

# *CITY OF SANTA FE*

## "REQUEST FOR PROPOSALS"

**CIP#530A- MECHANICAL ENGINEERING DESIGN SERVICES  
FORT MARCY RECREATION COMPLEX-  
MECHANICAL AND ELECTRICAL CONTROL**

**RFP # '15/05/P**



**PROPOSAL DUE:**

**OCTOBER 1, 2014**

**2:00 P.M.**

**PURCHASING OFFICE  
CITY OF SANTA FE  
2651 SIRINGO ROAD  
BUILDING "H" SANTA FE,  
NEW MEXICO 87505**

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**ADVERTISEMENT FOR PROPOSALS**

**PROPOSAL NUMBER '15/05/P**

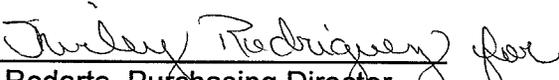
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, October 1, 2014**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**CIP#530A-MECHANICAL ENGINEERING DESIGN SERVICES  
FORT MARCY RECREATION COMPLEX -  
MECHANICAL AND ELECTRICAL CONTROL**

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment and Federal Transit Administration regulations. No local preference will be applied to the evaluation of the proposals.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: LeAnn Valdez, City of Santa Fe, Facilities Division, 2651 Siringo Road, Building E, Santa Fe, New Mexico, 87507, (505) 955-5938.

  
\_\_\_\_\_  
Robert Rodarte, Purchasing Director,

Received by the Santa Fe New Mexican Newspaper on: August 22, 2014  
To be published on: August 28, 2014

Received by the Albuquerque Journal Newspaper on: August 22, 2014  
To be published on: August 28, 2014

## PROPOSAL SCHEDULE

### RFP # '15/05/ P

1. Advertisement August 28, 2014
2. Issuance of RFP'S August 28, 2014
3. Pre-proposal Meeting September 18, 2014  
2:00 p.m.  
Facilities Division Conference Room  
2651 Siringo Road, Building E  
Santa Fe, NM 87507
4. Receipt of proposals October 1, 2014  
2:00 p.m. local prevailing time.  
Purchasing Office 2651  
Siringo Road Bldg., "H"  
Santa Fe, New Mexico  
87505 (505) 955-5711
5. Evaluation of proposals October 3, 2014
6. Interviews (If Necessary) October 7, 2014
7. Recommendation of award  
Public Works Committee October 27, 2014
8. Recommendation of award  
to Finance Committee November 3, 2014
9. Recommendation of award  
to City Council November 12, 2014

**DATES OF CONSIDERATION BY PUBLIC WORKS COMMITTEE, FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

## **INFORMATION FOR PROPONENTS**

### **1. RECEIPT OF PROPOSALS**

The City of Santa Fe (herein called "City"), invites firms to submit seven copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, October 1, 2014.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '15/05/P

Title of the proposal: CIP#530A- Mechanical Engineering Design Services  
Fort Marcy Recreation Complex-Mechanical and Electrical Control

Name and address of the proponent: \_\_\_\_\_

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

### **2. PREPARATION OF PROPOSAL**

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

### **3. ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal. Every request for such interpretations shall be in writing addressed to: Purchasing Officer, 2651 Siringo Road Bldg. "H", Santa Fe, NM 87505 and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

#### **4. LAWS AND REGULATIONS**

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

#### **5. METHOD OF AWARD**

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

#### **6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A summary of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

#### **7. RESIDENT and LOCAL PREFERENCE and NEW MEXICO RESIDENT VETERANS PREFERENCE**

##### RESIDENT and LOCAL PREFERENCE INTENT AND POLICY

The City recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The City also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

## APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978). To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted. For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Services Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472).

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the State Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

## NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 10% of the lowest bid, are all from the State of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business.

If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied. If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

## APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.10.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that

bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

**New Mexico Resident Preference Number (if applicable)** \_\_\_\_\_

## NEW MEXICO RESIDENT VETERANS BUSINESS PREFERENCE

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business." Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business.

### **8. PROTESTS AND RESOLUTIONS PROCEDURES**

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days of the City's final evaluation. Requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

## **SPECIAL CONDITIONS**

**1. GENERAL**

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

**2. ASSIGNMENT**

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

**3. VARIATION IN SCOPE OF WORK**

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

**4. DISCOUNTS**

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 21 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

**5. TAXES**

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

**6. INVOICING**

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, the purchase order number, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoices must be submitted to Facilities Division and NOT the City Purchasing Agent or Accounts Payable.

