

SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS



ENGINEERING DESIGN SERVICES
FOR THE
SANTA FE RIVER GREENWAY PROJECT
(SECTION B)

RFP No. 2018-0242-PW/KE

FEBRUARY 2018

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I. ADVERTISEMENT

ENGINEERING DESIGN SERVICES FOR THE
SANTA FE RIVER GREENWAY PROJECT
(SECTION B)
RFP# 2018-0242-PW/KE

The Santa Fe County Public Works Department is requesting proposals from qualified and licensed Offerors to provide engineering design services for the Santa Fe River Greenway Project (Section B). The successful Bid will provide complete engineering services from design through construction and project closeout for river channel reconstruction using natural channel design principles and a pedestrian/bicycle/equestrian trail for Section B of the Santa Fe River from Siler Road to San Ysidro Crossing. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. **All proposals must be received by 2:00 PM on Thursday, April 5, 2018 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

A **Pre-Proposal Conference and Site Visit** will be held on **Tuesday, March 6, 2018 at 2:00PM** at the Santa Fe County Public Works Projects conference room located at 901 West Alameda, Suite 20-C, Santa Fe, New Mexico 87501. Pre-Proposal Conference is **NOT MANDATORY**, but attendance is highly recommended.

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

Request for proposals will be available by contacting Karen K. Emery, Procurement Specialist, Senior, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, by telephone at (505) 992-6759 or by email at kkemery@santafecountynm.gov or on our 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
Publish: February 25 & 26, 2018

II. CONTRACT OBJECTIVES

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Santa Fe and Santa Fe County are planning and constructing a public greenway and trail system along the Santa Fe river from downtown Santa Fe to the City's waste water treatment plant south of the Santa Fe airport (the Santa Fe River Greenway). The project requires reconstructing the river using natural channel design principles. The section of the river between Downtown Santa Fe and Frenchy's Field has been completed. The section Between Frenchy's Field and Siler Road is currently under construction. The section between San Ysidro Crossing and Caja del Oro Grant Road has also been completed. The remaining section between Siler Road and San Ysidro Crossing is known as Section B. A 30% conceptual plan has been completed for Section B which identifies the project limits, properties to be acquired for construction of the project and the location of the river channel and trail.

The County is soliciting professional engineering services to complete design for Section B of the Santa Fe River Greenway. The engineer must use the channel morphology and trail profile that has been developed from the previous sections of the river as outlined above to complete the scope of work under this RFP in order to ensure continuity of design.

B. SCOPE OF WORK

The Scope of Work will include without limitation:

The selected vendor will provide complete engineering services from design through construction and project closeout for the river channel reconstruction using natural channel design principles described above and a pedestrian/bicycle/equestrian trail for Section B from Siler Road to San Ysidro Crossing.

Design Guidance:

The proposed river channel design follows a Rosgen C4 channel classification. The design characteristics are a 44 ft. bank-full width, a 1 to 1.1% slope, and an average floodplain width of 100 ft. which gives an entrenchment ratio of 2.2. The channel cross section has a cross-section area of 60 cubic feet and a mean depth of 1.3 feet and a maximum depth of 1.6. The design goal is for an average meander length of 520 feet and sinuosity of 1.15.

The design should maximize the use of natural materials and native vegetation to stabilize the river channel and minimize the use of hardened structures and retaining walls. The task is to balance optimum channel design with constraints imposed by existing structures and utilities. The primary trail is a 10 ft. wide, concrete trail with 2 ft. recovery zones on both sides that meets AASHTO design standards.

C. SERVICES AND DELIVERABLES:

Provide complete engineering services from design through construction for river channel reconstruction and a pedestrian/bicycle/equestrian trail for Section B from Siler Road to San Ysidro Crossing to include the following:

