

**SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**



**CR-55A GENERAL GOODWIN ROAD IMPROVEMENTS**



**NM Commodity Code(s): 90735, 92533**

**RFP No. 2024-0286-PW/JL**

**August 2024**

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**I. ADVERTISEMENT**  
**SANTA FE COUNTY**  
**Engineering Services Cr-55a General Goodwin Road Improvements**  
**RFP No. 2024-0286-PW/JL**

Santa Fe County requests proposals from qualified Engineering firms to provide design services required for various road improvements for County Rd. 55A, General Goodwin Road in Santa Fe, New Mexico. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals must be received by **2:00PM on Tuesday, September 17, 2024 at the Santa Fe County Purchasing Division, 102 Grant Avenue, (First Floor), Santa Fe, NM 87501**. The submission of Proposals **will also be accepted electronically** utilizing a Drop Box. Please utilize this link to upload your proposal submission.

<https://www.dropbox.com/request/pRo3mTuVaBHxgftf1w9f>

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

A non-mandatory **Pre-Proposal Conference** will be held at **1:30 PM on Tuesday, August 27, 2024, online via WebEx using link provided below or by calling (408) 418-9388 meeting number: 2485 553 1406. Attendance is not mandatory but highly recommended.**

<https://sfco.webex.com/sfco/j.php?MTID=mc0580573e1b6437c4be3180a1a6972ec>

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

Request for Proposals will be available by contacting Jack Love, Procurement Specialist Senior, 102 Grant Avenue, (First Floor) Santa Fe, New Mexico 87501, or by telephone at (505) 986-6209 or by email at [jalove@santafecountynm.gov](mailto:jalove@santafecountynm.gov) or on our website at <https://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations>.

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

Santa Fe County Public Works Department  
Published August 18<sup>th</sup> & 19<sup>th</sup>, 2024

## II. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSAL

A primary objective of Santa Fe County Public Works is to provide safe and well-constructed roadways for residents. CR-55A General Goodwin Road, once a primitive road now serves many residents, and no longer can safely accommodate the traffic load. Inadequate drainage capacity and a non-paved road surface has at times made safe passage very difficult and impossible during some flooding events. This roadway has historically had serious drainage problems during heavy rain events and Santa Fe County is seeking design solutions to mitigate these effects.

Offerors must read and understand the requirements of the RFP.

### B. GENERAL PROJECT INFORMATION

The project begins at the intersection of CR-55A General Goodwin Road at NM-14 and extends to the east for approximately 2.17 miles, where it ends at the low water crossing for the Galisteo River. See map on page 7.

There exists a  $\pm 1.5$  mile section of roadway that collects the runoff from elevated terrain lying to the northeast. The runoff cannot be diverted from this section due to the BNSF (NMRX R/W) railroad track bed running parallel to the roadway. This water gathers along the south side of the road increasing in volume as it flows northwest, towards the only drain point under the railroad track bed, a private driveway near the end of the section.

#### a. **Existing Road Typical Section(s):**

The existing road section is natural ground and some basecourse in locations which is contaminated with natural ground. There are defined borrow ditches in some areas and minimal shoulder widths. The driving surface width varies from 22' to as narrow as 16'.

#### b. **Existing Right of Way:**

The design engineer will be required to verify and design for possibility of encroachment within the NM Hwy. 14 right of way at the BOP to address drainage concerns. Any design must take into consideration the need to maintain full-time access for residential and emergency access, with special attention given to a proposed drainage structure at the large arroyo (STA. 30+50, previous design).

**c. Existing Intersection(s):**

Within the project area there are 2 intersections (private roads):

- Rainbows End, Lt.
- Trestle Creek Road, Lt.

**d. Existing Driveway(s):**

There are approximately 10 driveways, on both sides of the existing roadway, that will be impacted. Temporary Construction Permits may be required to tie these driveways into a new roadway depending on extent of right-of-way.