**7. METHOD OF PAYMENT**

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted, or as otherwise specified in the compensation portion of the contract documents.

**8. DEFAULT**

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods,

epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

**9. NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246, as amended. (<http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>)

**10. NON-COLLUSION**

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

# SCOPE OF SERVICES

'15/05/P

## Introduction

The City of Santa Fe is seeking the services of a qualified mechanical engineering/design firm to provide the construction drawings, specifications and contract documents for the Mechanical and Electrical Control at Fort Marcy Recreation Complex located at 490 Bishops Lodge Road, Santa Fe New Mexico.

## Location and Background:

1. The location of the project is the City of Santa Fe Fort Marcy Recreation Complex at 490 Bishops Lodge Road. The existing mechanical and electrical controls are outdated and need to be brought up to current standard specifications.

2. The Mechanical controls and mechanical equipment As-Builts are dated back to January 5, 1982 (attached). Since then, there has never been an upgrade in the equipment and now have exceeded their useful life. The building is being used differently than originally designed and there is an increase in patrons using the facility for recreation that include use of the pool, community room, gymnasium, locker rooms, racquetball courts and weight room/Cardio Vascular Fitness room all at the same times. The existing units are PACE units which are A-22/22F S1.

3. An additional swamp cooler is needed for the weight room and desk area.

4. The Recreation Division is in need of a mechanical and electrical control updated working system to be sized to sufficiently maintain the facility.

## Scope of Services:

The Scope of Work for the Mechanical Engineering Design Services – Mechanical and Electrical Control upgrade includes but is not limited to:

### A. Program Phase

1. The Engineer will develop a comprehensive program which establishes goals, collects facts, identifies concepts and establishes design criteria to meet the needs of the project. The program should be based on the information and requirements of this request for proposals and determine the current project requirements, based on:

- a) conceptual design
- b) equipment sufficient to meet anticipated needs
- c) assumptions about the anticipated use of the new equipment, to be included in the program report
- d) calculations supporting the sizing of the equipment, to be included in an appendix to the program report
- e) replacement of above ground and below ground distribution lines, and new or extensions of utilities required to support the essential and desirable design elements
- f) back-up power requirements in the event electric utility service is lost at the site

The deliverable will be the program report. The program report should cover all of the elements described in this Section A.

2. The Engineer's key design team members will initially meet with City staff to review the development of schematic designs for the project. It is critical that the design team have a thorough understanding of the criteria for the existing designs.

3. Analyze and design replacement of existing equipment.

4. Analyze and recommend replacement of existing above ground and underground utility lines, based on information obtained by the Engineer from the utility owners, including the City utilities. The Engineer shall arrange for line locator services and/or nondestructive pot-holing, if necessary, to identify the exact location of existing utilities that could conflict with construction design. Pot-holing (locating) is only anticipated for locations where substructure construction/excavation is required.

5. The Engineer shall include a first opinion of probable construction cost in the program report.

6. Quality Control: In the Program Phase and all other phases, the City expects an excellent quality assurance effort. The City expects the Engineer to thoroughly review all sub-consultant's reports, plans and specifications, prior to submittal to the City. The City reserves the right to reject submittals that show a lack of quality control. Should the City reject submittals for this reason, the City will not be charged for reproduction costs or any design costs associated with the follow up submittal. The City will not provide an extensive review of reports, specifications or 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.

7. The Engineer shall receive written approval of the program report from the City prior to proceeding with the Design Development services.

## B. Design Development Phase

1. From the approved Program Phase documents, the Engineer shall prepare the design development documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the entire project as to all structural, mechanical and electrical systems, materials, and such other design essentials as may be appropriate. Additionally, these documents shall identify design features, the probable construction project schedule, a detailed estimate of cost, equipment to be installed in the project, and a statement which identifies the need for any additional data, surveys, or tests required to support construction documents. The Consultant shall map existing and new utility locations onto plans and profile sheets.

2. The Engineer shall create and incorporate all design plans in AutoCAD. The AutoCAD software shall be at least AutoCAD 2013.

3. 50% plans should show design details, geometrics, including the depths and alignments of all of the existing utilities identified in the programming phase, typical sections, utility replacements, preliminary electrical plan, and a preliminary construction cost estimate by construction type. Include details as to the type, height, elevation and section views of all above ground structures.

4. After incorporation of City staff review comments of the 50% submittal plans, the Engineer, with assistance from key sub-consultants and City staff, will present the plans to the Recreation Division and the City governing body.