1. Study and Report Phase:
 - a. Conduct a thorough field inspection and assessment of the existing conditions of the project site.
 - b. Review the county's current 30% conceptual design for the river channel reconstruction and trail. Provide an option of probable construction costs.
 - c. Review conceptual designs in the field with the County.
 - d. Provide design recommendations utilizing the County's 30% Conceptual Design for the design and engineering of Section B based on findings from a, b, and c above.
2. Preliminary Design Phase:
 - a. Complete a topographic survey of the project area with one foot contour intervals.
 - b. Review preliminary design in the field with the County.
3. Final Design Phase:
 - a. Prepare application and manage process for obtaining the Santa Fe County Sustainable Land Use Code Development Permit.
 - b. Assist County Projects staff in presenting the project design to the Santa Fe County Technical Review Team and resolving any issues in complying with the Santa Fe County Land Development Code in order to obtain the required land use approvals and permits.
 - c. Prepare joint application for Department of the Army Permit and N.M. Water quality Certification (401/404) and coordinate with the Department of the Army and N.M. Quality Bureau to obtain the permits and certifications. Assist the Open Space and Trails staff in resolving any issues in obtaining the required permits and certifications for this project.
4. Bidding and Negotiation Phase:
 - a. If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
 - b. Attend pre-bid conference and assist in preparing addenda.
 - c. Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
 - d. Identify any changes during the bidding or proposal process that may require addenda.
 - e. Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
 - f. Assist the County to issue addenda as required to all bidders or offerors.

- g. Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.
5. Construction Phase:
 - a. Provide a Resident Project Representative (RPR) for weekly onsite construction progress meetings, plan clarification, field adjustments and supervision of construction of major structures.
 - b. Oversee relocation of utilities.
 - c. Complete all FEMA CLOMR/LOMR applications documenting changes to the floodplain.
 - d. Complete all requirements for permits and other approvals required to initiate the construction of the work.
 6. Post Construction Phase:
 - a. Complete a one-year warranty inspection and report.

D. INSURANCE REQUIREMENTS

The insurance required of the Offeror are:

- a. 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.
- b. 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.
- c. Workers' Compensation Insurance. 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),

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:

Karen K. Emery, Procurement Specialist, Senior
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
Phone (505) 992-6759
Fax (505) 989-3243
kkemery@santafecountynm.gov

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 Santa Fe 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 between the County and the contractor for the engineer’s provision of items of tangible personal property or services.

“Contractor” means the 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 its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the 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 the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue RFP	Purchasing Division	Feb. 25 & 26, 2018
2.	Pre-Proposal Conference, If Applicable (2:00 - 4:00 PM)	Owner/Purchasing Offerors	March 6, 2018
3.	Acknowledgement form due	Offerors	March 7, 2018
4.	Deadline to submit additional questions	Offerors	March 9, 2018
5.	Response to written questions	Purchasing Division	March 15, 2018
6.	Submission of proposal 2:00 PM	Offerors	April 5, 2018
7.	Proposal evaluation	Evaluation Committee	April 6, 2018 thru April 13, 2018
8.	Selection of Finalists (If Applicable)	Evaluation Committee	April 2018
9.	Best and Final Offers from Finalists (If Applicable)	Offeror	April 2018
10.	Oral Presentation by Finalists (If Applicable)	Offeror	April 2018
12.	Finalize Contract	County, Offeror	April 25, 2018
13.	BCC Meeting	County	May 29, 2018
13.	Contract award	County	May 31, 2018

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, events 8-10 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. Issue RFP

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

2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled for 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 that attended the pre-proposal conference. The pre-proposal conference is not MANDATORY, but attendance is recommended.

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 e-mail. **Any contact with any other County staff member other than the Procurement Manager named in this solicitation will be grounds for rejection of a proposal.**

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 DAYLIGHT TIME) ON April 5, 2018. 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 No. 2018-0242-PW/KE and refer to the RFP number. Proposals submitted by facsimile or other electronic means will not be accepted.

Proposals must be delivered to:

Karen K. Emery, 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 offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

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 the Offerors.

8. Selection of finalists (If applicable)

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 hour.

11. Finalize contract

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

12. Contract award

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

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

13. Right to protest

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

Santa Fe County
Attn: Procurement Manager
P.O. Box 276
Santa Fe, New Mexico 87504

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

C. GENERAL REQUIREMENTS

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

1. Acceptance of conditions governing the procurement

Offerors must indicate their acceptance of the conditions governing the procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the 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. 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 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

Proposals will be kept confidential until a contract is awarded by the County. Upon award of a contract by the County proposals and documents pertaining to the proposals are considered public records unless the records or materials are proprietary or confidential. 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. Proprietary or confidential data is restricted to 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 use any of the Contractor's 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 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 the successful Offeror provisions in addition to those contained in this RFP.

