

**SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT**

**REQUEST FOR PROPOSALS**



**RFP# 2019-0003-PW/KE**

**ENGINEERING DESIGN SERVICES FOR THE  
NE/SE CONNECTOR ROAD PROJECT**

**JULY 2018**

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**I. ADVERTISEMENT**

**ENGINEERING DESIGN SERVICES FOR THE  
NORTH EAST/SOUTH EAST CONNECTOR ROAD PROJECT  
RFP# 2019-0003-PW/KE  
(NM State Commodity Code 92549, 92593)**

Santa Fe County (County) is soliciting proposals for Engineering Design Services for the North East/South East (NE/SE) Connector Road Project. The project is located southeast of Interstate 25 in Santa Fe County, NM. The total study length is approximately 4.4 miles and will require extensive coordination with the County.

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 (MDT) on August 23, 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** will be held on **Tuesday, August 7, at 1:00 PM (MDT)** at the Santa Fe County Projects Conference Room located at 901 W. Alameda, Suite 20C, Santa Fe, N.M. 87501. Attendance at the Pre-Proposal Conference is not mandatory but attendance is ***highly recommended.***

**EQUAL OPPORTUNITY EMPLOYMENT:** All 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](mailto:kkemery@santafecountynm.gov) or on our website at [http://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](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: July 29 & 30, 2018

## **II. CONTRACT OBJECTIVES**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The Projects Division of the Public Works Department is requesting proposals from professional engineering firms to provide Engineering design services for the NE/SE Connector to provide better connectivity through the roads in the Community College area, based on the scope of work described below. The NE/SE Connector will reduce traffic along Richards Avenue and provide additional access to the Community College. All potential Offerors are to read, understand and accept the requirements of this Request for Proposal.

### **B. BACKGROUND**

The Northeast Connector is from Dinosaur Trail approximately 300 feet east of Richards Avenue to Richards Avenue and Rabbit Road from Richards Avenue to approximately 5000 feet west of Richards Avenue. The Northeast Connector will parallel northbound I-25 approximately 140 feet south of the northbound I-25 alignment.

The Southeast Connector is from the intersection of Richards Avenue and Avenida Del Sur to approximately 5000 feet due east of Richards Avenue, turn roughly due north to intersect Rabbit Road.

The approximate total study length is 4.4 miles and will include new construction and multimodal improvements.

### **C. OBJECTIVE**

The project must be designed in accordance with Santa Fe County Sustainable Land Development Code and the Santa Fe Community College Standards. In addition the geometry of the road must abide by the AASHTO requirements in the current edition of Geometric Design of Highways and Streets.

### **D. SCOPE OF WORK**

The selected offeror shall perform the services as specified in Appendix A, Project Introduction and Scope of Work. (Page 25)

### **E. QUALIFICATIONS**

The Engineer must be a New Mexico licensed professional engineer and must maintain such licensure throughout the duration of the project.

Offerors must clearly demonstrate that its staff and consultants have all the necessary engineering and road design expertise for Project Delivery. All work must be done by or under the direct supervision of engineers licensed to practice in New Mexico. Engineers must demonstrate environmental sensitivity in design, knowledge of the County, State, and Federal requirements and the ability to work with the public throughout project development and completion.

Engineers shall complete design requirements in accordance with all applicable municipal, state and federal codes, laws and standards.

**F. 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. 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.
- f. 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.

**G. 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

(505) 992-6759 (office)  
(505) 989-3243 (fax)  
kkemery@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. Offerors may **ONLY** contact the Procurement Specialist regarding this procurement. Any communication regarding this procurement with any other persons or County employees could result in disqualification of the potential Respondent.

## **H. DEFINITION OF TERMINOLOGY**

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

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

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

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

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

“County” means Santa Fe County.

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

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

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

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

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

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

“Procurement 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 RFP.

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

### III. CONDITIONS GOVERNING THE PROCUREMENT

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

#### A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue RFP	Purchasing Division	July 29 & 30, 2018
2.	Pre-Proposal Conference 1:00pm	Owner/Purchasing Offerors	August 7, 2018
3.	Acknowledgement form due	Offerors	August 7, 2018
4.	Deadline to submit additional questions	Offerors	August 10, 2018
5.	Response to written questions	Purchasing Division	August 14, 2018
6.	Submission of proposal 2:00 PM	Offerors	August 23, 2018
7.	Proposal evaluation 2:00 PM	Evaluation Committee	August 24, 2018
8.	Selection of Finalists (Short List)	Evaluation Committee	August - 2018
9.	Oral Presentation by Finalists	Offeror	September - 2018
10.	Best and Final Offer from Finalist	Offeror	September - 2018
11.	Negotiations & Finalize Contract	County, Offeror	October - 2018
12.	BCC Meeting	County	October - 2018
13.	Contract award	County	October – 2018

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

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

2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled to occur on the date indicated in the Sequence of Events at Section III.A. The Pre-Proposal meeting will be held at the Santa Fe County Projects Conference Room located at 901 W. Alameda, Suite 20C, Santa Fe, N.M. 87501, at 1:00pm on August 7, 2018. Questions may be submitted at the Pre-Proposal Conference and until the date indicated in the Sequence of Events at Section III.A. All questions must be presented in writing. A public log will be kept of the names of potential offerors that attended the pre-proposal conference. ***Attendance at the Pre-Proposal conference is NOT MANDATORY, however attendance is strongly advised.***

3. Acknowledgement of Receipt Form Due

Potential offerors should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix B 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 ***August 7, 2018.***

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

4. Deadline to Submit Written Questions

Potential offerors may submit written questions regarding this RFP until the close of business on the date indicated in the Sequence of Events at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II, Paragraph G and sent via facsimile or e-mail. ***Any contact with any other County staff member other than the Procurement Manager named in this solicitation may 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 and/or addendums must be received by the Procurement Manager no later than one (1) day after the answers and/or addenda were issued.

6. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN 2:00 PM (MOUNTAIN DAYLIGHT TIME) ON August 23, 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, G. 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. 2019-0003-PW/KE. Proposals submitted by facsimile or other electronic means will not be accepted.

Proposals must be delivered to:

Karen Emery, Procurement Specialist, Senior  
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's who submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation

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)

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.

9. Best and Final Offers From Finalists (If applicable)

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

10. Oral Presentation by Finalists (If applicable)

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each offeror presentation.