5. The Engineer shall receive written approval of the revised, 100% submittal plans from the City of Santa Fe prior to proceeding with the Construction Documents Phase services.

#### C. Construction Documents Phase

1. From the approved design development phase plans and documents, the Engineer shall prepare bidding plans and documents setting forth in detail the requirements for the construction of the project, which shall at a minimum include bid forms, the conditions of the contract for construction (general, and other conditions of the contract). The bidding documents shall be based on information contained in the design development drawings and other documents previously approved by the Owner. The bidding documents shall be in the form of a lump sum bid. Upon completion of the bidding documents, the Engineer shall brief the Owner on the bidding documents, specifically addressing previously approved requirements contained in the design development drawings and other documents. The Engineer shall, at this briefing, furnish to the Owner a detailed cost estimate. The Engineer shall be responsible for preparing a complete bid package. A copy of the approved construction plans, the approved project manual/request for bid, including the complete specifications, and the approved final cost estimate shall be provided to the Owner on a CD or flash drive, in both pdf and AutoCAD drawing formats. **At this time of bidding for the Request for Proposals, there is currently no funding allocated for construction. This will be determined at a later date by change order or so.**

2. The Engineer will assist the Owner by preparing and submitting applications for any permits required for construction.

**Upon City acceptance of the Construction Documents phase submittals described above, the following described design services may be added as an amendment to the Agreement between Owner and Engineer, if it is in the best interest of the City to do so.**

#### D. Bidding Phase

The Engineer, following the Owner's written approval of the bidding documents, shall assist the Owner in distributing the bid documents, answering questions from vendors and contractors, writing addendums, obtaining bids, and in awarding and preparing contracts for construction. The Engineer and a design team representative from each discipline shall attend the pre-bid meeting.

#### E. Construction Administration and 11 Month Warranty Phase

1. The construction phase will commence with the award of the contract for construction and continues until the one year warranty inspection and report is submitted by the Engineer and approved by the Owner.

2. The Engineer shall be the representative of the Owner during the construction phase and shall advise and consult the Owner.

3. The Engineer shall submit to the Owner, for approval, a list of critical inspection points based upon the construction schedule furnished by the contractor. The Engineer shall make periodic

visits to the site, a minimum of three per week during construction, and once a week schedule project status meetings with City staff and contractor. The Engineer, as appropriate during the progress of the work, shall notify the Owner in writing about the progress and condition of the work, and to adequately represent the Owner. Additionally, the Engineer shall guard the Owner against defects and deficiencies in the construction. During construction, the contractor's general foreman will maintain a set of construction plans, marked up with all as-built changes. If requested by the Owner, the Engineer shall provide a full time construction monitor at the site to coordinate project construction, minimize project time and cost, and maintain project quality. This would be considered as an additional service. After substantial completion, the Engineer will obtain the contractor's marked-up plans and produce and submit as-built plans to the City Project Manager.

4. Upon prior notice to the Owner, the Engineer shall conduct inspections to determine the dates of substantial completion and final completion; additionally, an eleven-month warranty inspection report shall be prepared and submitted to the Owner.

## SUBMITTAL REQUIREMENTS

### 1. SUBMITTAL PACKET

Seven copies of the proposal packet shall be submitted. The packet should be as concise as possible.

### 2. PROPOSAL FORMAT

For uniformity of review and evaluation of proposals, use the following format in preparing your proposal:

- A. Table of Contents
- B. General Work Plan Based on Scope of Work
- C. Project Schedule
- D. Project Team Description and Qualifications
- E. Experience / Past Performance
- F. Quality Assurance
- G. Resource Availability
- H. Resumes
- I. Errors and Omissions Insurance
- J. Additional Pertinent Information

Proposals must address all items listed in Sections A through J, below. Proposals that do not address these items will be considered non-responsive.

Proposal packets must be 8 ½" x 11" landscape or portrait format, limited to 30 pages for items A through J, excluding the covers, table of contents and separator sheets. The smallest acceptable pitch is 11 point with nominal 1" margins and normal line spacing.

Include an estimate of man-hours/fee, using the **Fee Estimate – Mechanical Engineering Design Services** form included in this RFP. This estimate should detail the hours to be dedicated for each category.

The following section describes in more detail the proposal elements listed in Sections A through E, above:

#### **A. Table of Contents**

Provide this for ease of reference.

#### **B. General Work Plan Based on Scope of Work**

Provide a general work plan outlining the firm's approach to the scope of services. This plan should show a familiarity with the project site and a thorough understanding of the project scope. Demonstrate an understanding of the complexities and interrelationships among the different parts of the project. The description of the Engineer's general work plan will be used to evaluate the proponents' level of understanding of the project scope and the amount of work to be performed by the prime consultant versus sub-consultants. The general work plan should clearly show that the proposing prime consultant will be doing the majority of the design work.

