

Justin S. Greene
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

October 15, 2024

SANTA FE COUNTY
RFP No. 2025-0101-CMO/BT
ON-CALL ENGINEERING SERVICES

ADDENDUM NO. 1

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the RFP as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

BY ADDENDUM NO. 1, ALL PREFERENCES ARE REMOVED FOR CONSIDERATION

ATTACHMENT A: SAMPLE ENGINEERING CONTACT PART A & B

ATTACHMENT B: PROJECT ASSIGNMENT FORM

ATTACHMENT C: PRE-PROPOSAL SIGN-IN SHEET

PLEASE NOTE: The County requests that each proposal include an hourly rate scale to include the hourly rates for your Design Team, including, but not limited to Principle, Project Manager, Drainage Engineer, Roadway Engineer, QA & QC, Civil Engineer, Structural, etc. The rate scale will not be scored or be a consideration for contract award. The purpose is to have an established hourly rate for Project Assignments.

Question 1.

The RFP covers a broad range of services that may not be provided by a single firm. Is it the County's intention for proposers to provide teams (Primes and Subconsultants) to provide all services; or illustrate the services identified in the RFP that our firm is qualified to provide?

Response to Question 1:

Offerors may list their teams for providing all services; however, it is not required. As a qualification-based selection RFP, Offerors will be evaluated on the services that are qualified to provide.

Questions 2.

Does a cover letter count towards the 20-page limitation?

Response to Question 2:

The cover page does not count against the page limit. The page limit is specific only to the Offerors responses to the criteria factors.

Question 3.

Are 11x17 pages allowed? If so, do they count as one or two pages?

Response to Question 3:

11x17 pages are not allowed in response to the criteria factors.

Question 4.

Regarding the County's request to provide the Firm's current and anticipated workload, including specific projects, can the response in the proposal be limited to the firm's local office from which the work will be completed? Or, is it the County's intent for the firm to list all projects across multiple states?

Response to Question 4:

The purpose of this criteria factor, Offerors are expected to provide current and anticipated workloads of the Offeror's Team that may be assigned to a project for the County.

Question 5.

The RFP states "Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II.F. 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. 2025-0101-CMO/BT. Proposals may also be submitted electronically via Dropbox at the link provided below.**" Our company has a sustainability action plan in place and limits the amount of unnecessary printing in our offices and job sites. Please confirm that proposals may be submitted in a digital format only.

Response to Question 5:

Electronic submissions of Proposals are acceptable.

Question No. 6.

Are there any individual task order amount or combined award limits under this contract?

Response to Question 6:

Yes. Please refer to Section III. Conditions Governing the Procurement, B.12 Contract Award on page 17 of the RFP.

Question No. 7.

May the document format be changed from “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.” To “The document shall be typewritten on standard 8 1/2 x 11 paper, with a font **no smaller than 10 pt. pitch**, with nominal 0.5” margins and normal line spacing.

Response to Question 7:

The document format will remain as 12 pt and 1” margins.

Question No. 8.

May the font used in graphics be smaller than 12 pt. (or 10 pt. if the specifications are changed as noted above)?

Response to Question No. 8:

The font in graphics may be smaller than 12 pt, but not less than 10 pt.

Question No. 9.

May resumes be excluded from the page count?

Response to Question No. 9:

Resumes and/or attachments are excluded from the page limits.

Question No. 10.

Is it possible to obtain the list of firms that currently hold this contract?

Response to Question No. 10:

The County does not currently have contacts with Engineering firms for On-Call services.

Question No. 11.

How many firms will be awarded per discipline?

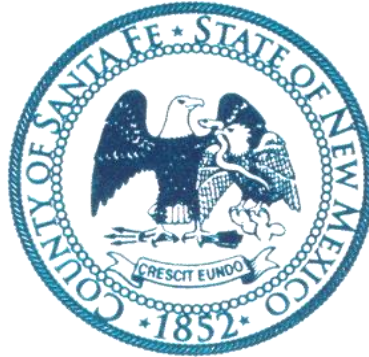
Response to Question No. 11:

The County may award as many qualified firms as deemed to be in the best interest of the County. The County does not have a specific number of contract awards.