11. Contract Negotiations

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

12. Contract Award

The County anticipates awarding the contract on the date in the Sequence of Events at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing 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 Office  
142 W. Palace Avenue (Second 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 terms and conditions of the contract template attached hereto as Appendix F.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

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

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement 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 Firm Offer

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

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

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

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Santa Fe County Procurement Manager 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 F.

16. Contract Deviations

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

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

18. Right to Waive Minor Irregularities

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

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting the County's

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

20. Notice

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

21. County Rights

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

22. Right to Publish

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

23. Ownership of Proposals

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

24. Electronic Mail Address Required

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

25. Preferences in Procurement by Santa Fe County

A. *New Mexico In-state Preference.*

New Mexico law, Section 13-1-22 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 business takes into consideration such activities as the business' payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**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 business preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix D.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 10% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror's score.

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

AND

C. *Santa Fe County 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 in-state, veteran or County preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

Additional information about obtaining the certificate as a resident contractor and resident veteran contractor may be found at: <http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx> and information about the Santa Fe County business Certificate at [www.santafecounty.org](http://www.santafecounty.org) (Quicklink Ordinances and Resolutions).

26. Double-Side 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”.

27. Living Wage

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

#### IV. RESPONSE FORMAT AND ORGANIZATION

##### A. NUMBER OF RESPONSES

An offeror shall submit one proposal in response to this RFP.

##### B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical copies of their proposal in a marked and sealed container to the location specified in Section III, Paragraph B, Number 6, on or before the closing date and time for receipt of proposals.

##### C. PROPOSAL FORMAT

The proposals shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11"x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty-five (25) numbered pages (printed sheet faces) of text no smaller than 12 point, and/or graphics. If there is any question as to the format requirements contact the Purchasing Manager for clarification prior to submittal of the proposal.

##### 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 Specifications – Evaluation Factors
- e) Campaign Contribution Disclosure Statement

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

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

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

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

2. Letter of Transmittal

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

- a) Identify the submitting 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 and e-mail of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers and e-mail 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 addendums or amendments to this RFP.
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix F.

## V. SPECIFICATIONS

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

### A. INFORMATION

#### Time Frame

The contract is scheduled to begin in or around October 2018. Santa Fe County intends on awarding contracts with a term of four (4) years, but may not exceed a total of eight (8) years for professional services.

### B. EVALUATION FACTORS

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 Technical Competence:

- Vision/mission and business philosophy
- Brief history of the firm in New Mexico
- Specific examples of best practices utilized by your firm
- List all design consultants and how they provide value to this project.
- Examples of highly successful aspects of projects similar to this project completed by the office submitting the proposal.
- Describe firm's specialized problem solving techniques or approaches, innovative practices/ideas, and advantages your team brings or offers to the project.

#### 2. Capacity and Capability

- Information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.
- Indicate relationship of the firm's/project team's current work load to the projected workload of this project and personnel in the New Mexico office.
- Indicate key personnel to be assigned to this project, their specific roles, experience and background.
- Provide brief resumes for the lead engineer and key project team members.

#### 3. Past Record of Performance

- Information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.
- 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.
- Describe any particular difficulties confronted in past projects and how the Offeror addressed and resolved the issues.

- Provide a minimum of three (3) design related projects completed within the last three (3) years where the Offeror provided similar services with name of client(s) point-of-contact and telephone number and/or Email.

4. Evidence of Understanding the Scope of Work (see Appendix A)

- Demonstrate a clear understanding of key project elements/goals.
- Explain any challenges that might be expected based on type of project, including continuing agency operations and functionality; project MACC, locations, site or other factors.  
[Please note: The County is not requesting a design solution from the Offeror. The intent of this section is to give the Offeror an opportunity to express professional observations based on the scope of work, site visits and interviews conducted during the preparation of the proposal.]

5. Proximity to and Familiarity with Santa Fe County

- Provide information relative to the project’s location and how members of the project team can respond to issues at the site.
- Demonstrate your team’s knowledge and familiarity with the project site.

6. New Mexico Produced Work

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

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

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

8. Offeror’s proposal contains a valid NM State Resident Business Certificate, the preference in accordance with §13-4-2 NMSA 1978, will be applied.
9. Offeror’s proposal contains a valid NM State Resident Veteran Business Certificate, the preference in accordance with §13-4-2 and §13-1-22 NMSA 1978, will be applied.
10. Offeror’s proposal contains a valid Santa Fe County Preference Certificate, the preference in accordance with Santa Fe County Ordinance #2012-4, will be applied.

**VI. EVALUATION OF PROPOSALS**

**A. EVALUATION SCORING**

The County will evaluate the content and substance of the offeror’s response to each evaluation factor and assign a numerical score not to exceed the maximum allowed score for that factor. The amount of discussion for each factor is an individual choice of the offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee.

Proposals will be scored based upon the Evaluation Committee’s review and consideration of the offeror’s response to each Evaluation Factor.

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

Based on the information in the Project Listing form, Offerors who do not list any previous or current projects/contracts for the County, or who indicate that all projects/contracts for the County are 75% or more complete will be given 50 points for this evaluation factor.

The following point deduction formula will be applied for projects/contracts that are less than 75% complete:

<u>Value of contract/ project</u>	<u>Deductions</u>
Less than \$25,000 .....	0 points
\$ 25,000 to \$ 35,000 .....	10 points
\$ 35,001 to \$ 50,000 .....	20 points
\$ 50,001 to \$100,000 .....	30 points
\$100,001 to \$150,000 .....	40 points
Greater than \$150,001 .....	50 points

**TOTAL: 1000 POINTS**

PREFERENCES

If an offeror’s proposal contains a valid NM State Resident Business Certificate or a NM Resident Veteran Business Certificate and/or a Santa Fe County Preference Certificate, the following points will be applied to an offeror’s total points:

8. NM State Resident Business Certificate ..... **50 points**

Or

9. Resident Veteran Business Certificate.....**100 points**

And

10. Santa Fe County Preference Certificate ..... **50 points**

**B. EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

1. All proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement 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 using the factors in Section V. 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. 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**

**PROJECT INTRODUCTION AND SCOPE OF WORK**

**Project Number: 6181**

**Type of Work: New Construction and Multimodal Improvements**

**Posted Route: Rabbit Road**

**Limits:**

**“Northeast Connector”:** Dinosaur Trail from approximately 300 feet east of Richards Avenue to Richards Avenue. Rabbit Road from Richards Avenue to approximately 5000 feet west of Richards Avenue. The “Northeast Connector” will parallel northbound I-25 approximately 140 feet south of the northbound I-25 alignment.

