. The fugitive dust plan must detail the control measures the operator intends to use to reduce the quantity of visible fugitive dust, transported material, temporary cessation of activity during a high wind event and track-out leaving the property or area under the control of the operator.

11.10.5.16. Blasting Plan. If a proposed operation intends to do any blasting, a blasting plan shall be submitted with the application and for any future blasting after the initial blast.

1. The plan shall be created by a qualified blasting firm which is knowledgeable with State of New Mexico requirements and National Fire Protection Association (NFPA) 495.

2. Blasting may only be conducted during the hours of operation in Section 10.3.2. above.

3. The blasting plan shall identify the maximum number of holes to be shot each occurrence, the type of explosive agent, maximum pounds per delay, method of packing, type of initiation device to be used for each hole, blasting schedule and establish noise and vibration standards.

4. The applicant shall notify the County of proposed blasting ten working days prior to a blast and shall provide the name of the qualified blasting firm and provide insurance of \$1,000,000 for each occurrence.

5. The County may hire a qualified blasting firm to review the applicant's blasting plan at the expense of the applicant (see Appendix A).

6. The operator shall require that any blasting be conducted by someone who has been trained and examined and who holds certification issued by the Director of the Mining and Minerals Division of the Energy, Minerals and Natural Resources Department or the Director's designee. Comparable certification from another state is acceptable.

11.10.5.17. Monitoring Report. The applicant shall monitor all blasting and record all noise and vibration levels in a monitoring report. The monitoring report shall be submitted to the Land Use Administrator within five (5) working days of blasting and shall comply with the following ground vibration and noise levels:

1. Ground vibration shall not exceed 0.50 inches per second Peak Particle Velocity (PPV) at any property line, unless such property is owned by the operator and not leased to any other person.