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix D, the 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 an 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 would like 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 Procurement Manager approval.

19. Right to waive minor irregularities

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

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 the Counties 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 RFP shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors can be returned after the expiration of the protest period.

25. Electronic mail address recommended

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

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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 original and five 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 thirty (30) pages, with exception of 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 Specifications
- 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. 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.

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V. SPECIFICATIONS

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

A. INFORMATION

Time Frame

The contract term will commence on or around June 1, 2018. Santa Fe County intends on awarding a contract with a term of one year with an option for three renewal periods, not to exceed four years in total.

B. MANDATORY SPECIFICATIONS

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

1. Specialized Design and Technical Competence - Provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project, including a joint venture or association, regarding the type of services required.
2. Evidence of Understanding of the Scope - Describe in detail how the anticipated scope of work for the project will be organized. Include information about the project site, project administration, and scheduling.
3. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional competence, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services with the time limitations.
4. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules. Provide a minimum of three (3) projects where the Offeror provided project representative services with project title, owner point of contact, and telephone number. Past performance on behalf of the County will be a significant element of this evaluation and poor performance on a prior County project may result in a significant decrease in the points awarded for this element of the evaluation.
5. Proximity to or Familiarity with Site Location - Demonstrate the firm's familiarity with the area in which the project is located and describe any issues or problems that may arise that could affect the work.
6. New Mexico Produced Work - It is in the County's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New

Mexico firm or firms. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that firm or firms.

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

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

THIS SECTION LEFT INTENTIONALLY BLANK

VI. EVALUATION

A. EVALUATION FACTORS

The County will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the criteria 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 evaluators.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation criteria outlined below. If an Offeror provides a valid certificate of resident business, preference will be applied in accordance with § 13-1-21, of the Procurement Code.

- 1) Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required..... **250 points**
 - 2) Evidence of understanding of scope of work, the site, existing conditions, and the purpose and goals of the Santa Fe County Open Space and Trails program..... **250 points**
 - 3) Capacity and capability of the business to perform the work, including any specialized services, within the time limitations..... **150 points**
 - 4) Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules..... **150 points**
 - 5) Proximity to or familiarity with the area in which the project is located..... **100 points**
 - 6) The amount of work that will be produced by a New Mexico business within the State..... **50 points**
 - 7) The volume of work previously done by the entity requesting proposals which is not 75% complete with respect to basic professional project representative services **50 points**
- TOTAL POINTS 1000 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, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.12. 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

**ENGINEERING DESIGN SERVICES FOR
THE SANTA FE RIVER GREENWAY PROJECT
RFP No. 2018-0242-PW/KE**

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 March 7, 2018. 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.

Karen K. Emery, Procurement Specialist, Senior
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 992-6759
(505) 989-3243
kkemery@santafecountynm.gov

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)

APPENDIX C

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

FIRM: _____ **DATE:** _____

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

APPENDIX D

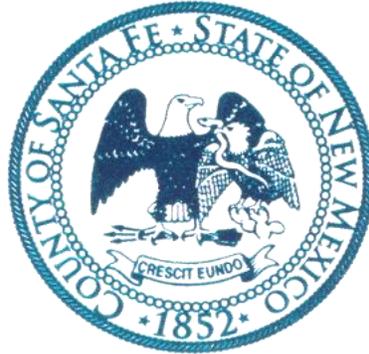
SAMPLE ENGINEERING AGREEMENT

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

PROJECT SF River Greenway Project, Section B.

Contract No. 2018-0242-PW/KE

PROJECT LOCATION Between Siler Road and San Ysidro Crossing



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

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

THIS AGREEMENT is made and entered into on this _____ day of _____, 2018, by and between SANTA FE COUNTY (hereinafter referred to as the “(County)”, a New Mexico political subdivision, and _____, licensed to do business in the State of New Mexico), hereinafter referred to as the “Engineer”.