**“Southeast Connector”:** Intersection of Richards Avenue and Avenida Del Sur to approximately 5000 feet due east of Richards Avenue, turn roughly due north to intersect Rabbit Road.

**Total Study Length: Approximately 4.4 miles.**

**County: Santa Fe**

**Functional Classification: Minor Collector**

**Terrain Type: Urban**

**Construction Programmed Year: 2020**

**Anticipated Letting Date: December 2020**

**Project Manager: Justin Reese**

**Projects Engineer: Diego Gomez, P.E**

**Urban or Rural: Urban**

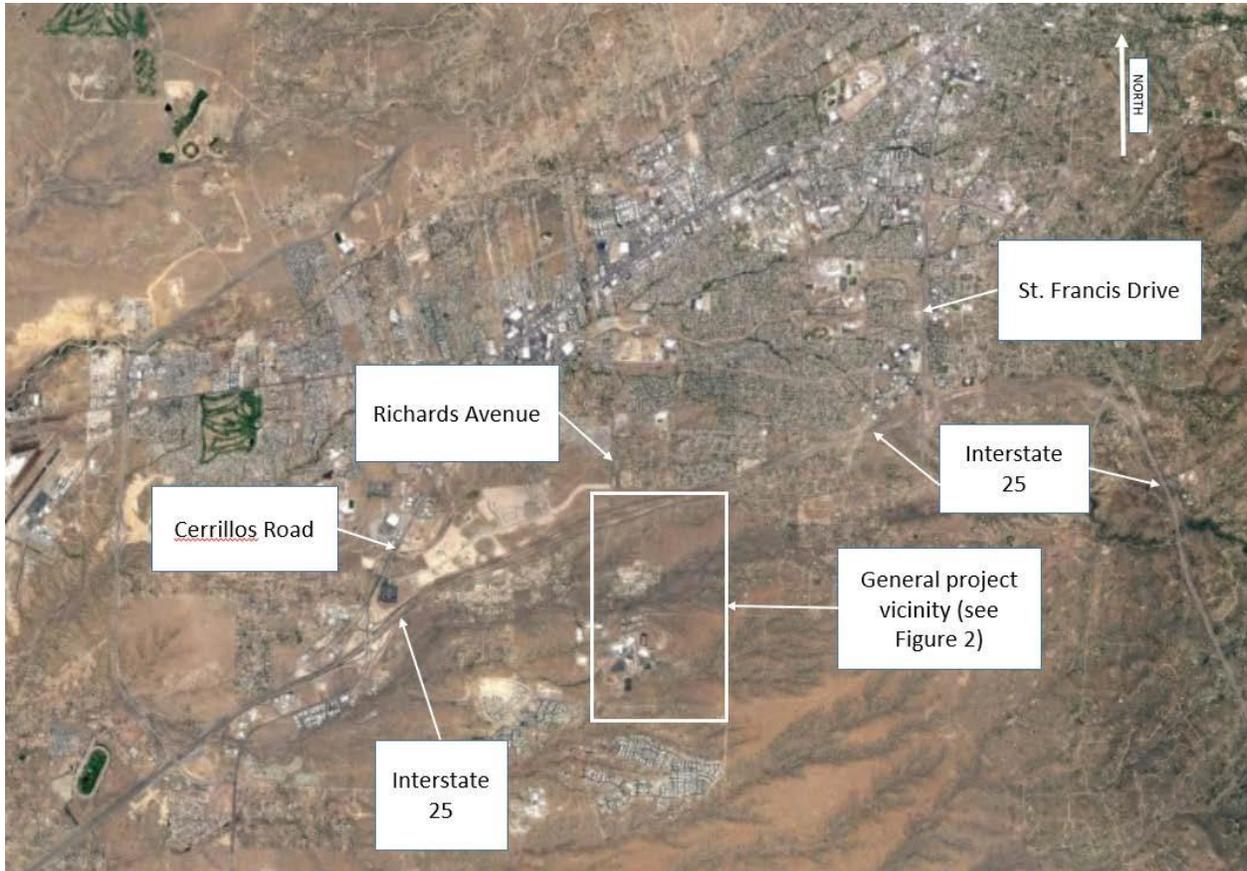


FIG. 1

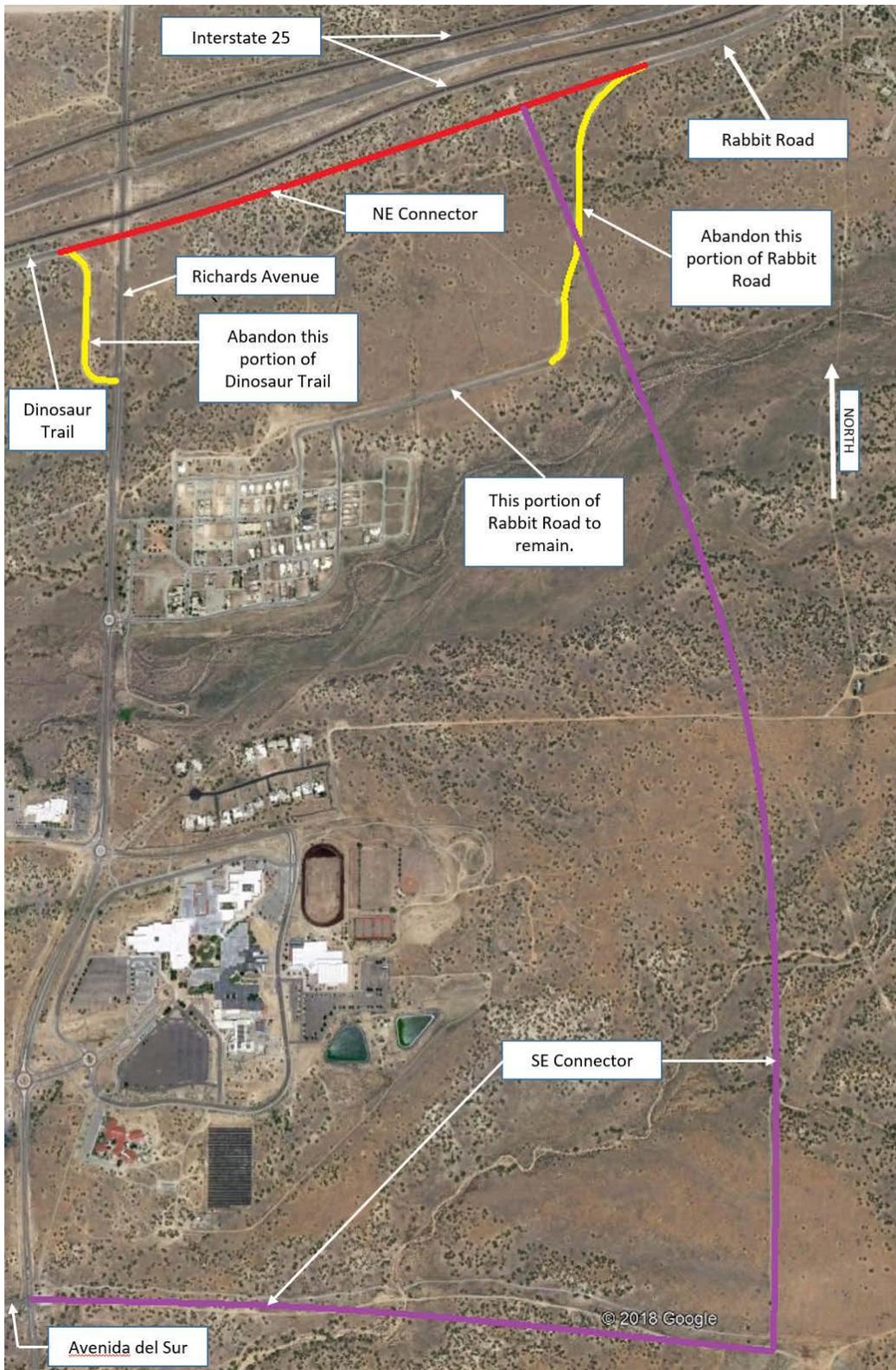


FIG. 2

The project must be designed in accordance with Santa Fe County Sustainable Land Development Code and the Santa Fe Community College Standards. In addition the geometry of the road must abide by the AASHTO requirements in the current edition of Geometric Design of Highways and Streets.

Design phases shall be performed in two phases:

**Phase I D: Preliminary Design**

**Phase II: Final Design**

The proposed services will include survey, preliminary design, 30%, 60%, constructability design files, 90%, PSE, and Final design as described under “Scope of Services” below. In addition the Engineer will coordinate with Santa Fe County (SFC) throughout the design of this project.

Santa Fe County (SFC) has already concluded a Phase A/B and C Study for this project. The Engineer will determine the environmental footprint and easement acquisition needs during preliminary design (including easement exhibits) and will coordinate with Santa Fe County, finalize needed environmental clearances, and allow for Santa Fe County to acquire needed easements.

The Engineer will provide estimated construction costs, project documentation, and all project specific specifications needed for this project. The Engineer may be required to interact with the public and other agencies to incorporate feedback throughout the design.

The Engineer will not be eligible to construct any portion of the project under New Mexico highway construction procurement laws, but shall be restricted to providing final design and engineering services with respect to such construction. Section 10-16-13 NMSA 1978 (1995 Repl.) also provides that no state agency shall accept any bid from a person who directly or indirectly participated in the preparation of specifications on which the competitive bidding was held. Thus, for example, the Engineer cannot design the project either directly or indirectly and bid on it for the construction.

The Successful Offeror (Engineer) is encouraged to submit a schedule that includes proposed timelines for survey, 30% Design, 60% Design, 90% Design, Final Design Review, Plan Submittal and all related tasks that represent how the Engineer intends to collect data, evaluate data, and produce reports without requests for changes in schedule. The offering Engineer is required to develop a schedule that supports the interim project improvement schedules identified.

The Engineer will provide easement exhibits at the 30% Design Submittal and will allow SFC time to acquire the necessary easements for design and construction. The engineer shall not proceed from 30% design to 60% design without written approval from SFC. It is estimated that it will take SFC one month to acquire the necessary easements once easements exhibits are received.