**e. Existing Utilities:**

Engineer will be responsible to identify and locate all utilities within the project area. A fiber optic conduit and several manholes were installed in the roadway several years ago.

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## General Goodwin Road Location



## General Goodwin Road Location

### C. SCOPE OF WORK

The Engineer shall be responsible for all aspects of the project development necessary to complete the work described herein. The Engineer will have full latitude and complete responsibility for developing this project from study and report phase through post construction phase. Changes to the scope of work, that may be required to complete the project, shall be negotiated and authorized by an amendment to the Contract as they are identified.

The work performed by the Engineer shall be per the 2019 edition of the New Mexico Department of Transportation Specifications for Bridge and Highway Construction, or other specifications as deemed appropriate by designer, and the Santa Fe County Sustainable Land Development Code, as relevant to project.

Engineer Shall:

#### BASIC SERVICES

The basic services shall include, but not limited to, the following:

1. Study and Report Phase
2. Preliminary Design Phase
3. Final Design Phase
4. Bidding or Negotiating Phase
5. Construction Phase
6. Post-Construction Phase

#### ADDITIONAL SERVICES

The additional services shall include, but are not limited to, the following:

1. Resident Project Representative (RPR)
2. Post Construction Analysis and Report

#### a. Phase I-A Study and Report Phase

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

1. Information gathering;
2. Existing conditions assessment;
3. Survey and/or mapping, as required;



4. Stakeholder, utilities, and property owner coordination;
5. Public involvement meeting;
6. Preliminary Drainage Assessment;
7. Geotechnical Scoping Assessment;
8. Constructability, and construction cost estimates;
9. Detailed engineering analysis;

**b. Phase I-B Environmental Review**

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

1. Environmental Investigations, if necessary.

**c. Phase I-C Preliminary Design**

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

1. Location Survey and Mapping
2. Preliminary Roadway, Construction Phasing, and Traffic Control Design Plans
3. 30% Design and Constructability Reviews
4. Preliminary Drainage Study and Report
5. Preliminary Engineering Estimate
6. Preliminary Geotechnical exploration, design, and reporting
7. Subgrade soils testing and pavement design;
8. The design will incorporate standards to meet a 50-year flood event, and evaluation for a 100-year over- topping event.

**d. Phase II Final Design**

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

1. Public involvement and relations;
2. National Pollutant Discharge Elimination System (NPDES);
3. Final Geotechnical Investigations and Reports;
4. Final Drainage Study and Report, and FEMA flood plain application (if required); Pre-Final (60% completion), Final (90% completion), and PS&E (100%) completion)
5. Roadway, Signing, Striping, Traffic Control Plans
6. Design and Constructability Review

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

- General Sheets
  - Title Sheet; Vicinity Map; Project Layout Sheet; Index of Sheets; Summary

of Quantities; General Notes; Miscellaneous Sheets; Typical Sections; Miscellaneous Details; Surfacing Schedule; Structure Quantities; Miscellaneous Quantities; Guardrail Layouts (if applicable); Erosion and Sediment Control; Seeding (if applicable); Grading Plans

- Plan and Profiles Sheets
  - Mainline, and Turnout Profiles (if applicable)
- Retaining Wall Plans (if applicable)
  - General Notes; Estimate of Quantities; Location Plan, Elevation, and Typical Section; Foundation Notes as appropriate; Reinforcing Schedule
- Traffic Control Plans
  - Notes; Sequence of Construction; Sign Face Details; Traffic Control Phasing Plans
- Permanent Signing and Striping Plans
  - Notes; Estimate of Quantities; Permanent Signing and Striping Plans; Special Signs (if applicable); Sign Face Details
- Drainage Plans (if applicable)
  - Plan and Profile; Structure Sections; NMDOT SDHBC typical drawings may be acceptable
- Roadway and Earthwork Cross-Sections

#### Design Completion Reviews:

The Engineer shall schedule and conduct the project design reviews. The County will provide a review of the Engineer's work for conformity with the County's procedures and the Contract terms only.