Hereinafter “County”:

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

Hereinafter “Engineer”:

Name: _____
Telephone: _____
Fax No. _____

RECITALS

WHEREAS, the County needs the services of a professional licensed engineer to provide Design Services for the Santa Fe River Greenway Project, Section B; and

WHEREAS, in accordance with Section 13-1-112 NMSA 1978 and the Santa Fe County Purchasing Regulations and Policy Manual, the County issued Request of Proposal (RFP) No2018-0242-PW/KE; and

WHEREAS, _____ ; and

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

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

1. PROJECT DESCRIPTION

The City of Santa Fe and Santa Fe County are planning and constructing a public greenway and trail system along the Santa Fe river (the Santa Fe River Greenway) from downtown Santa Fe to the City's waste water treatment plant south of the Santa Fe airport. The project requires reconstructing the river using natural channel design principles. The section of the river between downtown Santa Fe and Frenchy's Field has been completed. The section between Frenchy's Field and Siler Road is currently under construction. The section between San Ysidro Crossing and Caja del Oro Grant Road has also been completed. The remaining section between Siler Road and San Ysidro Crossing is known as Section B. A 30% Conceptual Plan has been completed for Section B which identifies the Project limits, properties to be acquired for construction or the project and the location of the river channel and trail.

2. SCOPE OF WORK

The Scope of Work includes without limitations:

Provide complete engineering services from design through construction and project closeout for the river channel reconstruction using natural channel design principles described above and a pedestrian/bicycle/equestrian trail for Section B of the Santa Fe River from Siler Road to San Ysidro Crossing.

Design Guidance:

The proposed river channel design follows a Rosgen C4 channel classification. The design characteristics are a 44 ft. bank-full width, a 1 to 1.1% slope, and an average floodplain width of 100 ft. which gives an entrenchment ratio of 2.2. The channel cross section has a cross-section area of 60 cubic feet and a mean depth of 1.3 feet and a maximum depth of 1.6. The design goal is for an average meander length of 520 feet and sinuosity of 1.15.

The design should maximize the use of natural materials and native vegetation to stabilize the river channel and minimize the use of hardened structures and retaining walls. The task is to balance optimum channel design with constraints imposed by existing structures and utilities. The primary trail is a 10 ft. wide, concrete trail with 2 ft. recovery zones on both sides that meets AASHTO design standards.

3. COMPENSATION, INVOICING, AND SET-OFF

- A. In consideration of its obligations under this Agreement the Engineer shall be compensated as follows:
- a. County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A (Compensation and Schedule).
 - b. The total amount payable to the Engineer under this Agreement, exclusive of gross receipts tax shall not exceed _____ (\$_____). Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.
 - c. This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.
- B. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B (Pay Request Form), when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- C. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until

such time as the County determines the exact amount of damages it suffered as a result of the breach.

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

4. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Study and Report Phase.

- a. The Engineer shall consult with the County to define and clarify the requirements for the Project.
- b. Advise the County of any need for the County to provide additional data or services which are not a part of the Engineer's Basic Services.
- c. Identify and analyze requirements of governmental agencies having jurisdiction to approve the portions of the Project designed or specified by the Engineer.
- d. Prepare draft Study and Report and brief and obtain the written approval of the County for the draft Study and Report, before commencing work on the Preliminary Design, Study and Report Phase.

B. Preliminary Design, Study and Report Phase

- 1) Convene a meeting with the County and other interested parties to review the Project site. Advise the County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.
- 2) Develop and complete a Development Plan for the area in schematic form for review with County. The plans shall allow for phased construction if necessary.
- 3) Upon approval of the schematic Development Plan documents by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within 30 days of authorization to proceed and review with the County. If necessary, revise Preliminary Design Phase documents in response to the County's comments.
- 4) From the approved Scope of Work the Engineer as applicable shall produce a study consisting of drawings and other documents necessary to illustrate the general planning concepts, probable Engineering system, types of materials needed and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the project area. The Engineer shall brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.

- 5) The Engineer shall obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing work on the Final Design Phase.

C. Final Design Phase

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

- 1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
- 2) Prepare a statement that identifies the need for additional data, surveys, or tests.
- 3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
- 4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
- 5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
- 6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.
- 7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
- 8) Provide County with three full size and three half size sets of the 100% construction plan, electronic copy of the Project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

- 1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
- 2) Attend pre-bid conference and assist in preparing addenda.
- 3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
- 4) Identify any changes during the bidding or proposal process that may require addenda.