## **I. GENERAL INFORMATION/ EXISTING ROADWAY AND PRESENT CONDITIONS**

The project is located southeast of Interstate 25 in Santa Fe New Mexico (within Santa Fe County). The existing typical section of Rabbit Road from St Francis Drive west consists of 2-11 foot driving lanes and 5 foot shoulders. There are multiple drainage features within this section and bicycle traffic is prevalent.

Extensive coordination with Santa Fe County will be required during design of the project.

There are two portions to the project:

- New construction (extension) of Rabbit Road across Richards Avenue to Dinosaur Trail. The NE Connector will be constructed through undeveloped land southeast of I-25 between the Cerrillos Road and St. Francis Drive interchanges. The NE Connector will extend Dinosaur Trail from approximately 300 feet east of Richards Avenue to Richards Avenue and Rabbit Road from Richards Avenue to approximately 5000 feet west of Richards Avenue.
- New construction of the SE connector between the Richards Avenue/Avenida del Sur inter-section to Rabbit Road. The SE Connector will be constructed from the intersection of Richards Avenue and Avenida Del Sur to approximately 5000 feet due east of Richards Avenue, turning roughly due north to intersect Rabbit Road.

## **II. ENGINEER'S RESPONSIBILITIES, ACCURACY OF WORK, INDEMNIFICATION, AND PROFESSIONAL LIABILITY**

### **A. Engineer's Responsibilities**

The Engineer has total responsibility for the accuracy, completeness and correctness of the plans and related data prepared under the terms of the Contract and shall check all material accordingly. The plans will be reviewed by Santa Fe County for conformity with NMDOT procedures and SFC contract terms. Review by Santa Fe County does not include detailed review or checking of design components and related details or the accuracy with which such designs are depicted on the Plans. The Engineer shall not deviate from standard geometric design without the express written approval of Santa Fe County.

### **B. Accuracy of Work**

Acceptance of the work by Santa Fe County and contract termination does not constitute Santa Fe County approval and will not relieve the Engineer of the responsibility for subsequent corrections of any errors and omissions and the clarification of any ambiguities. The Engineer shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Engineer without additional compensation. If these errors and/or omissions are discovered during the

construction of the project they shall be corrected under Phase III services without additional compensation.

### **C. Indemnification – Professional Liability (Errors and Omissions)**

To the fullest extent permitted by law and subject to the provisions of Section 56-7-1 NMSA 1978 the Engineer shall defend, indemnify, and hold harmless Santa Fe County, acting through its agents, representatives, and employees, from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and the cost of appellate proceedings), arising out of or resulting from the Engineer's professional negligent acts, errors, mistakes or omissions. The Engineer's duty to defend, hold harmless and indemnify Santa Fe County shall arise in any connection with any claim, damage, loss or expense that is attributable to or caused by any negligent act, error or omission of the Engineer or anyone directly or indirectly employed by the Engineer or anyone for whose acts they may be liable.