Review by the County does not include a detailed review or checking of design components and related details for accuracy. County acceptance of the Engineer's work product, plans, studies, etc., does not constitute County approval. Provide Grade and Drain plans (60% completion), a constructability review, Plan-in- Hand (90% completion), and PS&E (100% completion) plans for the project to be finalized. Project plans will include proposed horizontal and vertical alignment, typical roadway sections, intersection layouts, slope limits, right-of-way requirements, utility relocation/adjustment requirements, and preliminary earthwork analysis. Plans shall be prepared for the alignment and typical sections, as approved by the County, and in accordance with any applicable provisions of the County's Sustainable Land Development Code (SLDC).

#### **v. Phase III Services – Engineering Services during Construction**

Services to be provided by the Engineer during Construction. Engineering Technical Support Services during Construction will comprised of:

- Project Representative Services

- Review and answer RFI's
- Review Submittals
- Review of Change Orders
- Review of Pay Applications
- Construction Inspection Services
- Notice of Claim Review and Support Services
- QA Material Testing Services
- Prepare shop drawing, if needed

vi. **Deliverables**

a. Phase I-A Study and report phase

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

b. Phase I-C Services – Preliminary Design

The Engineer shall submit electronic copy of plans via (1) flash drive or FTP site containing an electronic file (.pdf format) of plans for the preliminary design review.

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

c. Construction Documents

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

d. Engineer Coordination

The Engineer will be responsible for all coordination necessary to accomplish the work required by the Contract. This responsibility shall include coordination with all property owners, utility owners, and any other parties having jurisdiction or interest in the project. This will include obtaining written approvals and/or concurrence on all work that is to be completed by the Engineer including work completed by sub-contractors working under the Contract. Additional items will include scheduling design reviews, distribution of plans and documents, documenting interviews with property owners, performing regularly scheduled progress meetings and dissemination of agendas and minutes, and

updating engineer's estimate of probable cost as necessary, and any other tasks deemed necessary to assure project workflow.

e. Agency Coordination

Agency coordination will include any agency or entity with management responsibilities and/or permit authority for project activities. The Engineer will coordinate environmental and cultural resources mitigation measures (if applicable).

f. Additional Engineering Services (as deemed necessary)

1. Location & Topographic Survey
2. Photogrammetry (As needed to supplement the data provided by the County)
3. Computer Mapping (As needed to supplement the data provided by the County)
4. Graphics File (As needed to supplement the data provided by the County)
5. Right-of-Way & Monumentation Mapping
6. Planimetric Plan and Profile Sheet Files
7. Survey Note Sheet File
8. Subsurface Utility Engineering Services and Coordination
9. Sheet Boundaries or Reference Marks
10. Subsurface Utility Engineering Services and Coordination

g. Pavement Subgrade Soils Field Exploration and Laboratory Testing and Reports

The Engineer shall provide field exploration and perform laboratory testing of existing roadway surface/ subgrade samples collected, and provide test summaries for testing frequency. The field exploration and laboratory testing for two-lane roadway shall consist of the following:

- Bore sampling at sufficient intervals.
- Submit a Boring Location Plan before field exploration.

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

- Sieve Analysis (including Minus No. 200 Wash);
- Atterberg Limits;
- Moisture Content;
- R-Value.

The Engineer shall provide one (1) electronic copy (.pdf format) of the draft Pavement Design Report to the County for review.

h. Final Design Reports

The Engineer shall prepare and submit to the County Project Manager reports after the

grade and drain (60%) design, plan-in-hand (90%) design reviews, and PS&E office review detailing project status, minutes, and required plan modifications within one (1) week of holding reviews.

i. Preliminary Drainage Report

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

j. Final Drainage Report

In preparing the Final Drainage Report, the Engineer shall perform, on all major structures or channels, a hydraulic analysis using appropriate hydraulic modeling software as approved by the County for the proposed conditions. If Section 401 and 404 applications are required, the Engineer shall prepare and submit the necessary applications with the approval and signature of the County Floodplain Administrator. This work will be included in Phase II Services.

