

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT
ITEM#19-0748**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 20, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Wilson & Company (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide on call design for improvement projects under the purview of the PW Dept, Engineering Div..

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 1, paragraph A of the Agreement is amended to increase the amount of compensation by a total of \$500,000.00 (excluding NMGRT) So that Article 2, paragraph A reads in it's entirely as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed one million dollars and no cents (\$1,000,000.00), excluding of applicable gross receipts taxes in the total term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$84,375) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$1,084,375.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation

when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Nov 18, 2020

CONTRACTOR:

WILSON & COMPANY



NAME: Mario Juarez-Infante PE

Mario Juarez-Infante

TITLE: Vice President

DATE: 10/21/2020

CRS# 02-357658-008

Registration # 19-00123166

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 11/10/2020

CITY ATTORNEY'S OFFICE:



Marcos Martinez

Marcos Martinez (Oct 15, 2020 15:39 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

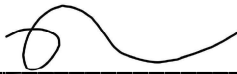
Org. Name/Org.#

City of Santa Fe, New Mexico

memo

DATE: October 9, 2020

TO: Governing Body

FROM: 
Regina A. Wheeler, Public Works Department Director

RECOMMENDED ACTION: APPROVAL OF AMENDMENT #1 TO PROFESSIONAL SERVICE AGREEMENT FOR ON CALL DESIGN SERVICES WITH WILSON AND COMPANY TO INCREASE THE NOT TO EXCEED AMOUNT BY \$500,000 EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGRT).

BACKGROUND/SUMMARY:

The Public Works Department requests an amendment to Wilson & Company's on-call professional design services contract to provide technical expertise on project development, design, traffic engineering and emergency repairs of City roadways, arroyos, open space, and parks. The amendment increases the not to exceed amount by \$500,000. The Southside Teen Center Project encumbered \$431,965 of the original not to exceed amount leaving a remaining balance of \$6,119.

Wilson & Company has particular skills that are critical to Public Works' ability to respond to demands for infrastructure repair, renovation, design and construction. Also, Wilson has the expertise, licensing and capacity to perform traffic engineering that was being performed by former Public Works Engineering Director John Romero whose last day as a City employee was October 2, 2020. This position is in the process of being posted and a national search will be completed to recruit highly qualified professional engineer candidates.

A request for proposals was advertised on May 13, 2019 for '19/41/P On Call Professional Design Services. Wilson & Company was selected through this process and a contract approved by Governing Body.

Since this is an on-call contract, funds for services will be identified as needed for each individual use and corresponding Purchase Order. Execution of this agreement amendment does not constitute a promise to purchase any amount of said work.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Wilson & Compnay

Procurement Title: Amendment #1 - On-Call Professional Design Services

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☒

Department Requesting Public Works Staff Name Amanda Archuleta

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other:

Amanda Archuleta - Contracts Administrator - 10/15/2020

Department Rep Printed Name (attesting that all information included)	Title	Date
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Fran Dunaway (10/28, 2020 16:51 MDT)

Purchasing Officer (attesting that all information is reviewed)	Title	Date
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Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200837

Contractor: Wilson & Company

Description: On-Call Professional Design Services - Improvement Projects - Increase compensation of original contract,

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: 10/01/2019 Term End Date: 09/11/2023

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 19-0784

Increase/(Decrease) Amount \$ 542,187.59

Extend Termination Date to: N/A

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Due to the South-side Teen Center Project it would leave a balance of \$6,119 in which is not enough for additional projects to come. Increase contract amount in order to provide technical expertise on project development, design, traffic engineering and emergency repairs for the city.

3. Procurement History: _____


Fran Dunaway (Oct 28, 2020 16:51 MDT)

Purchasing Officer Review: _____

Oct 28, 2020
Date: _____

Comment & Exceptions: _____

4. Funding Source: Various Org / Object: Various


Alexis Lotero (Oct 28, 2020 13:57 MDT)

Budget Officer Approval: _____

Oct 28, 2020
Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Amanda Archuleta Phone # 6631

Email: ajarchuleta@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: WILSON & COMPANY INC
ENGINEERS & ARCHITECTS
DBA: WILSON & COMPANY INC
ENGINEERS

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: STEVEN WATT

License Number: 222663

Issued Date: April 06, 2020

Expiration Date: December 31, 2020

CRS Number: 02357658008

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

WILSON & COMPANY INC ENGINEERS & ARCHITECT
P.O. BOX 94000
ALBUQUERQUE, NM 87199

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY)
5/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Berkshire Hathaway Specialty Insurance Company

22276

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED WILSON & CO., INC.
1048828 ENGINEERS & ARCHITECTS
4401 MASTHEAD STREET NE, SUITE 150
ALBUQUERQUE NM 87109

COVERAGES 2

CERTIFICATE NUMBER: 15155622

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX
							MED EXP (Any one person) \$ XXXXXXXX
							PERSONAL & ADV INJURY \$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
							BODILY INJURY (Per person) \$ XXXXXXXX
							BODILY INJURY (Per accident) \$ XXXXXXXX
							PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>						EACH OCCURRENCE \$ XXXXXXXX
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>			NOT APPLICABLE			AGGREGATE \$ XXXXXXXX
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ XXXXXXXX
							E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	47EPP30530103	6/1/2020	6/1/2021	\$1,000,000 EACH CLAIM & ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP#18/17/P. AGUA FRIA/SOUTH MEADOWS INTERSECTION IMPROVEMENT PROJECT.

CERTIFICATE HOLDER

CANCELLATION See Attachment

15155622

CITY OF SANTA FE
ATTN: PURCHASING OFFICE
2651 SIRINGO ROAD, BLDG. H
SANTA FE NM 87505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY)

5/29/2020

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PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
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(816) 960-9000

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED 4011 WILSON & CO., INC.
ENGINEERS & ARCHITECTS
4401 MASTHEAD STREET NE, SUITE 150
ALBUQUERQUE NM 87109

INSURER A: Liberty Insurance Corporation

42404

INSURER B: The First Liberty Insurance Corporation

33588

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES 2

CERTIFICATE NUMBER: 15155516

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	TB7-Z91-467382-020	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	AS7-Z91-467382-010	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC6-Z91-467382-030	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP#18/17/P. AGUA FRIA/SOUTH MEADOWS INTERSECTION IMPROVEMENT PROJECT.