This agreement to indemnify shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of: (1) the preparation or approval of maps, easement exhibits, drawings, reports, surveys, change orders, designs or specifications by Santa Fe County, or the agents or employees of Santa Fe County; or (2) the giving of or failure to give directions or instructions by Santa Fe County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damages to property. For purposes herein the Engineer is not considered an agent of Santa Fe County.

### **III. CONTRACT FEE**

- 1) It is the intent of Santa Fe County to negotiate the basic services at 8% of the Maximum Allowable Construction Cost (MACC). The fee for basic services generally is based on a percentage of the MACC which is \$9,600,000.00 and may be adjusted by design complexity, and scope of work. The MACC for the purpose of calculating the fee for basic services is not adjusted at the time of construction contract award. If, at any time, the MACC and/or the percentage are changed by amendment, the basic services fee shall be adjusted as appropriate. No fee adjustment shall be made for phases already completed.

### **IV. DESCRIPTION OF WORK RESPONSIBILITIES**

All work accomplished under the Contract shall be in accordance with the AASHTO "A Policy on the Geometric Design of Highway and Streets, 2004;" the NMDOT Survey Handbook (2000 edition); and other current NMDOT manuals, standards, guidelines, standard specifications and standard procedures.

The work performed by the Engineer shall be done in imperial units in accordance with the Guidelines for Geometric & Roadway Design and Surveying, or if required transit design guides. All documents shall have only imperial units including easement exhibits.

Any environmental investigation and documentation process, subsequent circulation, and public hearing(s), shall be completed in accordance with the NMDOT Location Study Procedures, and other applicable guidelines and regulations. Environmental investigations must include analyses of all issues mandated by the National Environmental Policy Act (NEPA) as well as other state and federal environmental legislation, including Executive Orders on Wetlands, Floodplains, and Environmental Justice.

Santa Fe County will provide review of the Engineer's work for conformity with NMDOT procedures and SFC contract terms. Review by Santa Fe County does not include detailed review or checking of design components and related details or the accuracy with which such is depicted. Santa Fe County acceptance of the Engineer's work product, plans, studies, does not alleviate the Engineer of the responsibility for the accuracy of their work.

Although every effort has been made to fully describe the scope of services it is anticipated that changes may be required during the course of the project to accommodate input from the public, other agencies within Santa Fe County and outside of Santa Fe County. Changes to the scope of work that may be required to provide a complete project shall be negotiated and authorized by an amendment to the Contract as they are identified.

All project reports, such as the Alignment Study Report, which will be used as references during the development of the project shall be bound and labeled on the spine of the report as well as on the cover. Each report shall be bound with project identification, including project number and route location, clearly printed on the spine of the report. This is intended to ease the retrieval of the many volumes of information. The Project Manager should be consulted before reports are bound.

#### **A. Engineer**

The Engineer shall be responsible for all studies, modeling, analysis, coordination, engineering, and all else necessary to complete the services requested in this RFP. It is the intent of Santa Fe County that the Engineer will have full latitude and complete responsibility for developing this project. All work accomplished under this contract shall be in accordance with NMDOT manuals, standards, guidelines, standard specifications and standard procedures, including, but not limited to: The latest editions of the AASHTO "A Policy on the Geometric Design of Highway and Streets; the Department's Survey Handbook ; NMDOT Location Study Procedures, A Guidebook for Alignment and Corridor Studies.

The Engineer shall use the latest editions of the NMDOT "Drainage Manual - Volume 1, Hydrology" or current revision, "Drainage Manual - Volume II Hydraulics, Sedimentation and Erosion" or current revision, NMDOT "Drainage Design Criteria", and "National Pollutant Discharge Elimination System Handbook" or current revision for methodologies in preparation of the Final Drainage Report.

For Context Sensitive Solutions, the Engineer is referred to NCHRP Report 480, “A Guide to Best Practices for Achieving Context Sensitive Solutions,” Transportation Research Board (TRB), 2002. An additional reference is Flexibility in Highway Design published by the FHWA.

The Engineer shall provide Phase I-D Preliminary Design Services and Phase II Final Design Services. The Services required include, but are not limited to the following:

**B. Phase I-D: Preliminary Design and Phase II: Final Design**

**1. Description:**

This work includes the preparation of plans and associated documents required to advertise and let the projects, and coordination of all design review meetings. All design work shall follow pertinent NMDOT Design Directives (which may be found at <http://dot.state.nm.us/content/nmdot/en/DesignDirectives.html>).

**2. Preliminary Field Review (PFR):**

The Engineer shall conduct a Preliminary Field Review (PFR). The PFR will be held to establish detailed project scoping.

**3. Design Plans and Contract Book:**

Preparation of these plans will include but is not limited to survey, pavement cores, Intersection layouts, pedestrian curb ramp design according to Public Right of Way Access Guidelines (PROWAG), and drop inlet re-design.

Provide preliminary (30% completion), pre-final (60% completion), constructability review, final (90% completion), and PS&E (100% completion) plans for the individual projects. Each submittal shall be accompanied by an estimate of construction costs. Project plans shall be prepared using NMDOT standards for general content and format.

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

- General Sheets
  - Title Sheet
  - Vicinity Map
  - Project Layout Sheet (if applicable)
  - Index of Sheets
  - Summary of Quantities
  - General Notes
  - Environmental commitments
- Miscellaneous Sheets
  - Typical Sections
  - Miscellaneous Details
  - Surfacing Schedule

- Structure Quantities
- Miscellaneous Quantities
- Intersection Layouts
- Curb and Gutter Layouts
- Erosion and Sediment Control
- Seeding and Landscaping (if applicable)
- Grading Plans (if applicable)
- Visual/Aesthetic Details
- Survey Data, Plan and Profiles Sheets
- Turnout Plan and Profiles Sheets (if applicable)
- Bridge Plans (if applicable)
- Traffic Control Plans
  - Notes
  - Sequence of Construction
  - Sign Face Details
  - Traffic Control Plans: The Engineer is to develop a proposed sequence of construction and traffic control plan for the construction of the project
- Permanent Signing and Striping Plans
  - Plans depicting signing and striping
  - Sign Face Details
- Lighting Plans (if applicable)
- Signalization Plans (if applicable)
- Waterline Plans
- Drainage Plans
  - Plan and Profile
  - Structure Sections
- Standard Drawings
 

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

  - Project Specific Notices to Contractors
  - Standard Notices to Contractors
  - Project Specific Special Provisions

### **C. Environmental Investigations and Documentation**

This effort will be limited to minor environmental updates to the existing certification document and a public meeting.