The construction plans, prepared during Phase II Services shall include data such as hydraulic grade line for 100-year discharge: invert elevations, slopes, velocities, and discharges.

k. SWPPP

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

l. National Pollutant Discharge Elimination System (NPDES)

The Engineer shall prepare an erosion and sediment control plan. The completed plans shall include temporary erosion and sediment control measures following the NPDES requirements.

m. Preliminary Property Ownership Maps:

If encroachments are identified and/or right-of-way maps are required, provide Preliminary Property Ownership Layout Maps. Preliminary property ownership maps are for informational purposes only and do not require boundary retracement efforts to identify assessor information on a clearly illustrated map.

n. Right-of-Way Maps, Title Reports, and Monumentation Maps

Submit one (1) electronic copy of the final accepted right-of-way maps to the County.

o. Preliminary and Final Geotechnical Reports

Provide one paper (1) copy and one (1) electronic download containing all deliverables



generated during design. Reports shall include the calculations. Deliver reports and electronic copies to the County Project Manager.

**D. INSURANCE REQUIREMENTS**

The insurance required by Offeror are listed below.

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

**E. DESIGNATED PROCUREMENT SPECIALIST**

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

Jack Love, Procurement Specialist Senior  
Santa Fe County Purchasing Division  
102 Grant Avenue, First Floor  
Santa Fe, NM 87501  
Phone: (505) 986-6209

Email: [Jalove@santafecountynm.gov](mailto:Jalove@santafecountynm.gov)

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

**F. DEFINITION OF TERMINOLOGY**

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

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

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

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

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

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

**“County”** means Santa Fe County.

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

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

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

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

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

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

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

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

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

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

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

### III. CONDITIONS GOVERNING THE PROCUREMENT

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

#### A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issuance of RFP	Purchasing Division	August 18 <sup>th</sup> & 19 <sup>th</sup> , 2024
2. Pre-Proposal Conference	Owner/Offerors/ Purchasing	August 27, 2024
3. Acknowledgement of Receipt Form	Offerors	August 28, 2024
4. Deadline to Submit Additional Questions	Offerors	August 30, 2024
5. Response to Written Questions	Purchasing Division	September 4 <sup>th</sup> , 2024
<b>6. Submission of Proposal</b>	Offerors	September 17 <sup>th</sup> , 2024 2:00 p.m.
7. Proposal Evaluation Review	Evaluation Committee	TBD
8. Selection of Finalist	Evaluation Committee	TBD
9. Oral Presentation by Finalists (if applicable)	Offeror	TBD
10. Contract Negotiations	County, Offeror	TBD
11. Contract Award	Purchasing Division	TBD

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

**B. EXPLANATION OF EVENTS**

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

**1. Issuance of RFP**

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

**2. Pre-Proposal Conference**

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

**3. Acknowledgement of Receipt Form**

Potential offerors should hand-deliver, return by facsimile or e-mail the Acknowledgement of Receipt Form provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on August 28, 2024.

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

**4. Deadline to Submit Additional Written Questions**

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

**5. Response to Written Questions**

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



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

6. **Submission of Proposal**

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM, Tuesday, September 17<sup>th</sup>, 2024. *Proposals received after this deadline will not be accepted.*** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Specialist at the address listed in Section II.E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals **No. 2024-0286-PW/JL**. **Proposals may also be submitted electronically via Dropbox at the link provided below.**

<https://www.dropbox.com/request/pRo3mTuVaBHxgftf1w9f>

**Proposals must be delivered to:**

Jack Love, Procurement Specialist Senior  
Santa Fe County Purchasing Division  
102 Grant Avenue, First Floor  
Santa Fe, NM 87501

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

7. **Proposal Evaluation**

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

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

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

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

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

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

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

11. **Contract Negotiations**

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

12. **Contract Award**

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

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

13. **Right to Protest**

Any protest by an offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals

number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County Procurement Office  
Attn: Bill Taylor, CPO/ Procurement Manger  
P.O. Box 276  
Santa Fe, New Mexico 87504