CERTIFICATE HOLDER

CANCELLATION See Attachment

15155516

CITY OF SANTA FE
ATTN: PURCHASING OFFICE
2651 SIRINGO ROAD, BLDG. H
SANTA FE NM 87505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Wilson & Company, Inc, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide on-call task order Design Professional Services for the City in accordance with attached Request for Proposals (Exhibit A) and Unit Rate Schedules (Exhibit B) by Wilson & Company, Inc., and as stipulated herein, including, but not limited to surveying, design, approvals, permitting, bidding and construction administration of City of Santa Fe improvement projects under the purview of the Public Works Department, Engineering Division.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed five hundred thousand dollars and no cents (\$500,000.00), excluding of applicable gross receipts taxes in the total term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$42,187.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$542,187.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty 30 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate four years from signature of the City unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a *minimum coverage* in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

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

To the City:
City of Santa Fe
Public Works Department -Engineering Division
PO Box 909
Santa Fe NM 87504-0909

To the Contractor:
Wilson & Company
PO Box 94000
Albuquerque, NM 87199-4000
www.wilsonco.com , tyler.ashton@wilsonco.com

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN M. WEBBER, MAYOR

DATE: 9/18/19

CONTRACTOR:


Name and Title VICE PRESIDENT

DATE: 9.20.19

CRS# 02-357658-008

Registration # 19-00123166

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 9-17-19

APPROVED AS TO FORM:

EMM 7/8/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR

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Org Number / Line Item

EXHIBIT A SCOPE OF SERVICES

BACKGROUND AND SUMMARY

The City of Santa Fe's Public Works Department/Engineering Division requires an on call professional design services for addressing unanticipated project development needs for transportation, infrastructure, stormwater facilities, and river and watershed drainage improvement projects. Such needs may include, but are not be limited to, engineering analysis and design for location study activities; preparation of preliminary and final plans, specifications, estimates and bid documents for construction; and construction engineering and management services for a variety of new construction, reconstruction or rehabilitation projects.

Project improvements may require roadway, traffic, structural, geotechnical and drainage engineering analysis and design including related environmental, surveying, right-of-way, and subsurface utility engineering and landscape design efforts. Tasks may include the following:

1. Roadway Design
 - Horizontal/Vertical Alignment
 - Grading Plans & Earthwork Computations
 - Typical Sections & Cross Sections
 - Pavement Design
 - ADA Improvements
 - Traffic Calming Improvements
2. Traffic Analysis and Design
 - Traffic Studies (i.e. roadway/intersection capacity analysis, warrant studies, gap analysis, speed studies, traffic counts, accident studies, etc.).
 - Geometric Improvements
 - Permanent Signing & Striping Plans
 - Roadway Lighting & Signalization Plans
 - Signal Synchronization, Interconnect & Timing Plans
 - Traffic Control Plans
3. Structural/Geotechnical Analysis and Design
 - Geotechnical Investigations
 - Bridge, Foundation and Retaining Wall Analysis & Design
4. Drainage Analysis and Design
 - Hydraulic/Hydrological/Scour Analysis
 - Floodplain Management Evaluation (in accordance w/FEMA requirements)
 - Section 401/404 & NOI Applications/Permits
 - Erosion & Sediment Control Plans
 - Water Quality Investigation and Analysis
 - Storm Drainage & Erosion Control Improvements (i.e. culverts, drop inlets, manholes, flow control structures, grade control structures, etc.)

The Consultant shall be required to provide on call design services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue a written project assignment to the Consultant detailing the services required. Upon receiving the City's request for services, the Consultant shall promptly provide the City with an estimated man-hour summary (or work-hour schedule), cost summary, and project schedule required to complete the assignment or task. Work-hour schedules may be compiled on a City of Santa Fe Work-Hour Schedule Form (see Exhibit A as an example) while cost summaries shall be compiled on a City of Santa Fe Cost Summary Form attached as Exhibit B. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Consultant may be required to do some of the work in phases.

NOTE: At the City's discretion, multiple professional services agreements (i.e. contracts) may be awarded for the on call professional design services described herein.

BASIC FIRM QUALIFICATIONS

Consultants must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. As required, or in the interest of best practices, contracting of sub-consultants by the Prime Design Professional shall include, but is not limited to, the following professionals and services:

- a. Professional Engineers
- b. Landscape Architects
- c. Architects
- d. Professional Surveyors
- e. Environmental Specialists
- f. Geotechnical Services
- g. Archeological Services
- h. Materials and Systems Testing Services
- i. Hazardous Materials Testing and Abatement Services
- j. Specialty Design Services (irrigation)

The Design Professional shall not subcontract any portion of services to be performed under the Professional Services Agreement without the prior written approval from the City.

The City fully anticipates the Consultant immediately begins work on project tasks with the notice to proceed and expediently complete the design work within an approved schedule. Consultants need to demonstrate environmental sensitivity in design, knowledge of city, state, and federal environmental clearance requirements and ability to work with the public in project development.

Consultants will need to complete design requirements in accordance with applicable municipal, state and federal codes, laws and standards, including but not limited to those

of the following: City of Santa Fe, New Mexico Department of Transportation (NMDOT) Design Manual, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD) and American with Disabilities Act Accessibility Guidelines (ADAAG).

Proposals should address the Consultant's strategy and key staff to complete project assignments and their approach to coordinate the efforts of any sub-consultants on their team.

Quality Control

Consultants must provide detailed internal quality control procedures for verification of plans, quantities and cost estimates. The City will not provide an extensive review of plans, however, if the City must do so, it will back charge consultants its actual costs. *Errors and omissions will be the responsibility of the consultant.* Consultants will not be liable for errors or omissions in owner furnished data.

Timely Performance

The City expects the consultant to adhere to the negotiated schedule and perform in a timely manner. The consultant is expected to submit deliverables on or ahead of schedule. The City reserves the right to assess liquidated damages stipulated in the professional services agreement for consultant's failure to meet specific, contracted, milestone dates. Milestone dates may include, but are not limited to, submission of Alignment Study, submission of Preliminary Design Report and Plans, submission of Right-of-Way Plans (if required), and submission of Bid Package including Construction Plans, Specifications and Estimates.

SCOPE OF WORK

The basic tasks the consultant may be expected to accomplish for project assignments are listed as follows:

PHASE I – LOCATION STUDY

1. Alignment Study
2. Environmental Investigations and Documentation
3. Property Ownership, Location Survey & Mapping
4. Coordination
5. Public Involvement

PHASE II – PRELIMINARY DESIGN

1. Subsurface Utility Engineering
2. Drainage Analysis
3. Geotechnical Investigations
4. Preliminary Design Plans
5. Coordination
6. Public Involvement

PHASE III – FINAL DESIGN

1. Right-of-Way Design
2. Final Design
3. Coordination
4. Public Involvement
5. Construction Bid Documents

PHASE IV – CONSTRUCTION SERVICES

1. Construction Engineering and Management

PHASE I – LOCATION STUDY

1. Alignment Study

The City may require the Consultant to conduct alignment studies in accordance with the NMDOT Location Study Procedures (i.e. Phase IA, IB). The scope shall be defined and negotiated on a project-by-project basis. This work involves the development and preparation of an Alignment Study Report which may include, but is not limited to, a traffic analysis (intersection capacity analysis, queuing analysis and signal timing recommendations) for existing and design year conditions; evaluation of right-of-way and needs; drainage system evaluation and improvement recommendations; and bridge evaluation and recommendations. The traffic analysis portion of the alignment study shall be conducted in accordance with the latest traffic engineering guidelines and software. When required, Two (2) copies of the Alignment Study Report shall be submitted to the City.