### **D. Public Involvement Plan (PIP)**

PIP must be submitted to Santa Fe County Project Manager prior to the public information meeting. The public information meeting will be held to solicit comments and concerns on the project from local stakeholders, affected agencies, and the

traveling public in order to evaluate valid recommendations from them for inclusion in the design of the project prior to construction.

Extensive contact lists and records of previous public meetings will be provided to the Engineer to facilitate the development and execution of the PIP. The PIP must be prepared in conformance with Context Sensitive Solution (CSS) methodologies and procedures and shall be developed by the Engineer for the project and will ensure the project values the issues of safety, mobility, and community values during each design phase of the project.

#### **E. Agency Coordination**

Agency coordination will include any agency with management responsibilities, all agencies with sensitive resource responsibilities and any agency that may have permit authority for project activities. The appropriate local, county, and state agencies, the public and other interested agencies will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the design development of the project. It is anticipated that coordination with the agencies listed below will be required during the design and construction of this project:

- **City of Santa Fe**
- **Santa Fe Community College**
- **Nearby Neighborhoods**
- **Santa Fe Metropolitan Planning Organization**

### **V. DELIVERABLES**

#### **A. Electronic Submittal of Design Data by Engineer**

All survey, mapping, and preliminary design data and computer-aided-drafting (CAD) drawing files supplied under contract shall be produced and submitted to Santa Fe County in Autodesk® AutoCAD 2016 and Autodesk® AutoCAD Civil 3D 2016. Electronic files submitted shall include, but are not limited to, geometry, points, surfaces, alignments, aerial imagery if acquired for photogrammetric mapping, coordinate system details, calibration reports, survey notes, survey field books (electronic and scanned field books with structure details), and survey data collection files. All consultant design related data files and computer-aided-drafting (CAD) drawing files supplied under contract must be created and submitted to Santa Fe County in a native Autodesk (.dwg) file format. In addition to the submitted cad drawing files, the consultant will deliver current Adobe PDF files of the drawings/plan sets. All Final CAD drawings must be located in the standard NMDOT Project Directory Structure. Reviewed drawings/plan sets that do not conform to current CAD Standards will be returned with comments & requested corrections. Santa Fe County will only accept projects delivered on CD-ROM, DVD, flash drive or external hard drive. Data is not to be compressed by any software.

**B. Environmental Documentation**

If additional services for Environmental Documentation are required for this project, those services will be negotiated and added by contract amendment. The services will be detailed in the amendment to contract.

**C. Drainage Reports**

The Engineer shall provide up to five (5) bound copies and one (1) CD (or DVD or USB) containing an electronic file (.pdf format) of the Preliminary and Final Drainage Reports to Santa Fe County.

**D. Preliminary and Pre-Final Design Plans**

The Engineer shall submit and distribute up to five (5) bound sets of plans (11" x 17" reduced) and one (1) CD containing an electronic file (.pdf format) of plans for each design. The Engineer shall provide minutes of all meetings, including comments received, and responses which include corrective action to the Project Manager. These minutes and design reports will be submitted within two (2) weeks of the plan review meeting.

**D. Easement Exhibits**

It is estimated that five (5) easement exhibits will be required as part of this design. The easement exhibits will be provided to SFC at the 30% design submittal.

**V. SANTA FE COUNTY SHALL PROVIDE**

Santa Fe County will furnish the following to the Engineer.

- Electronic copies of reports and data
- Current traffic counts and 2035 Travel Demand forecast data including turning movements performed by SFMPO/NMDOT. (if data will not be available the Engineer will be obligated to provide the applicable and appropriate data)
- Available crash data
- Santa Fe County Alignment Study Report.
- Environmental documentation and mitigation measures.

## **VII. SANTA FE COUNTY REVIEW**

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

## **VIII. SCOPE OF SERVICES**

### **A. Aerial Photography, Survey and Mapping**

The Engineer shall provide controlled location and topographic survey and digitized cross-sections. Determination of the existing property boundaries and the easements required shall be determined by the Engineer. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor.

### **B. Easement Mapping**

The engineer will determine the easement needs for the project and coordinate with Santa Fe County. The Engineer shall produce the easement exhibits and any surveying documents associated with the acquisition of private property necessary for completion of the project. Santa Fe County will assign a Real Property Specialist to coordinate with the Engineer and record the easements in the Clerk's office.

### **C. Sub-Surface Utility Engineering (SUE)**

Quality Level C is anticipated for this project. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

If potential conflicts are identified during the design process, the Engineer will be responsible for Quality Level A locating by pothole exploration and associated survey required to establish proper project control. Coordination with all effected Utility Companies will be required for private Utility relocation design.

The Engineer will be responsible for the design of a 12 inch potable water line along the SE Connector. The water line is estimated to be 4000 feet in length and will run from the east limits of the SE Connector, 4000 feet to the north along the SE connector.

The Engineer shall design the waterline in accordance with the Santa Fe County 2014 Design Guide.

## **E. Preliminary/Final Drainage Report**

The Engineer shall be responsible for the preparation of Preliminary and Final Drainage Study Reports. The drainage reports will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any of the problems.

### **1. Preliminary Drainage Study Report**

The Preliminary Drainage Report shall summarize the results of the preliminary drainage analysis. The report shall include:

- Discussion of soil types;
- Rainfall Depths and Intensities
- Vegetation and land use distribution;
- Curve number or rational formula “C” calculations;
- Time of concentration calculations;
- Drainage area topographic map with existing structures inventory;
- Drainage basin and sub-basin areas;
- Design (50yr) and 100-year discharges and their corresponding headwater depths;
- Summary of the drainage field inspection results and drainage structure field inspection forms;
- Construction Maintenance Easement’s (CME) required to construct & maintain the structures;
- Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis;
- Preliminary erosion protection and energy dissipaters design and preliminary details.

The format of the drainage report should be as follows:

1. Introduction
2. Site Description
3. Background
4. Location Project
5. Hydrology Analysis
6. Hydraulic Analysis
7. Scour Analysis
8. Summary Recommendations
9. References
10. Appendix

The preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Scope Report and the Final Drainage Report. The Preliminary Drainage Report shall include preliminary design and locations of drop inlets, trunk lines,

other preliminary drainage data, and dimensions of CME's and ponds needed. **2. Preliminary Drainage Study Report**

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

In preparing the Final Drainage Report, the Engineer shall perform, on all major structures or channels, a hydraulic analysis using the HEC 2, HECRAS or WSPRO computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Final Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures.