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

**C. GENERAL REQUIREMENTS**

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

**1. Acceptance of Conditions Governing the Procurement**

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

**2. Incurring Cost**

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

**3. Prime Contractor Responsibility**

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

**4. Subcontractors**

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

**5. Amended Proposals**

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of the previously

submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

**6. Offerors' Rights to Withdraw Proposal**

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

**7. Proposal Offer Firm**

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

**8. Disclosure of Proposal Contents**

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

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

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

**9. No Obligation**

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

**10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

**11. Sufficient Appropriation**

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

**12. Legal Review**

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

**13. Governing Law**

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

**14. Basis for Proposal**

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

**15. Contract Terms and Conditions**

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

**16. Contract Deviations**

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

**17. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The



Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

**18. Right to Waive Minor Irregularities**

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

**19. Change in Contractor Representatives**

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

**20. Notice**

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

**21. County Rights**

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

**22. Right to Publish**

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

**23. Ownership of Proposals**

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

**24. Electronic Mail Address Recommended**

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

**25. Preferences in Procurement by Santa Fe County**

**a. *New Mexico In-state Preference.***

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

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

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

**OR**

**b. *New Mexico Resident Veteran Preference.***

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

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

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

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

**OR**

**Native American Preference**

Native American member-owned resident veteran business, Native American resident contractor or Native American resident veteran contractor certification issued by the State Taxation and Revenue Department, under law will receive either eight or ten percent equivalent based on whether they are also a veteran-owned business.

**AND**

**c. Santa Fe County Business Preference**

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

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

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

**26. Double-Sided Documents**

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

**27. Living Wage**

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

**IV. RESPONSE FORMAT AND ORGANIZATION**

**A. NUMBER OF RESPONSES**

Offerors shall submit only one response to this RFP.

**B. NUMBER OF COPIES**

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

**C. PROPOSAL FORMAT**

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

The submission of Proposals **will also be accepted electronically** utilizing a Drop Box.

Please utilize this link to upload your proposal submission.

<https://www.dropbox.com/request/pRo3mTuVaBHxgftf1w9f>

## 1. **Proposal Organization**

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

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

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

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

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

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

## 2. **Letter of Transmittal**

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

- a) Identify the submitting person or organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;

- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP;
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix E.

## V. SPECIFICATIONS

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

### A. **INFORMATION**

#### Time Frame

The contract is scheduled to begin November/December, 2024. Santa Fe County intends on awarding a contract with an initial term of two year.

### B. **EVALUATION CRITERIA**

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

#### 1. **Specialized Design and Technical Competence**

- Provide information about the firm's specific technical experience with providing engineering services that demonstrate technical competence to successfully complete this project.
- Indicate the relevance of previous projects to the scope of work described in this RFP, including any specialized expertise.

#### 2. **Evidence of Understanding the Scope of Work**

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

**3. Capacity and Capability**

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

**4. Past Record and Performance**

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

**5. Proximity to/or Familiarly with Site Location**

- Demonstrate the firm’s proximity to and familiarity with Santa Fe County and the project location.

**6. New Mexico Produced Work**

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

**7. Volume of Work Previously Done**

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

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

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

**VI. EVALUATION**

**A. EVALUATION SCORING**

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

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

- 1. Specialized Design and Technical Competence..... **200 points**
  - 2. Evidence of Understanding the Scope of Work..... **300 points**
  - 3. Capacity and Capability ..... **200 points**
  - 4. Past Record of Performance..... **150 points**
  - 5. Proximity to/or Familiarity with Site Location ..... **50 points**
  - 6. New Mexico Produced Work ..... **50 points**
  - 7. Volume of Work Previously Done ..... **50 points**
- TOTAL POINTS ..... 1000 points**

**PREFERENCES**

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

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

**OR**

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

**AND**

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



**B. EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

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

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM  
DESIGN ENGINEERING SERVICES FOR C -55A General Goodwin Road  
RFP NO. 2024-0286-PW/JL**

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

The acknowledgement of receipt should be signed and returned to the Procurement Specialist Senior no later than close of business on **August 28, 2024**. 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.