The primary purpose of the Alignment Study is to provide recommendations for improvements to the existing facilities and/or construction of new facilities including:

- Need for turning lanes.
- Need for improvements to vertical and horizontal alignment.
- Need for street lighting, signal hardware improvements, and signal interconnect.
- Evaluation of existing right-of-way and preliminary right-of-way requirements.
- Drainage investigations, analysis and recommendations for improvements.
- Bridge structure recommendations and evaluation of structure types.

2. Environmental Investigations and Documentation

The Consultant shall determine the environmental level of effort required for a project assignment and prepare environmental clearance documents (i.e. checklist, CE, EA, EIS, etc.), if necessary (see "NOTE" below). Prepare required environmental, cultural and/or biological reports as appropriate for a project assignment including permit application submittals (i.e. NPDES, 401, 404, etc.) Reports must be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports shall be prepared in accordance with applicable guidelines and regulations. The following outlines tasks that may be required for project assignments:

- Review the most recent list of federal endangered and threatened species in Santa Fe County to determine the potential presence of any listed species in the project vicinity, as required under the Endangered Species Act.
- Conduct a biological survey and prepare a biological memorandum.
- Conduct a cultural resources survey and prepare a cultural resources report.
- Coordinate cultural resource findings with the Archaeological Review Committee.
- Coordinate with the State Historic Preservation Officer, City Historic Preservation personnel and Native American Tribes, as necessary.
- Conduct jurisdictional wetland determination and delineation, and if necessary, provide a report for regulatory agency review and approval.
- Coordinate with the US Army Corps of Engineers and New Mexico Environment Department.
- Complete a US Army Corps of Engineers Nationwide Permit Application form.
- Submit the biological and cultural resources technical reports to the City of Santa Fe for review and incorporate any requested revisions. Submit the appropriate number of final documents and attachments to the City of Santa Fe.
- Public involvement, including meetings and preparation of comment forms.
- Noise and air technical analyses.
- Impacts to prime or unique farmlands or farmland of statewide or local importance.
- Biological or hazardous materials issues.

All reports submitted to the City are subject to City approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Consultant shall; determine, recommend, and obtain the City's concurrence on the preferred alternative to be used for final design.

NOTE: National Environmental Protection Act (NEPA) requirements will be determined by the Consultant in coordination with the City on a project-by-project basis.

3. Property Ownership, Location Survey & Mapping

Research and investigate adjacent property ownership within areas of new construction by use of county and/or city records. The Consultant shall provide a location survey to include location of fences, structures, and above ground utilities (i.e. manholes, pull boxes, etc.) that could conflict with proposed improvements should be identified. Use of City GIS orthophotography in conjunction with the location survey is acceptable. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor and conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors.

The Consultant, having obtained all the necessary records and field data, will show all pertinent survey data and information (i.e. existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric plan and profile sheets and shown on these sheets.

4. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, etc.)

5. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE II – PRELIMINARY DESIGN

1. Subsurface Utility Engineering

The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of City proposed construction projects. Such SUE effort may include all necessary records research, field investigations (designation), pot-holing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. Pot-holing (locating) is only anticipated if substructure construction/excavation is required. After identifying

utility locations the Consultant shall map utility locations onto plan and profile sheets and aerial photographs. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE consultants.

2. Drainage Analysis

The Consultant will be required to evaluate the necessary level effort for floodplain evaluation and drainage engineering analysis and design needed considering the scope of the project assignment. This may include, but is not limited to evaluation of flows, FEMA/FIRM base flood elevations and floodplain management related issues (i.e. CLOMR/LOMR, etc.), recommendations for erosion/scour protection, and recommendations for the replacement of existing affected drainage structures or addition of new structures in the immediate area.

The drainage report will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any problems. The Consultant shall submit two (2) "Draft" Drainage Reports for review and comment by City staff. Upon addressing comments from City staff, the consultant shall furnish the City two (2) bound hard copies and a digital version including all data files of the final Drainage Reports.

Prior to performing a drainage study, the Consultant shall meet with the City's Project Manager to discuss the analysis of existing and proposed drainage structures. The Drainage Report shall include:

- Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- Discussion of soil types
- Vegetation and land use distribution
- Curve number or rational formula "C" calculations
- *Time of concentration calculations*
- Drainage area topographic map with existing structures inventory
- Drainage areas
- Design discharges and corresponding physical properties. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, stormwater quality enhancement and meet all floodplain management criteria.
- Summary of the drainage field inspection results including City personnel (public and other local agencies) interviews and drainage structure field inspection forms
- CME's required to construct and maintain the structures
- Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis
- Preliminary erosion protection and energy dissipaters design and preliminary details

For urban projects, the preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Drainage Report. The Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.

Floodplain issues shall be addressed completely to assure the project is in compliance with all applicable federal, state and City of Santa Fe regulations.

A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Drainage Report, the Consultant shall perform, on all major structures or channels, a hydraulic analysis using the appropriate (HEC-2, HECRAS, SWMM or WSPRO) computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); floodplain maps & profiles, inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Consultant shall prepare and submit a Notice of Intent (NOI) groundwater application, as may be required. If Section 401 and 404 applications are required, the Consultant shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation, as applicable.

For urban projects, include in the Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.

If the disturbed area is greater than one acre, the Consultant shall prepare a storm water pollution prevention plan (SWPPP) and submit a Notice of Intent (NOI) to the Environmental Protection Agency on behalf of the City. The Consultant shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.

If the project is located in a designated flood hazard area, the consultant shall determine if and prepare all applications for permits required on the project. The consultant shall prepare any submittals needed for Letters of Map Change that may be required based upon the final design and/ or construction as appropriate.

The Consultant shall use the NMDOT "Drainage Design Manual – July 2018", and "National Pollutant Discharge Elimination System Handbook", current edition, and all relative FEMA documents for methodologies and references needed in preparation of the Drainage Report.

3. Geotechnical Investigations

A. Geotechnical Services - General

The Consultant may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment.