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

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

The Engineer shall use the NMDOT "Drainage Manual - Volume 1, Hydrology, 1995" or current revision, "Drainage Manual - Volume II Hydraulics, Sedimentation and Erosion 1998" or current revision, and "National Pollutant Discharge Elimination System Handbook, December 2012" or current revision for methodologies in preparation of the Final.

## **F. Final Geotechnical Report**

The geotechnical scope for this project will consist of performing geotechnical field exploration activities (soil borings/rock cores, documenting groundwater conditions, etc.) performing laboratory testing, and providing preliminary and final geotechnical and foundation design recommendations. The final geotechnical and foundation reports shall provide design information as required for lighting foundations and other structures. The depth and frequency of the borings shall be determined in accordance with the latest LRFD Bridge Design Specifications and NMDOT Materials Geotechnical Manual. At least two weeks prior to mobilizing to the site, a copy of the boring plan shall be submitted to the SFC Projects Engineer for approval. A draft copy of the preliminary and

final geotechnical and foundation reports shall be provided to the Projects Engineer for review.

#### **F. Pavement Subgrade Soils Field Exploration and Laboratory Testing**

- The Engineer will be required to provide field exploration consisting of the following:
  - Subgrade testing at ¼ mile intervals to depths of 5 feet below existing surfacing. SPT N-blow counts will be required.
- For purpose of proposal, estimate 2 soil samples per ¼ mile for entire length of project, in one direction, perform the following geotechnical laboratory tests on each sample according to applicable AASHTO standards including, but not limited to, the following:
  - Sieve Analysis (including Minus No. 200 Wash);
  - Atterberg Limits
  - Moisture Content
  - Resilient *Modulus* (AASHTO T307-Current)
  - R –Value (AASHTO T-190)
- At completion of subgrade laboratory testing, Engineer will use these results to recommend a pavement design.
- For purpose of this proposal, provide cost estimate for stabilization testing services. If Santa Fe County directs the engineer to perform lime stabilization testing based on the initial soil testing results then the engineer shall perform laboratory tests on each sample to be tested for lime stabilization according to applicable AASHTO standards including, but not limited to, the following:
  1. Lime stabilization testing
    - Eades and Grimes (ASTM D 6276)
      - Lime Content of 3%, 5%, 7%
    - Sulfate content (AASHTO T290) – estimate 10 samples
    - R-value on stabilized sample – estimate 3 tests
    - Compressive Strength on stabilized sample – estimate 3 tests

#### **G. Final Traffic Analysis and Modeling**

Santa Fe County, through its consultant, has completed a phase A/B study and subsequent traffic analysis for the two alternatives. The Engineer will be required to complete the full traffic analysis and modeling of the proposed alternative developed and determined the expected level of service for a 10 year horizon and the year 2040, which will be included in the Phase D (Preliminary Design) Services.

## **H. PHASE I SERVICES**

### **PHASE I-D: PRELIMINARY DESIGN**

- Public Involvement Program
- Traffic Analysis and Modeling
- Final Geotechnical Report
- Preliminary and Final Drainage Report
- SUE Quality Level C – Designation
- Utility Identification, Utility Conflict Analysis and Impact Plans
- Preliminary Roadway Design Plans
- Preliminary Bridge Design Plans
- Preliminary signing, striping, signal, lighting, ITS and traffic control plans
- Advanced Right-of-Way Preservation effort to include Right of Way mapping & Title Work
- Engineer’s Estimate
- Quality Control of Plans

### **PHASE II SERVICES – FINAL DESIGN**

- Coordination
- Constructability and Traffic Control
- Environmental Follow-Up including: preparation of general notes and environmental requirements for inclusion into the plans and any environmental stipulations in agency permits or correspondence, and environmental reevaluation documentation as required.
- SUE Quality Level C
- NPDES
- Amendment of Final Drainage Report (as required)
- Amendment of Final Geotechnical Report (as required)
- Bridge Selection Report
- Pre-Final and Final Roadway Design Plan (to include, but not limited to, roadway, bridge, drainage, ITS, signing, striping, lighting, signal design plans)
- PS&E
- Production Submittal (including all necessary contract documents)

## **XI. COORDINATION**

The Engineer will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with all property owners and federal, state, city, county, schools and other agencies or stakeholders having jurisdiction or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be completed by the Engineer including work completed by sub-contractors working under this contract. For any required formal (written) approvals, the Engineer will provide Santa Fe County with all required data and draft letters of transmittal. The Engineer shall also be responsible for documentation of all coordination efforts and, as required, providing project status presentations to Santa Fe County management, local government, or other stakeholders.

*In the event additional services are needed to fulfill the overall intent of the scope of work, Santa Fe County at its discretion, may negotiate a fair and reasonable price with the selected consultant for those additional services. This is not meant to negotiate additional work that may be interpreted as a stand-alone or separate project.*

**APPENDIX B**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**RFP #2019-0003-PW/KE  
NE/SE CONNECTOR ROAD PROJECT**

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 F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **August 7, 2018**. 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.

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](mailto:kkemery@santafecountynm.gov)

## APPENDIX C

### 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 D**

**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 the box only:**

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**APPENDIX E**

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

**(Complete for Offeror and each Engineer)  
(Use separate sheet for each Firm or Project Team)**

**FIRM:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

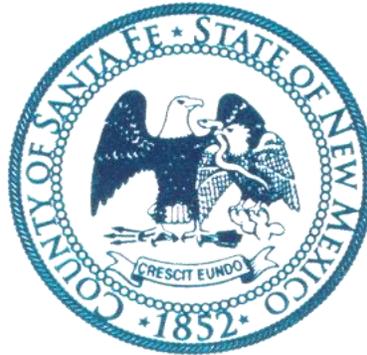
<b>PROJECT DIRECTLY AWARDED TO FIRM</b>	<b>AWARD DATE</b>	<b>CONTRACT DATE</b>	<b>AMOUNT</b>	<b>% COMPLETE</b>
1.				
2.				
3.				
4.				
5.				

**APPENDIX F  
SAMPLE ENGINEERING AGREEMENT**

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

**PROJECT: NE/SE CONNECTOR ROAD PROJECT Contract No. 2019-0003-PW/KE**

**PROJECT LOCATION:** Northeast Connector: Dinosaur Trail east of Richards Avenue to Richards Avenue and Rabbit Road The Northeast Connector will parallel northbound I-25 approximately 140 feet south of the northbound I-25 alignment. The Southeast Connector will intersect Richards Avenue and Avenida Del Sur east of Richards Avenue and intersect Rabbit Road.