Jack Love, Procurement Specialist Senior  
Santa Fe County Purchasing Division  
102 Grant Avenue, First Floor  
Santa Fe, NM 87501  
Phone: (505) 986-6209  
Email: [Jalove@santafecountynm.gov](mailto:Jalove@santafecountynm.gov)

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

**APPENDIX C  
RESIDENT VETERANS PREFERENCE CERTIFICATION**

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

**Please check one box only:**

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

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

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

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

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

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

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

\*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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

My Commission Expires:

\_\_\_\_\_

**APPENDIX D**

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

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

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

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

**PROJECT** \_\_\_\_\_  
**AGREEMENT NO.** \_\_\_\_\_

**PROJECT  
LOCATION** \_\_\_\_\_



**SANTA FE COUNTY  
PURCHASING DIVISION  
Part A of Two Parts**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_, 2024, between SANTA FE COUNTY (the “County”), a political subdivision of the state of New Mexico, and \_\_\_\_\_, (address) (“Engineer”).

The County:

Gregory S. Shaffer  
Santa Fe County Manager  
PO Box 276  
102 Grant Avenue  
Santa Fe, New Mexico 87504-0276  
TELEPHONE: 505-986-6200  
FAX: 505-985-2740

The Engineer:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax No. \_\_\_\_\_



**RECITALS**

**WHEREAS**, the County requires the services of a professional licensed engineer to provide design and construction services for the Cr-55a General Goodwin Road Improvements at Santa Fe, New Mexico; and

**WHEREAS**, in accordance with NMSA 1978, Section 13-1-112, and the Santa Fe County Purchasing Regulations and Policy Manual, the County issued Request for Proposal No. \_\_\_\_\_ ; and

**WHEREAS**, \_\_\_\_\_ ; and

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

**NOW THEREFORE**, in consideration of the mutual obligations herein, the parties agree as follows:

**1. PROJECT DESCRIPTION**

**2. ENGINEER’S SERVICES**

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

A. The Engineer will be compensated as follows:

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

- B. The Engineer will submit a written request for payment when payment is due under this Agreement (see Exhibit B, Pay Request form). Upon the County's receipt of the written request the County must issue a written certification of complete or partial acceptance or rejection of the 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 Services. Within 30 days of the issuance of a written certification accepting the Services, the County will tender payment for accepted Services. In the event the County fails to tender payment within 30 days of the written certification accepting Services the County will pay late payment charges of 1.5% per month, until the amount due is paid in full.
- C. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under the Agreement will not foreclose the right of the County to recover excessive or illegal payment.

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

The Engineer shall provide the following Basic Services:

- A. Study and Report Phase.
  - 1) The Engineer will 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 a draft Study and Report and brief and obtain the written approval of the County for the draft Study and Report before commencing services for the Preliminary Design, Study and Report Phase.
- B. Preliminary Design, Study and Report Phase
  - 1) Convene a meeting with the County and other interested parties to review the project site. Advise the County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.
  - 2) Develop and complete a Development Plan for the area in schematic form for review with County. The plans must allow for phased construction of the project 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 will 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 will brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
- 5) The Engineer will obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing 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 and 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 must be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
- 4) Convene a meeting with the County 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 will 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 the construction contract.
- 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 must allow sufficient time for County review and acceptance of each addendum.
- 6) Assist the County with issuing addenda as required to bidders or offerors.
- 7) Assist the County to identify the apparent successful bidder or offeror 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 must 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 the completed scope of work is acceptable and issue the Notice of Substantial Completion.
- 6) Finalize As-Built plans to include the construction contractor's mark-ups.