Please add this Addendum No. 1 to the original proposal documents and refer to proposal documents, as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@santafecountynm.gov

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

PROJECT _____



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

THIS AGREEMENT is made this _____ day of _____, 20__, between Santa Fe County, a political subdivision of the state of New Mexico (the “County”), and _____ (a corporation, professional corporation, or limited liability company licensed to do business in the State of New Mexico) (the “Engineer”).

The County:

The Engineer:

Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
Telephone: 505-986-6200
E-mail:

RECITALS

WHEREAS, the _____ Department needs “on-call” engineering services on an as-needed basis for a variety of _____ projects throughout the County as funding becomes available and as specific needs are identified; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-112 and 13-1-117, and the Santa Fe County Purchasing Regulations and Policy Manual, competitive sealed proposals were solicited through

Request for Proposals (RFP) No. _____, to solicit and procure on-call professional engineering services; and

WHEREAS, the Engineer submitted its response and proposal on _____. Based upon the evaluation criteria stated in the RFP for the purpose of determining the most qualified offerors, the County has determined the Engineer as one of the most responsive and highest rated offerors; and

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

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

1. PURPOSE OF THIS AGREEMENT

The purpose of this on-call Agreement is to state the terms and conditions on which the Contractor will provide engineering services to the County for projects as needed by the County. During the term of this on-call Agreement, the County will determine the projects to be assigned to the Engineer. When assigning a project to the Engineer the County will issue a written Project Assignment (Exhibit D). The assignment will include a description of the scope of work or services, a project schedule and the Contractor's costs and compensation for completion of the project. If the Contractor plans to use consultants or subcontractors for a particular project assignment the Contractor will provide a list of the consultant(s). For each project assignment the County will send the Contractor a notice to proceed before the work or services commence.

2. The Engineer's services for each project assignment will be described in the Project Assignment form (Exhibit D). The Engineer's services to be performed for each project assignment issued under this on-call Agreement will generally consist of the Basic and Additional Services described below.

3. COMPENSATION, INVOICING, AND SET-OFF

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

- 1) County will pay the Engineer for services satisfactorily performed for each Project Assignment issued under this Agreement. Costs and expenses will be in accordance with Exhibit A (Engineer's Compensation/Rates and Cost Schedule).
- 2) The Engineer will be compensated for each project assignment issued to the Engineer under this on-call Agreement. The compensation payable to the Engineer will not exceed **\$650,000.00** per Project Assignment

(exclusive of NM GRT). Any NM GRT levied on the amounts 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 or work assigned to be performed by Engineer will equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement, or a project assignment reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without an amendment.
- B. The Engineer must submit a written request for payment on the Engineer Pay Request form (see Exhibit B), when payment is due. Upon the County's receipt of the written request, the County will 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 the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the 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 such time as 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 will 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 draft Study and Report and brief and obtain the written approval of the County for the draft Study and Report, before commencing work on the Preliminary Design, Study and Report Phase.

B. Preliminary Design, Study and Report Phase

- 1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.
- 2) Develop and complete a Development Plan for the area in schematic form for review with County. The plans will allow for phased construction if necessary.
- 3) Upon approval of the schematic Development Plan documents by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within 30 days of authorization to proceed and review with the County. If necessary, revise Preliminary Design Phase documents in response to the County's comments.
- 4) From the approved scope of services or work the Engineer, if applicable, 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 work on the Final Design Phase.

C. Final Design Phase

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

- 1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
- 2) Prepare a statement that identifies the need for additional data, surveys, or tests.
- 3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to accomplished are incompatible; the County will be notified immediately in writing with proposed recommendations to reconcile the incompatibility.

- 4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
- 5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
- 6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.
- 7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
- 8) Provide County with three full sized 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 will:

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

E. Construction Phase

The Engineer will:

- 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 services or work. The results of all on

site observations will be documented in field reports submitted to the County within seven days of each site visit.

- 3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
- 4) Assist the County in reviewing change orders.
- 5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
- 6) Finalize As-Built plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

- 1) General. The Engineer will submit to the County recommendations to regarding the completion of the construction. The Engineer will obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any construction contractors record drawing. The Engineer will obtain and deliver to the County a signed receipt for all materials turned over by the Contractor.
- 2) Eleven Month Inspection and Report. The Engineer will 11 months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer 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 are in accordance with the agreed upon compensation as identified in the Compensation and Schedule (Exhibit A).
- B. Reimbursable expenses, if allowed, will be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A, 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. Additional Services will be provided when authorized in advanced in writing by the County and will be paid for by the County as provided in paragraph 3.