**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 the Engineer, 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  
Company Name  
Street Address  
City, State and Zip Code  
TELEPHONE:  
E-Mail:

## RECITALS

**WHEREAS**, the County needs the services of a professional licensed engineer for Engineering Design Services for the NE/SE Connector Road Project; and

**WHEREAS**, in accordance with Section 13-1-112, NMSA 1978, of the Procurement Code, and the Santa Fe County Purchasing Regulations and Policy Manual, the County issued Request for Proposal (RFP) No. 2019-0003-PW/KE; 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 purpose of the NE/SE Connector is to provide better connectivity through the roads in the Community College area. The NE/SE Connector will reduce traffic along Richards Avenue and provide an additional access to the Community College.

### 2. SCOPE OF WORK

### 3. COMPENSATION, INVOICING, AND SET-OFF

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

- 1) The fee for basic services generally is based on a percentage (8%) of the Maximum Allowable Construction Cost (MACC) which is \$9,600,000.00 and may be adjusted by design complexity, and scope of work. The MACC for the purpose of calculating the fee for basic services is not adjusted at the time of construction contract award. If, at any time, the MACC and/or the percentage are changed by amendment, the basic services fee shall be adjusted as appropriate. No fee adjustment shall be made for phases already completed.
- 2) 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).
- 3) 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.
- 4) 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.

- C. 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.
- D. 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.
- E. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.
- F. The County will provide or make available to Contractor, at no cost to Contractor, such GIS data or digital files as are necessary for Contractor to complete the Scope of Work under this Agreement. Such GIS data files (e.g. shapefile, mosaic, images), if available for the project, will include without limitation GIS data files pertaining to areas within half of a mile on either side of the project reach corridor and any other GIS data or records that the Contractor deems necessary for the Contractor to satisfactorily complete the Scope of Work under this Agreement. Contractor agrees to use the GIS data or digital files solely for purposes of completion of the Scope of Work under this Agreement. Contractor agrees to provide the County with, or share, at no cost to the County electronic copies of any digital mapping files (aka GIS data) produced by the Contractor under this Agreement. GIS data, if generated for the project, shall be provided by the Contractor in ESRI feature classes file geodatabase or shapefile formats compatible with ArcGIS 10.3.1. All GIS datasets will reference the New Mexico State Plane Coordinate System,

Central Zone, NAD1983\_HARN in units of U.S. Survey Feet  
(NAD\_1983\_HARN\_StatePlane\_New\_Mexico\_FIPS\_3002\_Feet).

Contractor understands and acknowledges that the County assumes no liability for the accuracy of the GIS data or digital files, or errors associated with the GIS data or digital files, or the use of GIS data or digital files provided by the County. Contractor is solely responsible for confirming the accuracy of GIS data or digital files obtained from the County under this Agreement.

#### **4. ENGINEER'S BASIC SERVICES**

The Engineer shall provide the following Basic Services:

**A. Study and Report Phase.**

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

**B. Preliminary Design, Study and Report Phase**

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

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

#### C. Final Design Phase

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

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

#### D. Bidding and Negotiating Phase

The Engineer shall:

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

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

#### E. Construction Phase

The Engineer shall:

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

#### F. Project Closeout and 11 Month Warranty Inspection Phase

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

Engineer shall obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

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

## **5. REIMBURSABLES**

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

## **6. ADDITIONAL SERVICES**

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

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

**7. EXHIBITS LIST**

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

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of last signature of the parties below.

**SANTA FE COUNTY**

\_\_\_\_\_  
 Anna Hansen, Chair  
 Santa Fe Board of County Commissioners

\_\_\_\_\_  
 Date

**ATTESTATION:**

\_\_\_\_\_  
 Geraldine Salazar  
 Santa Fe County Attorney

\_\_\_\_\_  
 Date

Approved as to form:

\_\_\_\_\_  
 R. Bruce Frederick  
 Santa Fe County Attorney

\_\_\_\_\_  
 Date

Finance Department:

\_\_\_\_\_  
 Stephanie S. Clarke  
 Finance Director

\_\_\_\_\_  
 Date

**ENGINEER**

\_\_\_\_\_  
 \_\_\_\_\_  
 (print name and title)

\_\_\_\_\_  
 Date

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



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

2013 Edition, Version 1.0, Part B of the Agreement

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

**1. SCOPE OF WORK**

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

**2. EFFECTIVE DATE AND TERM**

The Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties on Part A and shall terminate four years later, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

**3. ADDITIONAL SERVICES**

- A. The parties agree that all tasks set forth in Section 1 (Scope of Work) above and Section 4 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 3 (Compensation, Invoicing, and Set-Off) of Part A of this Agreement, and for no other cost, amount, fee, or expense.

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

#### **4. TERMINATION**

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

#### **5. APPROPRIATIONS AND AUTHORIZATIONS**

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

#### **6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL**

- A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County.

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

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

C. Personnel.

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

## **7. ASSIGNMENT**

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

## **8. RELEASE**

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

## **9. CONFIDENTIALITY**

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

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

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

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

**11. CONFLICT OF INTEREST**

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

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

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

**13. ENTIRE AGREEMENT; INTEGRATION**

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

**14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE**

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

**15. NOTICE OF PENALTIES**

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

**16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. Engineer agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Engineer specifically agrees not to discriminate against any person with regard to employment with Engineer or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national

origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

- B. Engineer acknowledges and agrees that failure to comply with this Section shall constitute a material breach of the Agreement.

#### **17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

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

#### **18. RECORDS AND INSPECTIONS**

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

#### **19. INDEMNIFICATION**

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

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

**20. SEVERABILITY**

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

**21. NOTICES**

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

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

To the Engineer:                \_\_\_\_\_  
     \_\_\_\_\_  
     \_\_\_\_\_

**22. ENGINEER’S REPRESENTATIONS AND WARRANTIES**

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

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

### **23. LIMITATION OF LIABILITY**

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

### **24. NO THIRD-PARTY BENEFICIARIES**

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

### **25. INSURANCE**

- A. General Conditions. Engineer shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be named additional insured on the policy.
- C. Workers' Compensation Insurance. Engineer shall comply with the provisions of the Workers' Compensation Act.
- D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.
- E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Engineer shall increase the maximum limits of any insurance required herein.

**26. PERMITS, FEES, AND LICENSES**

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

**27. FACSIMILE SIGNATURES**

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

**28. NEW MEXICO TORT CLAIMS ACT**

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

**29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

**30. SURVIVAL**

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