The City may elect that the Consultant provide geotechnical services as defined below:

Geotechnical Investigation and Laboratory Testing

Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- Project location map
- Description of the project scope
- Presentation of the field investigations
- Descriptions of the earth materials encountered during the field investigation
- Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- For bridge elements, one soil boring and/or rock core shall be completed at each abutment and each pier element. At the abutments the borings should be taken to a depth of 80 feet. At the piers, the borings should be taken to a depth of 100 feet. Lesser depths of exploration will be acceptable with the presence of bedrock or very dense soil strata.
- For drainage structures, the need for borings will be determined on a site by site basis.
- Geophysical test results
- Plan and profile sheets with test holes or pits shown in plan and profile views

Geotechnical Design Recommendations

Final design recommendations shall address some or all of the following:

- Stabilization/densification of unsuitable embankment or native soils
- Slope stability/steepened slope design
- Mitigation of settlements

- Rock excavation and blasting requirements
- Maximum cut slope angles in soil and rock
- Suitability of foundation soils or rock to support an embankment or structure
- Shrink and swell factors of earthwork
- Groundwater affecting the project/need for cut-off trenches
- Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

Geotechnical Report

The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism including final pavement design. An electronic copy of this report shall be submitted to the City in conjunction with the Preliminary Design Plans.

B. Geotechnical Services – Structures & Foundations

The Consultant may be required to provide geotechnical recommendations related to any structures and submit a Foundation Report. The Foundation Report, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives.

The City may elect that the Consultant provide geotechnical services as defined below.

Retaining Walls

Retaining walls shall be designed based on AASHTO and/or FHWA DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (MSE) walls will utilize NMDOT's approved MSE wall manufacturers.

Bridge Foundation Analysis

Perform geotechnical analysis of foundations to determine type, size and depths of foundations recommended. Load capacity analysis for vertical loads including immediate and long-term settlement analysis will be required. Lateral load analysis will be required to develop equivalent points of fixity, substructure stiffness and design forces of substructure elements. Suitable design methods are covered in the Manual or as recommended by the State Geotechnical Engineer. Provide a written report, showing completed soil boring lab test results, engineering analysis, foundation recommendations and required foundation depths.

Approach Embankment Analysis

Approach embankments shall be analyzed for long-term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils.

Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.

Foundation Report

The Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report may be included as a part of the Geotechnical Report.

4. Preliminary Design Plans

The Consultant may be required to provide or conduct the following:

Preliminary Design Plans

Provide preliminary design plans (30% completion plans) for the project which may include: traffic signal & lighting and intersection design details, geometrics, traffic control plan, plan and profile sheets showing recommended horizontal and vertical alignment, typical sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as bridges, retaining walls, and major drainage structures and a preliminary construction cost estimate by construction type. Project plans shall be prepared to the City's standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the City.

Project plans shall be prepared to the NMDOT's Standards for general content and format.

30% Completion Design Review

Schedule and conduct the 30% completion design review. The review shall include the preparation of the 30% completion review report. Project plan shall be prepared to the City's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Consultant shall submit and distribute (1) full sized bound plan set printed to scale and (1) PDF set. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

5. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having

jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, etc.)

6. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed

and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE III - FINAL DESIGN

1. Right-of-Way Design

The City may require right-of-way design services. If required, a portion or all of the services listed below will be negotiated. When right-of-way design services are necessary, the Consultant will provide right-of-way surveying, mapping, title reports, appraisal, negotiation and monumentation.

Right-of-Way Surveying

The development of the right-of-way surveying work shall be closely coordinated with the City staff.

All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions and amendments.

Prior to commencing right-of-way surveying the Consultant shall meet with the City to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required. The Consultant shall then submit the work-hour and fee proposal for the right-of-way surveying, right-of-way mapping and monumentation requirements to the City.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, the Consultant shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. Some of these features may have been obtained during the location survey phase of the project but they may need to be appropriately tied to the right-of-way surveys and maps. Also, provide sufficient survey information on ties to existing or set monuments on the project.

The Consultant, having obtained all the necessary field data, will prepare the right-of-way survey maps and will show all pertinent survey data, existing right-of-way limits, intersecting property lines, accepted and rejected monuments, encroachments, buildings, billboard signs or structures within fifty feet of the right-

of-way, etc., annotation and notes upon which future right-of-way acquisition boundaries will be electronically overlaid and computed.

Right-of-Way Mapping

The Consultant shall meet with the City to review the completed right-of-way survey map. Key topics of review and discussion at this session will be confined to the methodology utilized in the determination of existing right-of-way limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting should be scheduled prior to beginning the preparation of right-of-way maps.

The Consultant will prepare the preliminary right-of-way maps for presentation and review at the 60% completion design review. Immediately following the review and, prior to the 90% completion design review, the Consultant shall submit three (3) final Right-of-Way Map print sets of the final Right-of-Way Map with one copy of all documents including legal descriptions and title reports to the City for first review. Ownership shall be shown on the right-of-way maps exactly as listed in the title reports. These final Right-of-Way Maps shall locate all parcel takes and construction maintenance easements. Temporary construction permit locations shall also be shown on the map if they are located in areas for which mapping has been developed. All temporary construction permits shall, however, be listed on the parcel block sheet of the final Right-of-Way Maps as well as shown on the plan and profile sheets. The City will not provide an extensive detail check of any of the final maps and plans. Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full responsibility of the Consultant. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility of the Consultant as outlined above.

The second review prior to the 90% completion design review is primarily for the purpose of assuring that the red-lined markups of the first review set have been made and to assure that items of concern resulting from the first review are adequately addressed and communicated to the Consultant. If alignments or other major changes occur to the right-of-way maps presented for the first review, the City shall be notified and may result in additional time necessary for reviews by the City.

Title Reports

All title services work shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989 and the policies and procedures as contained in the NMDOT Right-of-Way Handbook Volume II, utilizing the forms and/or formats set out therein.

Note: For work-hour estimates assume 10 title reports will be required, each a 33 year abstract.

Takes and Construction Maintenance Easements (CME's)

The Consultant shall provide the following:

- A thirty-three (33) year certified title search on every parcel affected in the right-of-way acquisition.
- A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
- Copies of all pertinent documents described in Chain of Title (Index).
- A five year tax search (or computer print out) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.
- Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
- Work map and index identifying each parcel abstracted.
- Information on any mortgages, liens, or judgments that have been released of record does not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.

Temporary Construction Permits (TCP's)

The Consultant shall provide the following:

- Provide current ownership.
- Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.

General

The Consultant shall:

- Execute and submit with each title report the "Certificate of Title" form and hold the title reports in confidence and reveal the title reports or opinions only to the City unless otherwise directed in writing by the City.
- Deliver title reports to the City "satisfactorily completed" in a timely manner. Delivery of such shall be defined as (1) actual transfer of possession in the form approved by the City incorporating all required corrections and clarifications, and (2) written acceptance by the City of the Consultant's work.
- The City's acceptance or rejection of the Consultant's work product shall be given in writing. The City shall return deficient or inadequate title reports within 30 calendar days of receipt.
- The dates for the submission of title reports shall be determined at the initial meeting between the City and Consultant.
- All documents must be letter size, except for surveys and/or maps, which may be folded. All title reports must be bound securely (abstract form). All title reports submitted must be prepared by a licensed and bonded Title Company.
- Promptly correct all deficiencies and return the title reports for further review within (30) calendar days from date of return.
- Be fully responsible for the accuracy of all work.