#### **C. Project Schedule**

Include a bar graph project schedule for all phases of work through City acceptance of construction documents and final plans. The schedule shall include the time necessary for the City

review of work products. Assume the Notice To Proceed will be issued eight weeks after the proposals due date. The schedule, as finally negotiated, will be incorporated in the Agreement between Owner and Engineer.

#### **D. Project Team Description and Qualifications**

1. The qualifications of the firm for the type of work required. The ability and expertise of the proposing firm and sub-consultant firms necessary to work on this type of project should be clearly presented. Proposals shall provide responses to the following items to describe the proposing firm's organization, capabilities and specialities:

- a. Official Name of Business
- b. Types of services provided
  - c. Legal information: Individual, partnership, corporation, joint venture, or other
- d. Names, titles, professional registration, addresses of firm owner, partners or officers.
- e. Firm Size – Describe the overall firm size and state the current number and type of regular full time employees in the office or facility that would be performing the work for this project, assisting the project team members. How long have these employees been with the firm?

2. Include the organizational chart for the project team, including sub-consultant members: provide the name of each key team member, their position title, assigned tasks for this project, and percent of time they will be assigned to the project.

3. For each prime and sub-consultant key member of the project team and other key personnel who will be assigned to the project, provide their type of license, certifications, their assigned tasks and the approximate percentage of project work that will be performed by each of these staff members.

4. The name and address of any proposed sub-consulting firms, and the identification of the tasks to be performed by them, and the names, type of license or certifications, and position title of the key personnel from each firm who will be assigned to this project.

5. More expanded information about the project team individuals, prime consultant and sub-consultant, can be included in the resumes section of the proposal.

6. The address, telephone and fax numbers of the office in which the majority of the work will be performed.

7. If proposing sub-consulting firms, briefly describe previous associations and experience in effectively working with and managing a combination of firms. Identify whether firms proposed for this project represent new joint venture associations.

8. Should the firm be invited for an interview, the city requires the principal and key project personnel who will be assigned to the project be present and introduced to the selection committee.

#### **E. Experience / Past Performance**

Discuss recent (within the past six years) experience of the proposing firm and project team on projects similar in size and complexity to this project. List project name, project budget, consulting firms involved, prime consultant, the design and construction completion dates in comparison to original schedule, original design cost and final design cost, # of amendments to the design contract prior to bidding phase, construction estimate, construction cost, amount of change orders due to design error or omission as a percentage of construction cost, owner/client, and references (including contacts and telephone numbers). Include photographs of completed projects.

Describe your firm's expertise and familiarity with procedural, regulatory and contract document requirements on projects of this scale, with and without Federal funding. If the proposing Consultant is going to use other consulting firms to accomplish parts of the work, list the firm, the firm's location, the licensed professional at each firm who would be responsible for the work and which portion of the work they would be performing. If the proposed Architect is not in the Engineer's firm, list the proposed Architect's experience with projects of this type in the past six years.

With respect to subcontracts with other firms, describe recent associations on completing projects and your ability to effectively coordinate and manage a combination of firms. Indicate who the firms were.

**F. Quality Assurance**

Provide detailed internal quality control procedures for verification of all plans, specifications, and cost estimates, including checking sub-consultant's plan sheets and specifications for completeness, and accuracy.

**G. Resource Availability**

Describe the proposing firm's current workload (particularly in the office that will be doing the design work on this project). Provide project names, locations, clients, current phase of work for each project, and schedule for each project. List those in your firm who are assigned to these projects that will also be assigned to the proposed project, what percentage of their time will be made available to this project, and the firm's capacity in these projects (i.e. subcontractor for structural design, landscape design, etc.).

Describe the sub-consultant project team members' current workload at their firm, with the same details as listed in the previous paragraph.

**H. Resumes**

Submit the resumes of key members of the project team, including sub-consultant members, using the following format:

- Name and Title
- Specialized Professional Competence
- Education and Licenses
- Years with Firm
- Current Responsibilities
- Representative Project Assignments with Firm
- Representative Project Assignments for Other Identified Employers
- Professional Background

**I. Errors and Omissions Insurance**

All firms wishing to provide professional engineering design services on City projects must carry standard Errors and Omissions Insurance in the minimum amount of \$1,000,000.00. No additional direct or reimbursable expense is allowed under the Agreement for this standard coverage. Insurance certificates shall apply to prime consultants only and must be included with the proposal.