- 5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
- 6) Assist the County to issue addenda as required to all bidders or offerors.
- 7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

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

F. Project Closeout and 11 Month Warranty Inspection Phase

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

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

5. REIMBURSABLES

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

6. ADDITIONAL SERVICES

- A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the County, and shall be paid for by the County as provided in paragraph 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.
- B. Additional Services may include but are not limited to the following.
- 1) Subservice geotechnical investigation with associated laboratory testing to include soil borings to determine subsurface profiles, relative strengths, compressibility and other characteristics of the surface layer(s).
 - 2) Survey services for mapping, construction layout and/or to determine Project and surrounding area boundaries.
 - 3) Traffic study that may include volume, movement counts, accident crash data, pedestrian traffic, and parking, sidewalk and walk/bike trail considerations.
 - 4) Drainage Plan to determine the amount of runoff/drainage impacting the Project area and make recommendations accordingly.
 - 5) Storm water management to provide viable flood control, runoff and drainage conveyance options and recommendations for surface treatment plan(s).
 - 6) Environmental Review and as applicable Cultural Resource Study, to include preparation of documentation regarding the mandatory evaluation of physical, social, and economic impacts of the proposed Project area to ensure compliance with environmental laws and authorities and as required obtain environmental clearance(s) from governmental agencies.

- 7) Feasibility Study to evaluate and analyze the potential of the proposed Project to support recommendations for project implementation.
- 8) Market analysis to determine, develop and recommend conceptual options for future use of the Project site.

7. EXHIBITS LIST

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

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

SANTA FE COUNTY

 , Chair
 Santa Fe Board of County Commissioners

ATTESTATION:

_____ Geraldine Salazar Santa Fe County Attorney	_____ Date
--	---------------

Approved as to form:

_____ R. Bruce Frederick Santa Fe County Attorney	_____ Date
---	---------------

Finance Department:

Stephanie Schardin Clarke
Finance Director

Date

ENGINEER

Date

(print name and title)



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

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

2013 Edition, Version 1.0, Part B of the
Agreement

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

1. SCOPE OF WORK

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

2. EFFECTIVE DATE AND TERM

This Agreement shall be effective as of the date of last signature by the parties on Part A to this Agreement. The term of this Agreement will be from the effective date of this Agreement through Project completion, but in no event will the term exceed four years in total. This Agreement is subject to early termination pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work) above and Section 4 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in

Section 3 (Compensation, Invoicing, and Set-Off) of Part A of this Agreement, and for no other cost, amount, fee, or expense.

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

4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised then non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Engineer written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Engineer's receipt of the notice. The County shall pay the Engineer for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work or service performed after the effective date of termination.

5. APPROPRIATIONS AND AUTHORIZATIONS

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

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

- A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.
- B. Subcontracting. The Engineer shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.
- C. Personnel.
- e. All work performed under this Agreement shall be performed by the Engineer or under its supervision.
 - f. The Engineer represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

7. ASSIGNMENT

The Engineer shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without County's advance written approval shall be null and void and without any legal effect.

8. RELEASE

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

9. CONFIDENTIALITY

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

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

County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement. To the extent any material is copyrightable, the County shall own such copy right.

11. CONFLICT OF INTEREST

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

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

13. ENTIRE AGREEMENT; INTEGRATION

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

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

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

15. NOTICE OF PENALTIES

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

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. Engineer agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Engineer specifically agrees not to discriminate against any person with regard to employment with Engineer or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. Engineer acknowledges and agrees that failure to comply with this Section shall constitute a material breach of the Agreement.