The City shall:

- Shall return to the Consultant, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable.
- May hold a review of the title work for the purpose of further discussion of the type of title work required.
- Shall make available to the Consultant, City records as may be available and pertinent for the purpose of the work herein described.
- May schedule and hold a review with the Consultant and representatives of the City involved in the project as necessary.

Monumentation

Upon assignment of a final map date by the City, the Consultant shall prepare the preliminary monumentation mapping, field staking of right-of-way limits as defined by the final Right-of-Way Maps and Right-of-Way Certification and recordation of the final Right-of-Way Monumentation Map(s) will be required. The final monumentation maps shall meet the NMDOT's Monumentation Mapping guidelines/policies and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.

2. Final Design

The Consultant may be required to provide or conduct the following:

60% & 95% Completion Design Plans

Provide 60% & 95% design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, proposed right-of-way limits, storm drain system identification, drainage requirements, TЕСSM plan, traffic control plan and sequence of construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures (and aesthetic details if necessary) and a construction cost estimate by construction type. Identification of areas requiring work permits, temporary construction permits and construction maintenance easements may also be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

60% & 95% Completion Design Review

Schedule and conduct the 60% & 95% completion design review with appropriate City staff. The Consultant shall prepare the 60% & 95% completion review reports (or meeting minutes).

Project plans shall be prepared to the City's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Consultant shall submit and distribute (1) full

sized bound plan set printed to scale and (1) PDF set. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

The Consultant shall provide final design plans, which may include, but are not limited to, the following:

1. General Sheets
 - Title Sheet
 - Vicinity Map
 - Project Layout Sheet
 - Index of Sheets
 - Summary of Quantities
 - General Notes and Incidental Items
 - Environmental Concerns and Mitigation Measures
2. Miscellaneous Sheets
 - Typical Sections
 - Miscellaneous Details
 - Surfacing Schedule
 - Structure Quantities
 - Miscellaneous Quantities
 - Curb and Gutter Layouts
 - Metal Barrier Layouts
 - Erosion and Sediment Control
 - Seeding and Landscaping
 - Grading
 - Visual/Aesthetic Details
3. Plan and Profiles Sheets
 - Mainline
 - Cross Roads
4. Turnout Profiles
5. Bridge/Retaining Wall/Noise Wall Plans
6. Traffic Control Plans
 - Notes
 - Sequence of Construction
 - Sign Face Details
 - Traffic Control Plans
7. Signal Plans
 - Signal Warrant Analysis for at-grade intersections
 - Signal Design Plans

- Interconnect Plans
- 8. Lighting Plans
 - Lighting Analysis
 - Lighting Plan
- 9. Permanent Signing and Striping Plans
 - Plans
 - Overhead Signs
 - Sign Face Details
- 10. Drainage Plans
 - Plan and Profile
 - Structure Sections
 -
- 11. Earthwork Cross-Sections
- 12. Performance Specifications
 - Small projects not requiring full plans

3. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, etc.)

4. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

5. Construction Bid Documents

The Consultant shall submit the completed final design plans, specifications and estimates and all related documents to the City of Santa Fe. The final design package may include the following:

- i. Two (2) full-size copies of final design plans (36"x 24"); signed by the City's Public Works Director, Engineering Division Director, ADA Coordinator and Historic Preservation Division Director
- ii. ONE (1) half-size copies of final design plans (12"x18" or 11"x17");
- iii. One (1) electronic copy of the final design plans.
- iv. One (1) paper and electronic copy of the final cost estimate.

- v. One (1) electronic copy and one (1) bound final sets of complete bidding documents, including wage rates and signed advertisements
- vi. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings" two (2) 36" x 24" paper copy and on CD in AutoCAD format (version 2013 or more current).

PHASE IV – CONSTRUCTION SERVICES

1. Construction Engineering and Management

The City may require Construction Engineering and Management Services during construction. If required, a portion or all of the services listed below will be negotiated.

The construction phase will commence with the award of the construction contract and continues until the one-year warranty inspection and report is submitted by the Consultant and approved by the City. The Consultant shall be the representative of the City during the construction phase and shall advise and consult with the City Project Manager regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions, and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.

The Consultant shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

1. Preconstruction meeting with the Construction Contractor, Owner, Utilities;
2. Daily construction observation, oversight, inspection and daily diary entry;
3. Construction management basic services including:
 - Construction Engineering Technical Support;
 - Review of Construction Contractor material submittals or shop drawings;
 - General project review and response to Construction Contractor's requests for information and clarification;
 - Change order review and preparation;
 - Claims review, documentation, and correspondence;
 - Provide As-Constructed Quantities;
 - Receive, review and approve progress payments (to be forwarded to the City);
 - Preparation and authorization of field inspections and punch lists; and
 - One-year warranty inspection and report