**J. Additional Pertinent Information**

Include any additional information that is not specifically called for in this RFP and which you wish to present in the proposal.

## EVALUATION CRITERIA AND WEIGHTED VALUES

PROJECT: CIP#530A- Mechanical Engineering Design Services-Mechanical & Electrical Controls

RFP# 15/ 05 /P

NAME OF CONSULTANT FIRM: \_\_\_\_\_

**EVALUATION CRITERIA:**

The consultant selection will be based upon evaluation of the proposal and the consultant firm relative to the evaluation criteria.

Proposal Component	Weighted Value	Evaluation Points (1 = low, 10 = High)	Total Score	Max Score
Project Approach / Schedule	20			200
Qualifications	20			200
Experience / Past Performance	20			200
Quality Assurance	5			50
Resource Availability	10			100
<b>Quality of Proposal</b> Is the proponent's knowledge and ability for this project clearly and concisely conveyed? Is all the information readily available and present? Did the proponent follow the format prescribed in the RFP?	15			150
Fee Estimate	10			100
<b>Total Score</b>	100			1000

Please do not minimize the importance of an adequate response in any area.

**SELECTION COMMITTEE EVALUATOR**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DEPARTMENT & DIVISION: \_\_\_\_\_

## EVALUATION COMMITTEE MEMBERS

The committee will consist of representatives from the following departments:

1. Finance Department
  - Purchasing Division
2. Public Works Department
  - Facilities Division
3. Recreation Division
  - Fort Marcy Facility Staff

At its discretion, the City reserves the right to alter the membership and size of the committee.

Scores of the evaluation committee members will be totaled to determine the top rated firms.

Interviews, at the option of the City, will be scheduled for the top three rated firms, if deemed necessary. They will consist of a 20-minute presentation by the Proponent, and a 30-minute question and answer period. If interviews are conducted for the top three rated firms, those scores totaled from the evaluation committee members from the interview evaluations will determine the final top rated firm, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

## FEE ESTIMATE – MECHANICAL ENGINEERING DESIGN SERVICES

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

FEE ESTIMATE PROFESSIONAL SERVICES					
1. NAME OF PROJECT: CIP#530A- MECHANICAL ENGINEERING DESIGN SERVICES- MECHANICAL AND ELECTRICAL CONTROLS AT FORT MARCY RECREATION COMPLEX			2. CIP #530A		
3. NAME OF APPLICANT:			4. DATE OF PROPOSAL:		
5. ADDRESS OF APPLICANT		6. TYPE OF SERVICE TO BE FURNISHED:			
<b>PART 2 – COST SUMMARY BASIC SERVICES</b>					
7. DIRECT LABOR (specify categories)		ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
<b>DIRECT LABOR TOTAL:</b>					
8. OVERHEAD (specify cost pool)		RATE	X BASE	ESTIMATED COST	
<b>OVERHEAD TOTAL:</b>					
9. FEE OR PROFIT (show rate and base)					
<b>SUPPLEMENTAL SERVICES</b>					
10. SUBCONTRACTS (identify & purpose)				ESTIMATED COST	
<b>SUBCONTRACTOR TOTAL:</b>					
11. SPECIAL EQUIPMENT		RATE	ESTIMATED HOURS	ESTIMATED COST	
<b>EQUIPMENT TOTAL:</b>					
12. OTHER (specify)				ESTIMATED COST	
<b>13. OTHER (specify)</b>				ESTIMATED COST	
<b>SUBTOTAL ITEMS 7-13:</b>					
14. GROSS RECEIPTS					
15. TOTAL PRICE					
16. SIGNATURE OF PREPARER		OWNER'S REVIEW BY		DIVISION	

# Living Wage Ordinance

*Ordinance Number §28-1-28-1.12DSFCC 1987*

**Purpose:**

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

**Who it affects:**

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

**Compliance:**

- Affected businesses are required to pay employees an hourly wage of \$10.66 effective March 1, 2014.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

**Prohibitions against retaliation and circumvention:**

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

**Enforcement and Remedies:**

- **Administrative Enforcement**—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- **Criminal Penalty**—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- **Other Remedies**—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

**Nonexclusive Remedies and Penalties**—*The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.*

**Posting and Publication:**

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

**For more information, please contact:** *Constituent Services at 505-955-6949 Email: [constituentservices@santafenm.gov](mailto:constituentservices@santafenm.gov)*

## Municipalidad de Santa Fe

# Ordenanza Respecto al Sueldo Mínimo

Ordenanza Numero §28-1 28-1.12 SFCC 1987

### **Propósito:**

La ordenanza respecto al Sueldo Mínimo fue adoptada por la municipalidad de Santa Fe con el fin de establecer un sueldo mínimo que determinadas empresas tienen que pagar.