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, Engineer shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

18. RECORDS AND INSPECTIONS

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

19. INDEMNIFICATION

- A. Engineer shall defend, indemnify, and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys’ fees) resulting from or directly or indirectly arising out of Engineer’s performance or non-performance of its obligations under this Agreement, including but not limited to Engineer’s breach of any representation or warranty made herein.
- B. County shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Engineer agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without County’s consent, such consent not to be unreasonably withheld. If in County’s judgment, a conflict exists between the interests of County and Engineer such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Engineer.
- C. Engineer’s obligations under this section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

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

21. NOTICES

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

To the County: Santa Fe County
 Attn:
 Public Works Department
 102 Grant Avenue
 Santa Fe, New Mexico 87501

To the Engineer: _____

22. ENGINEER'S REPRESENTATIONS AND WARRANTIES

- A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.
- B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.
- C. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer for filed with the NM Secretary of State.

23. LIMITATION OF LIABILITY

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

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

- A. General Conditions. Engineer shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,000,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be named additional insured on the policy.
- C. Workers' Compensation Insurance. Engineer shall comply with the provisions of the Workers' Compensation Act.

D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.

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

26. PERMITS, FEES, AND LICENSES

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

27. FACSIMILE SIGNATURES

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

28. NEW MEXICO TORT CLAIMS ACT

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

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

30. SURVIVAL

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

**EXHIBIT A
COMPENSATION AND SCHEDULE**

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

EXHIBIT B

**SANTA FE COUNTY
ENGINEER PAY REQUEST FORM**

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

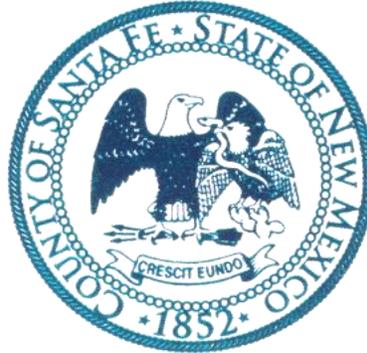
Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Study and Report Phase	\$	%	\$	\$	\$	
Preliminary Design Phase	\$	%	\$	\$	\$	
Study and Report Phase		%	\$	\$	\$	
Final Design Phase	\$	%	\$	\$	\$	
Bidding and Negotiation Phase	\$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

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

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

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

PROJECT _____



DISTRIBUTION TO:
 Santa Fe County
 Engineer
 Legal Office
 Finance Department
 SFC Department

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

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

Justification for Basic Services (Required):

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

BASIC SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

ENGINEER:

By: _____

Date: _____

Date: _____

Approved as to form:

Date: _____

R. Bruce Frederick
Santa Fe County Attorney

Finance Department:

Date: _____

Stephanie Schardin Clarke
Finance Director

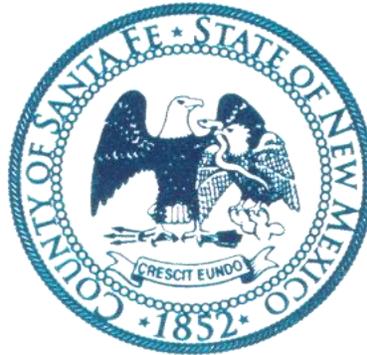
Department:

Date: _____

Name/Title

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

PROJECT _____



SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

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

Justification for Additional Services (Required):

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

ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

ENGINEER:

By: _____

Date: _____

Date: _____

Approved as to form:

R. Bruce Frederick
Santa Fe County Attorney

Date: _____

Finance Department:

Stephanie Schardin Clarke
Finance Director

Date: _____

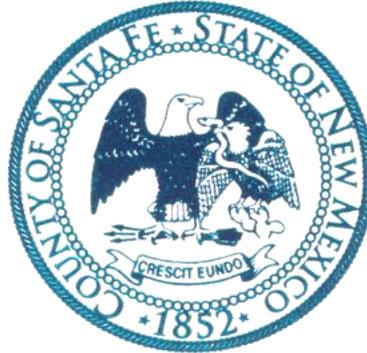
Department:

Name/Title

Date: _____

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

PROJECT _____ **PROJECT NO.** _____



SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

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

LIST SERVICES:

Justification for Additional Services (Required):

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

CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

ENGINEER:

By: _____

Date: _____

Date: _____

Approved as to form:

Date: _____

R. Bruce Frederick
Santa Fe County Attorney

Finance Department:

Date: _____

Stephanie Schardin Clarke
Finance Director

Department:

Date: _____

Name/Title

EXHIBIT F
SANTA FE COUNTY
CONSULTANT LIST

PROJECT NAME: _____

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