B. Wilson & Company Unit Rate Schedule

2018-2019

		Proposed Rate Schedule	
Employee/Class/Activity Type, Code & Name		Reg. Rate	O/T Rate
A1	INTERN ARCHITECT/JOB CPTN(UNLIC)	76.00	76.00
A2	INTERN ARCHITECT/JOB CPTN(UNLIC)	81.00	81.00
A3	INTERN ARCHITECT/JOB CPTN(UNLIC)	105.00	105.00
A4	ARCHITECT/(LICENSED)	121.00	121.00
A5	ARCHITECT (LICENSED)	142.00	142.00
A6	ARCHITECT (LICENSED)	162.00	162.00
A7	ARCHITECT (LICENSED)	180.00	180.00
AD1	RECEPTIONIST/FILECLERK/MAINT I	49.00	73.50
AD2	ADMIN ASST II/ RECEPT/MAINT II	51.00	76.50
AD3	ADMIN ASST III/ RECEPT/MAINT III	71.00	106.50
AD4	ADMIN ASST IV/EXEC ASST IV	82.00	123.00
AD5	SR ADMIN V/EXEC ASST V/ ADM MGR	92.00	138.00
FC1	CONSTRUCTION OBSERVER	54.00	81.00
FC2	CONSTRUCTION OBSERVER	64.00	96.00
FC3	CONSTRUCTION OBSERVER	74.00	111.00
FC4	CONSTRUCTION OBSERVER	92.00	138.00
FC5	CONSTRUCTION OBSERVER	115.00	172.50
FC6	CONSTRUCTION OBSERVER	123.00	123.00
FC7	CONSTRUCTION OBSERVER	138.00	138.00
FS1	CHAINMAN	48.00	72.00
FS2	RODMAN	58.00	87.00
FS3	INSTRUMENTMAN	68.00	102.00
FS4	PARTY CHIEF	78.00	117.00
FS5	CHIEF SURVEYOR, FIELD SUPERVISOR	108.00	108.00
FS6	DEPARTMENT HEAD	138.00	138.00
FS7	SR DEPARTMENT MANAGER	178.00	178.00
IA1	INTERN	38.00	57.00
IA2	COLLEGE STUDENT	52.00	78.00
IA3	GRAD STUDENT/COLLEGE GRAD	58.00	87.00
MK3	MRK CORD III/GRAPHIC ART III	88.00	88.00
MK4	MRK MGR IV/ GRAPHDESIGN IV/ JR BD	108.00	108.00
OD1	APPRENTICE DRAFTER	52.00	78.00
OD2	DRAFTER, TRACER, PLOTTER OPERAT	60.00	90.00
OD3	DRAFTER, DETAILER	76.00	114.00
OD4	SR DRAFT, DETAIL, CAD OPERATOR	96.00	144.00
OD5	SR DRAFT, DETAIL, SQUAD LEADER	98.00	147.00
OD6	CHIEF DRAFTER	104.00	156.00
OP1	APPRENTICE STEREO OPERATOR	48.00	72.00
OP2	STEREO OPERATOR	56.00	87.00
OP3	STEREO OPERATOR	68.00	102.00
OP4	SR STEREO OPER, SQUAD LEADER	78.00	117.00
OP5	PHOTOGRAMMETRIST, SUPERVISOR	98.00	98.00
OP6	CHIEF PHOTOGRAM, DEPARTMENT HEAD	128.00	128.00
OP7	CHIEF PHOTOGRAM	158.00	158.00
P1	GRAD ENG/ARCH IN RES (UNLIC)	88.00	88.00
P2	GRAD ENG/ARCH IN RES (UNLIC)	98.00	98.00
P3	STAFF DETAIL DESIGNER (UNLIC)	114.00	114.00
P4	STAFF DETAIL DESIGNER (LICENSED)	136.00	136.00
P5	PROJECT DESIGNER (LICENSED)	172.00	172.00
P6	PROJECT DESIGNER (LICENSED)	216.00	212.00
P7	DEPT HEAD, PRINCIPALS, (LIC)	285.00	285.00
P8	PRINCIPALS (LICENSED)	285.00	285.00
PD1	DETAIL DESIGNER (UNLICENSED)	86.00	102.00
PD2	SR DETAIL DESIGNER (UNLICENSED)	79.00	118.50
PD3	SENIOR DESIGNER II	106.00	159.00
PD4	SENIOR DESIGNER III	118.00	118.00
SP1	RE SPEC/PLNNR/SR ROW/PM/OTHR	92.00	92.00
SP3	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	112.00	112.00
SP4	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	142.00	142.00
SP6	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	252.00	252.00



Sub-consultant Unit Rate is available in the last section , G. Any Additional Pertinent Information.

G. Any Additional Pertinent Information

Additional sub-consultant unit rates are provided in the next several pages.

Classification	Proposed Rate
Surroundings	
Principal in Charge	\$165
Project Landscape Architect	\$120
Project Manager/Designer	\$100
CAD/Graphics	\$85
Project Assistant/Admin	\$70
Western Technologies	
Principal Engineer	\$145
Project Engineer	\$125
Staff Engineer	\$85
Field Engineer/Geologist	\$75
Engineering Technician	\$58
Keers	
Project Manager Project Leader	Keers is familiar with the City of Santa Fe projects and the unit rate is based on the total square foot of the building including floors, basement or tunnel/crawl space.
Santa Fe Vacuum Excavation	
Project Manager	\$150



2019-2020 Billing Rates by Division

The following rates are effective through 12-31-2020.

Division: Right of Way

Classification:	NM
Principal-	\$ 178.00
VP-Division Director	\$ 160.00
Right of Way Division Manager-	\$ 130.00
Project Manager-	\$ 120.00
Senior Right of Way Agent-	\$ 100.00
Right of Way Field Agent-	\$ 90.00
Right of Way Technician-	\$ 78.00
Title Examiner-	\$ 98.00
Permit Specialist-	\$ 95.00
Clerical-	\$ 55.00
Editor-	\$ 75.00

Division: GIS/Mapping

Classification:	NM
Project Manager-	\$ 93.00
GIS Specialist II-	\$ 83.00
GIS Specialist I-	\$ 63.00

Expenses: All Divisions

Classification:	NM
<u>Mapping-</u>	
8.5"x11"	\$ 0.77
11"x17"	\$ 1.52
Line-plain (per foot)	\$ 2.62
Line-glossy (per foot)	\$ 3.52
Graphic-plain (per foot)	\$ 4.25
Graphic-glossy (per foot)	\$ 8.25
<u>Travel-</u>	
Mileage-Standard vehicle	IRS***
Mileage-4WD (per mile)	\$ 0.75
Lodging-	GSA^
Meals	GSA^
Per Diem	GSA^
Airfare	Actual*
Ferry	N/A
<u>Equipment-</u>	
Trimble GPS (day)	\$ 103.00

Trimble GPS (week)	\$ 403.00
Epoch 50 RTK Rover (day)	\$ 103.00
Epoch 50 RTK Rover (week)	\$ 403.00

Fees-Subconsultants-

Copies	Actual*
Permit fees	Actual*
Filing fees	Actual*
Sub-consultants	Cost**
Taxes	Actual*

* Actual denotes actual cost will be billed.

** Cost denotes Cost plus 10% markup

*** IRS denotes the allowed deduction rate as determined by the IRS for the date the expense was incurred.

^ denotes GSA Schedule rate for area and time period the expense was incurred.

N/A denotes Not Available.



WESTERN TECHNOLOGIES INC.