### **A Quién Afecta la Ordenanza:**

• A toda empresa con o sin fines de lucro se requiere que tenga una licencia comercial o estar registrada con la municipalidad de Santa Fe.

### **Cómo Se Tiene que Cumplir lo que Dispone la Ordenanza:**

- A partir del día primero de marzo del 2014, las empresas que tienen que pagar el sueldo mínimo tienen la obligación de pagar un sueldo de \$10.66 a la hora.
- A partir del día primero de enero del 2009, y cada año que sigue, el sueldo mínimo será ajustado de acuerdo con la inflación.
- Para trabajadores/as que regularmente reciben propinas o comisiones que sumen más de \$100 por mes, todas esas propinas o comisiones que reciban contarán como si fueran sueldo y serán acreditadas para satisfacer la ordenanza, siempre y cuando los trabajadores se queden con todas sus propinas. También se permitirá acreditar propinas que se juntan y se comparten.
- El valor de beneficios de seguro médico y de cuidado de niños se considerará como parte del sueldo mínimo.
- Las organizaciones sin fines de lucro que reciben la mayoría de sus fondos de (*Medicaid*) no tienen que pagar el sueldo mínimo de la ciudad.

### **Se Prohíben Represalias o Evasiones:**

- Es en contra de la ley que una empresa o persona que emplea trabajadores o que el apoderado o persona que representa a la empresa tome represalias en contra del trabajador porque el o ella ejerce sus derechos o comunica sus derechos a otra persona. También es en contra de la ley tomar represalias contra un trabajador que erróneamente, pero de buena fe, alega que la empresa no ha cumplido con la ordenanza.
- Se presume como represalia, tomar cualquier acción dentro de los 60 días después de que un individuo quiso ejercer sus derechos.
- Es en contra de la ley que un empresario o empleador intencionalmente trate de evadir los requisitos de esta ordenanza contratando parte de su negocio a otra empresa o rentando partes de su propiedad, con el fin de no cumplir con la ordenanza.

### **Remedios Legales Para Implementar la Ley:**

- Medidas Administrativas - El Administrador de la ciudad o su representante está autorizado a hacer cumplir la ordenanza hasta donde los recursos lo permitan.
- Castigo Judicial - El empleador que no cumpla con esta ordenanza será condenado por cada infracción. Pudiera estar sujeto a multas o encarcelamiento según dispone la sección 1-3 del Código Civil de Santa Fe de 1987. El empleador que no cumpla cualquiera de los requisitos en esta ordenanza será culpable de una infracción por cada trabajador afectado, por cada día o parte del día que no se cumpla la ordenanza.
- Otros Recursos Judiciales - La Municipalidad de Santa Fe, cualquier individuo o cualquier grupo de individuos que han sido afectados porque no se cumplió la ordenanza, podrán presentar una queja en la corte civil que tiene jurisdicción para restringir, corregir, suprimir, o remediar toda infracción de esta ordenanza. La persona que gane el caso tiene derecho a un remedio legal o equitativo que sea adecuado para remediar la violación. Los remedios incluyen y sin limitar, que lo/la vuelvan a emplear, que le paguen el sueldo que le deben más una cantidad por daños determinados que son el igual a doble cantidad del sueldo que le deben, protección judicial y cuotas razonables que cobra el abogado más costos del caso.

**Remedios Legales, Daños y Perjuicios No Exclusivos** Los remedios legales en esta sección no son exclusivos. Eso quiere decir que esta ordenanza no prohíbe que el trabajador trate de plantear otros remedios en la corte, demandar por daños y perjuicios que la ley permite.

### **Colocación de Anuncios y Publicación de los Anuncios:**

- Como condición para obtener y mantener una licencia o registro comercial toda empresa tendrá que colocar en un lugar prominente al lado de su licencia o registro en el lugar de trabajo este aviso en inglés y en español indicando que el negocio esta cumpliendo con la ordenanza y con el texto de este aviso. Si la empresa no cumple lo que esta sección ordena se considerará como violación a esta ordenanza y se podrá suspender, revocar o dar por terminada la licencia o registro de la empresa.