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

- 1) General. The Engineer will submit to the County recommendations to regarding the completion of construction of the project. The Engineer will obtain from the construction contractor all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement

receipts of any of the construction contractor's 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. Eleven months after Substantial Completion of the project, the Engineer must 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 will provide a written report of this activity to the County within seven calendar days. The County through the Engineer will notify the construction contractor of any corrective action noted in the report. The Engineer will obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

## **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 will be accordance with the agreed upon compensation as identified in Exhibit A (Compensation and Schedule).
- B. Reimbursable expenses will 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 will be provided when authorized in advanced in writing by the County, and be paid for by the County as provided in paragraph 3.
- B. Additional Services may include without limitation, 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 if applicable, a cultural resource study, to include preparation of documentation regarding the mandatory evaluation of physical, social, and economic impacts of the 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 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**

Exhibit A	Compensation and Schedule
Exhibit B	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 by the parties.

**SANTA FE COUNTY**

\_\_\_\_\_  
 Hank Hughes, Chair  
 Santa Fe Board of County Commissioners

**ATTESTATION:**

\_\_\_\_\_  
 Katharine E. Clark  
 Santa Fe County Clerk

\_\_\_\_\_  
 Date

Approved as to form:

\_\_\_\_\_  
Jeff Young  
Santa Fe County Attorney

\_\_\_\_\_  
Date

**ENGINEER -**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and title



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

Part B of the Agreement

**1. SCOPE OF SERVICES**

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

**2. EFFECTIVE DATE AND TERM**

This Agreement will become effective as of the date of last signature by the parties on Part A and will terminate \_\_\_\_\_, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

**3. ADDITIONAL SERVICES**

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

B. The County may request changes in the Scope of Services to be performed. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the County and the Engineer, must be incorporated in a written amendment signed by the parties.



#### **4. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon any material breach of this Agreement by the other party. The non-breaching party must give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party has the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party will 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 must specify the effective date of termination, which will not be less than 15 days from the Engineer's receipt of the notice. The County will pay the Engineer for acceptable services, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but will not be liable for any work or services 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 will terminate upon written notice by the County to the Engineer. Such termination will be without penalty to the County, and the County will not be obligated to reimburse the Engineer for expenditures made in the performance of this Agreement after the date of termination. 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 will be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

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

A. Independent Contractor. The parties agree that 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 will 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 must not subcontract or delegate any portion of the Services to without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval will be void.

C. Personnel. All Services will be performed by the Engineer or under its supervision. 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) will not be employees of or have any contractual relationships with the County and (ii) will be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work or services.

## **7. ASSIGNMENT**

The Engineer will 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 will be void.

## **8. RELEASE**

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

## **9. CONFIDENTIALITY**

Any confidential information provided to or developed by the Engineer in the performance of this Agreement must be kept confidential and 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**

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

## **11. CONFLICT OF INTEREST**

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

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

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

**13. ENTIRE AGREEMENT; INTEGRATION**

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

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

All exhibits, attachments, riders, and addenda referred to in this Agreement are incorporated into this Agreement by reference and made a part of 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, NMSA 1978, Section 13-1-28, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes provide for 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 will constitute a material breach of this Agreement.

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

A. In performing its obligations, the Engineer will comply with all applicable laws, ordinances, and regulations.

B. This Agreement will 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 its books and records relate to (i) the Engineer's performance of the Services under this 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 for a period of three years from the date of final payment under the Agreement, (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice, and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) the performance of Services under this 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 the Engineer may hire to perform Services under this Agreement to: (i) maintain such books and records for a period of three years from the date of final payment under the subcontract, (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice, and (iii) to keep such books and records in with accordance with GAAP.

## **19. INDEMNIFICATION**

A. The Contractor shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Contractor's performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Contractor's obligations under this indemnification section will not be limited by the terms of the insurance policy the Contractor is required to maintain under this Agreement.

## **20. SEVERABILITY**

If any term or condition of the Agreement is held invalid or non-enforceable by a court, the remainder of the Agreement will not be affected and will continue to be valid and enforceable.