2019 FEE SCHEDULE

GEOTECHNICAL ENGINEERING SERVICES

PERSONNEL

Principal Engineer, P.E.....	\$145.00/hr.
Project Engineer	\$125/hr.
Staff Engineer, E.I.T.	\$85.00/hr.
Field Engineer/Geologist	\$75.00/hr.
Engineering Technician	\$58.00/hr.
Overtime.....	1.5 Times Hourly Rate
Mileage	0.55/mile
Per Diem.....	\$145.00/man/day

GEOTECHNICAL LABORATORY TESTING

(Applicable ASTM Procedure-Unless Otherwise Noted)

Classification (Visual/Manual Procedure)	\$10.00/ea.
Grain Size Analysis.....	\$65.00/ea.
Atterberg Limits, Plasticity	\$75.00/ea.
-#200 Wash.....	\$35.00/ea.
Moisture Content	\$15.00/ea.
Dry Density Determination	\$15.00/ea.
Consolidation, Initial Setup	\$100.00/ea.
Additional load increments or saturation	\$55.00/ea.
ASTM Expansion Index	\$200.00/ea.
Swell-Compression	\$75.00/load
Hydrometer Analysis (includes mechanical sieve).....	\$175.00/ea.
Maximum Density-Optimum Moisture Relations (ASTM:D1557 & 698)	\$165.00/ea.
R-Value	\$250.00/ea.
Specific Gravity.....	\$75.00/ea.
Soluble Sulfates & Chlorides	\$60.00/ea.
pH	\$20.00/ea.
Resistivity	\$125.00/ea.
Sample Preparation	\$55.00/hr.
Direct Shear.....	\$175/each
Unconfined Compression, soil.....	\$25.00/each



**Western
Technologies
Inc.**
The Quality People
Since 1965

**WILSON
& COMPANY**



DRILLING/EXPLORATION SERVICES *

Geotechnical Exploration*

CME 75, 7" (Hollow Stem Auger Drilling to 50 feet maximum).....	\$8.50/foot
CME 75 7" (Hollow Stem Auger Drilling 50 feet to 150 Feet)	\$18.00/Ft
Mob/Demob	\$4.50/mile
Hand Auger Drilling Crew and Equipment	\$185.00/hr.
Job Preparation	\$80.00/hr.
Support Vehicle (4-Wheel Drive).....	\$90.00/day
Standby/Steam Cleaning	\$100.00/hr.
Crew Travel Without Rig	\$115.00/hr.

* Drilling fee estimates can be provided on a per-foot basis given a specific site location and scope of work.



**Western
Technologies
Inc.**
The Quality People
Since 1955

**WILSON
& COMPANY**

City of Santa Fe, New Mexico

memo

DATE: July 10, 2019

TO: Public Works Committee/Finance Committee/City Council

VIA:

Regina A. Wheeler, Public Works Department Director
John J. Romero, Engineering Division Director *JR*

FROM: Melissa A. McDonald, RLA, and River & Watershed Coordinator *MM*

ITEM/ISSUE: RECOMMENDATION OF APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT FOR ON CALL DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$500,000 PER VENDOR EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGR).

BACKGROUND/SUMMARY:

The City of Santa Fe Engineering Division of the Public Works Department requests approval of on call professional design services contracts to address small project development and emergency repair needs for a variety of City roadways, arroyos, open space, and parks improvements, renovations, and repairs.

A request for proposals was advertised on May 13, 2019 for '19/41/P On Call Professional Design Services. Ten proposals were received on June 10, 2019 with two bidders qualifying for for partial local preference as per SFCC 11-13-E City Procurement Code. The proposals were evaluated for completeness and alignment with the requests of the RFP, and upon review six firms were selected. Given the diversity of potential project needs, these six companies were deemed a good fit with required skills to complete projects for the City. All of these vendors are recommended to allow the city to have flexibility with projects for which they have proven extensive experience.

We have utilized on call design contracts over the past 10 years for various public works projects and repairs that have involved improvements such as roadway design, traffic circles, trail, sidewalk, curb, gutter, ADA curb ramp, and arroyo and drainage system improvements. Individual expenditures using these contracts ranged from \$1,000 to \$200,000. This has been an effective way to address smaller projects and emergency needs for the City, but our current contract has expired. Availability of funds for these services will be identified and budgeted, as needed, for each individual Capital Improvement Project. Execution of these agreements does not constitute a promise to purchase any amount of said work. Total compensation under the contracts will not exceed the cap amount of \$500,000 per vendor

unless the Governing Body approves a cap adjustment and a contract amendment. In light of the 2018 storm events which created a need for emergency repairs, the Public Works Department's current Capital Improvement Projects (CIP) totaling \$80 million, Gross Receipt Tax (GRT) projects totaling \$20 million, future watershed and stormwater drainage projects estimated at \$30 million, multiple contracts occurring at once, and an increased in statewide workload demand, the need to have an on call contract for design to reduce costs and protect the public from damage-related hazards is paramount.

There are proposed improvements and unanticipated repairs within the Public Works Department that could immediately benefit from the availability of this contract over the term:

• Acequia Trail (Rufina to San Felipe)	\$	300,000.00
• Arroyo Chamisos improvements/repairs	\$	500,000.00
• Arroyo Pinos improvements	\$	50,000.00
• Arroyo San Antonio improvements	\$	50,000.00
• Canada Rincon Trail	\$	100,000.00
• Cerro Gordo retaining wall	\$	75,000.00
• Guadalupe Bridge rehab	\$	25,000.00
• Harrison Road lighting and sidewalk improvements	\$	20,000.00
• Misc. arroyo repair	\$	200,000.00
• Misc. culvert/conduit repair projects	\$	300,000.00
• Misc. drainage channel improvements	\$	200,000.00
• Misc. low-water crossings/minor bridge repair	\$	300,000.00
• Misc. trail/sidewalk repair projects	\$	200,000.00
• Road protection at Hillside Ave	\$	60,000.00
• Road Protection/culvert repair at Richards Ave	\$	150,000.00
• Road protection/culvert repair at Rincon de Torreon	\$	60,000.00
• Santa Fe River / Siler Rd trash rack	\$	25,000.00
• Santa Fe River and tributary repairs	\$	300,000.00

RECOMMENDED ACTION:

THE PUBLIC WORKS DEPARTMENT RECOMMENDS APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT FOR ON CALL PROFESSIONAL DESIGN SERVICES IN THE AMOUNT NOT TO EXCEED \$500,000 PER VENDOR EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGRT) FOR A FOUR-YEAR TERM FOR THE FOLLOWING COMPANIES:

- BOHANNAN HUSTON INC (MUNIS #3200832)
- MILLER ENGINEERING/SOUDER, MILLER & ASSOCIATES (MUNIS #3200834)
- SANTA FE ENGINEERING, LLC (MUNIS #3200833)
- WESTON SOLUTIONS, INC (MUNIS #3200836)
- WILSON COMPANY, INC (MUNIS #3200837)
- WSP COMPANY/LOUIS BERGER GROUP, INC (MUNIS #3200838)

Attachments: PSA Agreements/Summary of Contract (6), Evaluation Committee Report



City of Santa Fe New Mexico

Memorandum



DATE: July 7, 2019

TO: Shirley Rodriquez, Purchasing Officer *SR*

FROM: Melissa A. McDonald, Public Works Department –Engineering Division/River and Watershed Section *MM*

VIA: John J. Romero, Engineering Division Director *JJR*

ISSUE: Award of Request for Proposal # 19/28/P *412*

BACKGROUND AND SUMMARY:

On May 13, 2019, the City advertised for request for proposals RFP #19/41/P. This RFP was for on call professional design services.