Para obtener más información, favor de comunicarse con la oficina de: *Constituent Services* al número 505-955-6949 o por correo electrónico a: [constituentservices@santafenm.gov](mailto:constituentservices@santafenm.gov).

## INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference.** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Physical location must be stated.** The principal place of business of the enterprise is physically located within the Santa Fe County geographic boundaries. The business must have a “fixed office”, as defined by this title, located within Santa Fe County. Principal place of business must have been established no less than six months preceding application for certification. Post office box numbers shall not suffice to establish an enterprise as a local business.
4. **Subcontractors do not qualify.** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition.** The following definition applies to this preference.

Fixed Office: shall mean a fixed and established place where work is carried on of a clerical, administrative, professional or production nature directly pertaining to the business being certified. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as an office.

**Additional Documentation.** If requested a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law, must be able to show that it is a business entity in good standing if so requested.

**LOCAL PREFERENCE CERTIFICATION FORM**

**RFP # '15/05/P**

**IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR PROPOSAL**

Business Name: \_\_\_\_\_

Business License Number: \_\_\_\_\_ (Attach copy of business license.)

Business Location (In Santa Fe County:)

Address: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Business Type:

- Corporation – Indicate state of incorporation \_\_\_\_\_
- Partnership – Indicate “general” or “limited” \_\_\_\_\_
- Sole proprietorship \_\_\_\_\_

**CERTIFICATION:** I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: \_\_\_\_\_ Authorized Representative: \_\_\_\_\_  
Print Name

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

Subscribed and sworn before me by \_\_\_\_\_ this \_\_\_\_\_, day of \_\_\_\_\_,

My commission expires: \_\_\_\_\_

Notary Public

SEAL

## RESIDENT VETERANS PREFERENCE CERTIFICATION

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

**Please check one box only:**

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

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

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

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

\*Must be an authorized signatory of the Business.

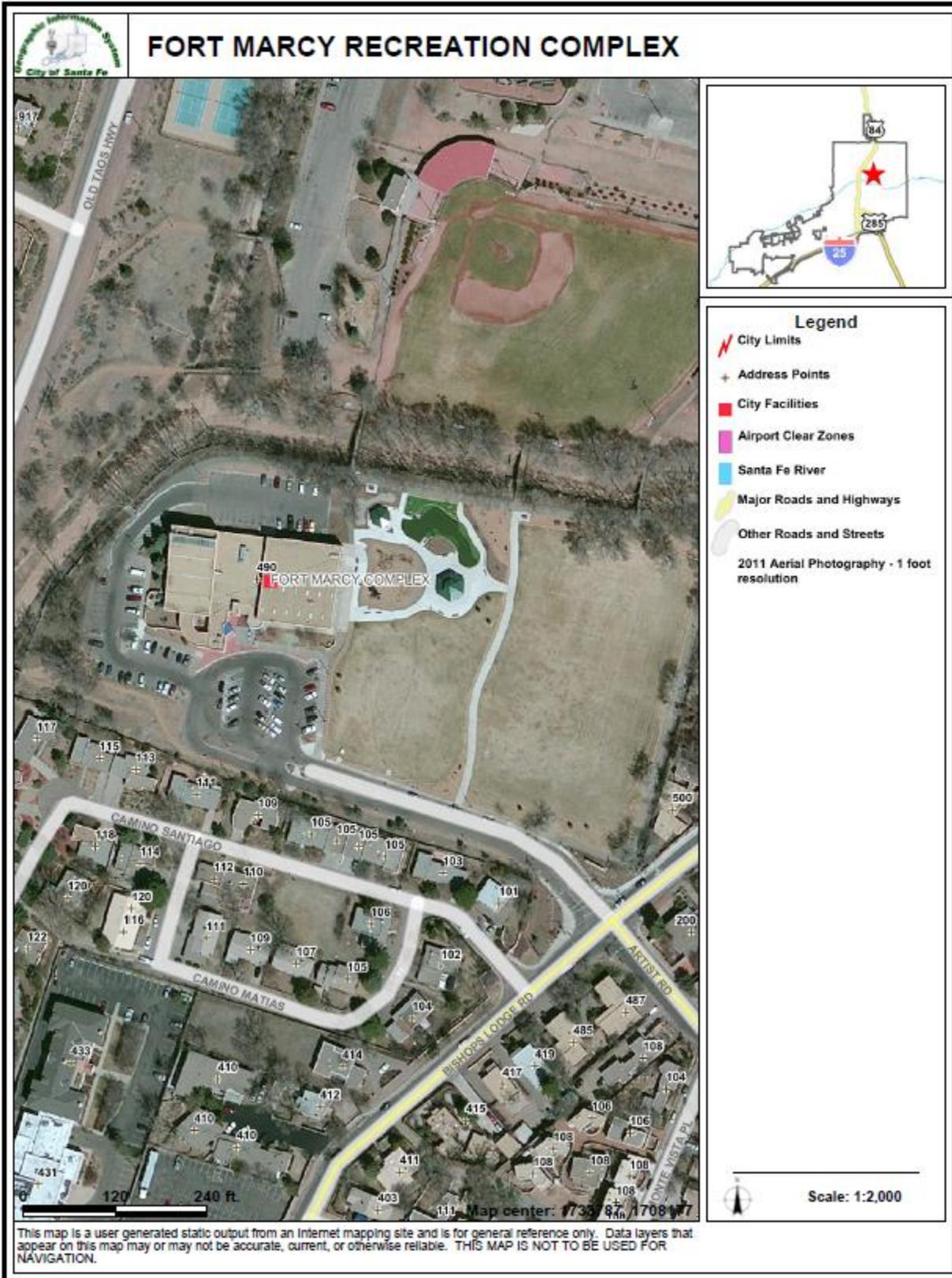
The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