B. Additional Services may include without limitation:

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

7. EXHIBITS LIST

Exhibit A	Compensation and Schedule
Exhibit B	Engineer Pay Request
Exhibit C	Amendment form
Exhibit D	Project Assignment form

8. ATTACHMENTS LIST

SIGNATURE PAGE

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

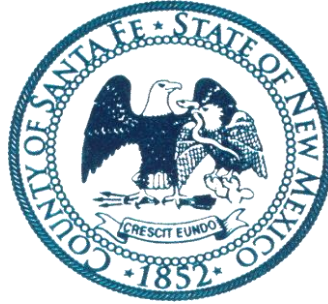
SANTA FE COUNTY:

Date

Approved as to form:

Date

ENGINEER -



**SANTA FE COUNTY
PURCHASING DIVISION**

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

1. SCOPE OF SERVICES OR WORK

Engineer will provide the services set forth a Project Assignment (see Exhibit D).

2. EFFECTIVE DATE AND TERM

This Agreement will become effective as of the date of last signature by the parties and will terminate four years from that date, 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 ____ (Scope of Services) (Engineer's Basic Services) of Part A will be completed in full, to the satisfaction of the County, for the amount set forth in Section __ (Compensation, Invoicing, and Set-Off) of Part A, and for no other cost, amount, fee, or expense.
- B. The County may request changes in the Scope of Services to be performed under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Engineer, may be incorporated in written amendments to this Agreement.

4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party will 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 will have 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 will 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 work, 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 payment for 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 have no duty to reimburse the Engineer for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement will be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

- A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer and its agents and employees 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 be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval will be void.

C. Personnel.

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

7. ASSIGNMENT

The Engineer must 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, Engineer releases County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Engineer in the performance of this Agreement 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

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 require any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under the Agreement.

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

13. ENTIRE AGREEMENT; INTEGRATION

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

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Paragraph 7 EXHIBITS LIST and Paragraph 8 ATTACHMENTS LIST, in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

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

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

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

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

19. INDEMNIFICATION

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

- B. The County will have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and such suit will not be settled without County's consent.
- C. Engineer's obligations under this section will not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement is held invalid or non-enforceable by any court, the remainder of the Agreement will not be affected and will 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 constitutes a binding obligation of the Engineer.
- C. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer.

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 ____ (Compensation and Invoicing) Part A, of the Agreement. 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 the Agreement.

24. NO THIRD-PARTY BENEFICIARIES

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

25. INSURANCE

- A. General Conditions. Engineer will submit evidence of insurance as is required herein. 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 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 must include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County will 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 will maintain Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.
- E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Engineer 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 due and lawful performance of its obligations hereunder.

27. FACSIMILE SIGNATURES

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

28. NEW MEXICO TORT CLAIMS ACT

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

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

30. SURVIVAL

The provisions of following paragraphs 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.

Project Assignment No. 1 under Agreement No. 2025-0101-CMO/BT

PROJECT, SERVICES AND PROJECT SCHEDULE

PROJECT NAME:
PROJECT NUMBER:
PROJECT LOCATION:

This Project Assignment No. 1 is issued under on-call Agreement No. 2025-0101-CMO/BT for professional engineering services.

Project Schedule

Cost

SANTA FE COUNTY

Approved as to form: _____ Date

Santa Fe County Attorney _____ Date

ENGINEER

_____ Date

CONSULTANT LIST

PROJECT NAME:

CONTRACT NO. 2025-0101-CMO/BT

<p><u>CIVIL ENGINEERING SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>	<p><u>ENVIRONMENTAL SERVICES</u> Company Name: Consultant Name: Address:., Ph. No.: Fax No.: E-mail:</p>
<p><u>DESIGN/BRANDING & SIGNAGE</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>	<p><u>SURVEYING SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>
<p><u>STRUCTURAL ENGINEERING SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>	<p><u>GEOTECHNICAL SERVICES</u> Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:</p>



SANTA FE COUNTY

PRE-PROPOSAL CONFERENCE

RFP No. 2025-0101-CMO/BT

On-Caall Engineering Services

October 8, 2024 at 10:00am

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