This project is important to the City to assist our project manager's ability to address small project development and emergency repair needs for a variety of City roadways, arroyos, open space, and parks for improvement, renovations, and repairs. Ten proposals were received on June 10, 2019 with two bidders qualifying for partial local preference as per SFCC 11-13-E (City Procurement Code).

We have utilized on call design contracts over the past 10 years for various public works projects and repairs that have involved improvements such as roadway design, traffic circles, trail, sidewalk, curb, gutter, ADA curb ramp, and arroyo and drainage system improvements. Expenditures on these contracts ranged from \$1,000 to \$200,000. This has been an effective way to address smaller projects and emergency needs for the department.

The committee applied the following criteria to rank the proponents:

- 1) Project Understanding & Approach
- 2) Experience, Training and Education
- 3) Past Performance
- 4) Knowledge of Local Conditions
- 5) Quality Assurance
- 6) Quality of Proposal
- 7) Resource Availability

The proposals were reviewed for completeness and alignment with the requests of the RFP and upon review, the selected firms were deemed a good fit with required skills to complete projects for the Public Works Department. Interviews were not held as the committee felt that

the detailed information provided by each of the respondents was sufficient to make a reasonable decision.

In response to the RFP, the City received and evaluated 10 proposals. The following proponents applied:

1. Santa Fe Engineering*
2. WSP- Louis Berger*
3. Souder Miller and Associates (Miller Engineering)*
4. Bohannon Huston*
5. Wilson and Company*
6. Weston Solutions*
7. HDR
8. Watermark Engineering
9. MolzenCorbin
10. Lloyd & Associates

The evaluation committee selected six applicants (see identified with * above) to provide professional services for the project in the amount of \$500,000 for a 4-yr term.

The Department will budget funding for this service from various division and org numbers (formally business units).

ACTION:

The Public Works Department requests the Governing Body approve the recommendation of award to:

1. Santa Fe Engineering*
2. WSP- Louis Berger*
3. Souder Miller and Associates (Miller Engineering)*
4. Bohannon Huston*
5. Wilson and Company*
6. Weston Solutions*



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

RECEIVED
P5001815

FINANCE DEPT
CITY OF SANTA FE

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor Wilson & Company

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$500,000.00

Termination Date: August 30, 2023

☒ Approved by Council Date: pending

☐ or by City Manager Date: _____

Contract is for: On call contract for professional design services for small and emergency projects to be utilized by PWD divisions.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 19/41/P Date: May 13, 2019

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: First of a 4-yr contract

example: (First year of 4 year contract)

Shirley Rodriguez Digitally signed by Shirley Rodriguez
Date: 2019.08.01 17:01:08 -06'00'

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: varies **BU/Line Item:** varies

ADM 8/2/19
Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

None

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Melissa A. McDonald

Phone # 505-955-6840

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: 19/41/P OnCall Professional Design Service selected consultants (6)

Procurement Title: RFP

Solicitation RFP#: 19/41/P On Call Professional Design Services

Department Requesting/Staff Member Public Works Department/Engineering / Melissa A. McDonald

Procurement Requirements:

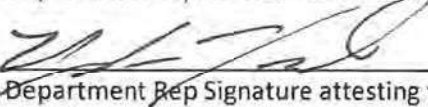
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees..

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Melissa A. McDonald, River and Watershed Section Manager

Department Rep Printed Name and Title

 07/11/19
Department Rep Signature attesting that all information included

Shirley Rodriguez Digitally signed by Shirley Rodriguez
Date: 2019.08.01 17:04:36 -06'00'

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Reviews/Reference Check Questionnaires
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pricing evaluation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final overall evaluation matrix or summary of evaluator scores
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

AWARD*

YES	N/A
-----	-----

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fully executed Memo to Committees from the Department with recommendation of award
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract Award Notice
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Email or notification sent to all Proponent(s)/Offerors that award was made
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waiver or "No Action Taken" from Procurement Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

DISCLOSURES*

YES	N/A
-----	-----

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractor Disclosures & Conflicts of Interest
	<input type="checkbox"/>	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractor –Conflicts of Interest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest Form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Procurement Office regarding the potential conflict
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Subcontractor Disclosures
	<input type="checkbox"/>	Disclosures & Conflicts of Interest form of Subcontractor(s)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Subcontractor –Conflicts of Interest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officer Letter or email to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Legal Office regarding the potential conflict
	<input checked="" type="checkbox"/>	Other: _____

CONTRACT*

YES	N/A
-----	-----

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of Executed Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of all documentation presented to the Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Finalized Council Committee Minutes
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

MISCELLANEOUS FILE*

YES	N/A
-----	-----

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local Preference Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	New Mexico Residence Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Veterans Exemption
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

NONE
PENDING 7/11/19

YES

N/A

☐
☐
☐
☐

☐
☐
☐
☐

Documentation from protester filed with the Purchasing Office
Letter from Department to Purchasing Office Providing response to protest
Letter from Purchasing Officer to protester and Department on final outcome
Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES

N/A

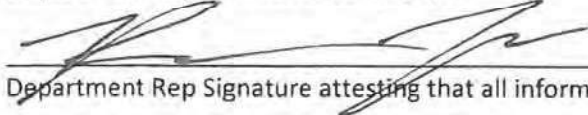
☒

☐

Original proposal (s) with no redactions

MELISSA MCDONALD

Department Rep Printed Name and Title



7/11/19

Department Rep Signature attesting that all information included









GB PWD WILSON A1 TO 19-0748

Final Audit Report

2020-10-28

Created:	2020-10-28
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyvWVOXJX98sNaRYo5QLPoCTTgAYA5uak

"GB PWD WILSON A1 TO 19-0748" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-10-28 - 3:25:02 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-10-28 - 3:28:20 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-10-28 - 7:55:13 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-10-28 - 7:57:26 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-10-28 - 7:57:33 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-10-28 - 10:48:56 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-10-28 - 10:51:35 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-10-28 - 10:51:35 PM GMT

Signature: Geralyn Cardenas
Geralyn Cardenas (Nov 18, 2020 08:04 MST)

Email: gfcardenas@santafenm.gov











GB PWD 20-0632 WILSON & CO AMENDMENT


Final Audit Report

2020-11-18

Created:	2020-11-17
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMMIq3FhWBoFkdqDT83zGpMBQOSaYkfu9

"GB PWD 20-0632 WILSON & CO AMENDMENT" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-17 - 8:31:15 PM GMT- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-11-17 - 8:34:54 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-11-18 - 3:35:49 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
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-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature
2020-11-18 - 3:42:36 AM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)
2020-11-18 - 3:04:14 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)
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-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
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Signature Date: 2020-11-18 - 3:49:52 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-11-18 - 3:49:52 PM GMT