## **21. NOTICES**

Any notice required to be given to either party by the Agreement must be in writing and 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:

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 will constitute a binding obligation of the Engineer.

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

## **23. LIMITATION OF LIABILITY**

County's liability to Engineer for any breach of this Agreement by County will be limited to direct damages and will not exceed the maximum amount of compensation specified in Section 3 (Compensation and Invoicing). In no event will the 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 this 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 this Agreement.

## **25. INSURANCE**

A. General Conditions. Engineer will submit evidence of insurance as is required below. Policies of insurance must be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. Engineer will maintain during the term 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 will include coverage for all operations performed for the County by the 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 must be named additional insured on the policy.

C. Workers' Compensation Insurance. Engineer will comply with the provisions of the Workers' Compensation Act.

D. Malpractice/Errors and Omissions Insurance. Engineer must maintain during the term 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, the Engineer will increase the maximum limits of any insurance required herein.

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

Engineer will procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the performance of its obligations under this Agreement.

## **27. FAX OR ELECTRONIC SIGNATURE**

The parties hereto agree that a fax or electronic 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.

## **29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Engineer agrees to complete and submit a Campaign Contribution Disclosure form approved by the County.

**30. SURVIVAL**

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

**EXHIBIT A  
COMPENSATION AND SCHEDULE**

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



**EXHIBIT B**

**SANTA FE COUNTY  
ENGINEER PAY REQUEST FORM**

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

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

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

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

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

PROJECT \_\_\_\_\_



SANTA FE COUNTY  
ADMINISTRATIVE SERVICES DEPARTMENT  
PURCHASING DIVISION

DISTRIBUTION TO:

- Santa Fe County
- Engineer
- Legal Office

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

LIST SERVICES:

---

**Justification for Basic Services (Required):**

---

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

**BASIC SERVICES AMENDMENT SIGNATURE PAGE**

**SANTA FE COUNTY:**

**ENGINEER:**

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**REVIEWED AS TO LEGAL FORM AND SUFFICIENCY**

\_\_\_\_\_  
Jeff Young  
Santa Fe County Attorney

**Department Approval**

\_\_\_\_\_  
Name/Title

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

PROJECT \_\_\_\_\_



SANTA FE COUNTY  
ADMINISTRATIVE SERVICES DEPARTMENT  
PURCHASING DIVISION

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

LIST SERVICES:

---

**Justification for Additional Services (Required):**

---

Basic Services Compensation Amount	\$0.00
Reimbursable Amount (If Applicable )	\$0.00
Additional Services Amount	\$0.00
Consultation Services Amount (If Applicable)	\$0.00

---

**Total**

**\$0.00**

**ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE**

**SANTA FE COUNTY:**

**ENGINEER:**

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manger  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**REVIEWED AS TO LEGAL FORM AND SUFFICIENCY**

\_\_\_\_\_  
Jeff Young  
Santa Fe County Attorney

Date: \_\_\_\_\_

**Department Approval**

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

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

**PROJECT** \_\_\_\_\_ **PROJECT NO.** \_\_\_\_\_



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

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

**LIST SERVICES:**

---

**Justification for Additional Services (Required):**

Basic Services Compensation Amount	\$0.00
Reimbursable Amount (If Applicable )	\$0.00
Consultation Services Amount (If Applicable)	\$0.00
Additional Services Amount*	\$0.00

---

**Total New Agreement Amount** **\$0.00**

**CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE**

**SANTA FE COUNTY:**

**ENGINEER:**

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**REVIEWED AS TO LEGAL FORM AND SUFFICIENCY:**

\_\_\_\_\_  
Jeff Young  
Santa Fe County Attorney

Date: \_\_\_\_\_

**DEPARTMENT APPROVAL:**

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

**EXHIBIT F  
SANTA FE COUNTY  
CONSULTANT LIST**

**PROJECT NAME:** \_\_\_\_\_

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



Ph. No.: Fax No.: E-mail:	Ph. No.: Fax No.: E-mail:
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