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

# EXHIBIT 1 – SITE VIEW



**EXHIBIT 2 – SAMPLE PROFESSIONAL SERVICES AGREEMENT**

(Document starts on next page)

**CITY OF SANTA FE**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR RFP PURPOSES ONLY**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and \_\_\_\_\_ (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. The Contractor shall provide engineering services for the City with regard to the Mechanical Engineering Services (the "Project"), in conjunction with Exhibit "A", attached hereto and made a part thereof.

B. If the times for completion of any phase shown on the Project Schedule, are exceeded for reason beyond the control of the Contractor, then the parties may agree to amend the schedule to extend the time within which Contractor shall complete the project or phase thereof.

C. If the Contractor's services for the project are delayed or suspended in whole or part by the City for more than one (1) year for reasons beyond the Contractor's control, the Contractor's fee for remaining work shall be subject to equitable adjustment.

D. The City shall issue to the Contractor a written authorization of Notice to Proceed.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to \_\_\_\_\_ dollars (\$\_\_\_\_\_) inclusive of applicable New Mexico gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City

for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on \_\_\_\_\_, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon thirty (30) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor received notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express

written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. If applicable, the Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a

minimum coverage 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be

commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender,

sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Facilities Division  
2651 Siringo Rd. Bldg "E"  
Santa Fe, NM  
87505

Contractor:  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
BRIAN K. SNYDER, CITY MANAGER

\_\_\_\_\_  
(Name & Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS # \_\_\_\_\_  
City of Santa Fe Business  
Registration # \_\_\_\_\_

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 8/21/14  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

TERESITA GARCIA,  
ASSISTANT FINANCE DEPARTMENT DIRECTOR

32715.572960.0112900  
BUSINESS UNIT/LINE ITEM

## FEE ESTIMATE – MECHANICAL ENGINEERING DESIGN SERVICES

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT



FEE ESTIMATE PROFESSIONAL SERVICES					
1. NAME OF PROJECT: CIP#530A- MECHANICAL ENGINEERING DESIGN SERVICES- MECHANICAL AND ELECTRICAL CONTROLS AT FORT MARCY RECREATION COMPLEX			2. CIP #530A		
3. NAME OF APPLICANT:			4. DATE OF PROPOSAL:		
5. ADDRESS OF APPLICANT		6. TYPE OF SERVICE TO BE FURNISHED:			
PART 2 – COST SUMMARY BASIC SERVICES					
7. DIRECT LABOR (specify categories)		ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
DIRECT LABOR TOTAL:					
8. OVERHEAD (specify cost pool)		RATE	X BASE	ESTIMATED COST	
OVERHEAD TOTAL:					
9. FEE OR PROFIT (show rate and base)					
SUPPLEMENTAL SERVICES					
10. SUBCONTRACTS (identify & purpose)			ESTIMATED COST		
SUBCONTRACTOR TOTAL:					
11. SPECIAL EQUIPMENT		RATE	ESTIMATED HOURS	ESTIMATED COST	
EQUIPMENT TOTAL:					
12. OTHER (specify)			ESTIMATED COST		
13. OTHER (specify)			ESTIMATED COST		
SUBTOTAL ITEMS 7-13:					
14. GROSS RECEIPTS					
15. TOTAL PRICE					
16. SIGNATURE OF PREPARER		OWNER'S REVIEW BY		DIVISION	