

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

**CIP#667- ENGINEERING DESIGN SERVICES
SOUTHSIDE TRANSIT CENTER &
POLICE DEPARTMENT RENOVATIONS**



RFP # '15/19/P

PROPOSAL DUE:

**JANUARY 6, 2015
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD
BUILDING "H" SANTA FE,
NEW MEXICO 87505**

TABLE OF CONTENTS

Advertisement for Proposals.....	3
Proposal Schedule.....	4
Information to Proponents.....	5
Special Conditions.....	9
Scope of Services	11-20
Submittal Requirements.....	21-24
Evaluation of Proposals.....	25-26

Exhibits:

1. Project Location at 2521 Camino Entrada
2. Transit Division Renovation Project
3. Police Department Renovation Project
4. Boilerplate Agreement between Owner and Engineer
5. City of Santa Fe Living Wage summary
6. Federal Transit Administration Required Contract Clauses
7. Bus Shelter Product Packages C, D, E, and F
8. Draft Schedule

- The Request for Proposal can be accessed on the City of Santa Fe's Web Page http://www.santafenm.gov/bids_rfps

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '15/19/P

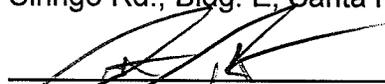
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, January 6, 2015**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**CIP#667- ENGINEERING DESIGN SERVICES
SOUTHSIDE TRANSIT CENTER
POLICE DEPARTMENT RENOVATIONS**

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 or all proposals in part or in whole. Proposal packets are available by contacting: LeAnn Valdez, City of Santa Fe, Facilities Division, 2651 Siringo Rd., Bldg. E, Santa Fe, New Mexico, 87505, (505) 955-5938.



Robert Rodarte, Purchasing Director,

Received by the Santa Fe New Mexican Newspaper on: November 14, 2014
To be published on: November 19, 2014

Received by the Albuquerque Journal Newspaper on: November 14, 2014
To be published on: November 19, 2014

PROPOSAL SCHEDULE

RFP # '15/19/P

1. Advertisement November 19, 2014
2. Issuance of RFP'S November 19, 2014
3. Pre-proposal Meeting December 9, 2014
2:00 p.m.
Conference Room at
Facilities Division
2651 Siringo Rd., Bldg. E,
Santa Fe, NM 87505
4. Receipt of proposals January 6, 2015
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 January 8, 2015
6. Short List Interviews January 13, 2015
7. Fee/Schedule Negotiation January 14-15, 2015
8. Recommendation of award
Public Works Committee January 19, 2015
9. Recommendation of award
to Finance Committee January 26, 2015
10. Recommendation of award
to City Council January 28, 2015

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, January 6, 2015.

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: '15/19/P

Title of the proposal: CIP#667- Engineering Design Services
Southside Transit Center
Police Department Renovations

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, New Mexico, 87505 and to be given consideration must be received at least (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 its 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 (Exhibit 5). 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. 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 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determiner 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.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of 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 it has 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 '15/19/P

Introduction

1. The City of Santa Fe's Facilities Division of the Public Works Department is seeking the services of a qualified engineering firm to provide the design drawings, specifications and contract documents for the renovation of an existing facility to accommodate two separate Departments. The facility will accommodate the Transit Division from the Transportation Department and Police Records and Professional Standards from the Police Department. See Exhibit 1 for the location of the existing facility at 2521 Camino Entrada, Santa Fe NM 87501. The square footage of the existing building is approximately 8,876 square feet with an existing garage at 590 square feet.
2. The Transit Division will accommodate approximately 2,063 square feet to include office space, customer service counter, additional public men's and women's restrooms, waiting area for bus transportation riders and a potential leased space for a small coffee shop/café. This transfer station will serve as a hub for Santa Fe Trails bus routes in the south part of Santa Fe. See Exhibit 2.
3. The Professional Standards and Police Records will accommodate approximately 6,813 square feet to include office spaces, men's and women's restrooms, and secured areas for storage in both sections of the Police Department. See Exhibit 3.
4. Qualifying engineering firms will propose a design team with experience in site design and access for municipal or other commercial bus transit hubs, subsurface utility engineering, grading design and drainage analysis, traffic engineering, energy efficient site and bus shelter lighting, and commercial landscaping design for Santa Fe's elevation and climate. The identified desired improvements include:
 - a) driveway access for the new site off Camino Entrada to accommodate the City's largest Santa Fe Trails buses, regional commuter buses and City of Santa Fe employees from Transportation and Police Departments.
 - b) new sidewalks along the perimeter of the site and curb ramps connecting the sidewalk system to north of the property, across Camino Entrada
 - c) incorporating the provided designed transit bus shelters into the new site layout and drainage design. See Plans.
 - d) a grading plan and landscaping throughout the project site that allows for good visibility of bus passengers and employees from all three perimeter streets
 - e) public restrooms within the existing building
 - f) energy efficient site lighting and bus shelter lighting in compliance with the City of Santa Fe's night sky ordinance
 - g) electrical power and mounting structures, as needed, for the owner-provided electronic information message panels (the owner-provided bus shelters will have supports for two large screen panels)

- h) other amenities such as a drinking fountain, bicycle racks and trash receptacles

This design work is partially funded by a Federal Transit Administration (FTA) grant. All of the contract clauses in Exhibit 6 will be included in the Agreement with the Engineer. Exhibit 4, the boilerplate Agreement, does not yet include those clauses. No local preference will be applied to the evaluation of the proposals.

As this design work is partially funded with FTA assistance, design and the resulting proposed construction costs must be segregated between a) transit exclusive improvements to the property and building; b) non-transit exclusive improvements to the building; and c) shared use improvements to the property on a pro-rated basis determined by the number of square feet of the existing building that will be dedicated to the exclusive use of each participating department.

Location:

The City of Santa Fe is planning on moving both Departments to the existing vacant building at 2521 Camino Entrada, bordered by Camino Entrada (East/West) on the north and Camino Entrada (North/South) on the east. The new Southside Transit Center is primarily intended to provide a convenient location to facilitate transfers to other parts of the Santa Fe Trails service area, as well as a comfortable, accessible, inviting, well lit and safe place for transit system passengers to wait for City and regional commuter buses.

Site Access:

The transfer station should be designed to accommodate a maximum of eight 35-foot long buses, including at least one 45-foot long bus. The City expects the driveway access to be located along the adjacent east side street, Camino Entrada (North/South), primarily for safety and also for affordability, with buses flowing clockwise around the building and driveway egress occurring on Camino Entrada (East/West). The City envisions accessible loading lanes for bus passenger pickup/drop off on the south side of the property and parallel to the existing building and a parking lot for Transit and Police Dept. employees, as well as customers of both departments, on the north side of the property. New sidewalks along property perimeters, and curb ramps at pedestrian street crossings will be required where they are lacking. Safe pedestrian access from the perimeter sidewalks to the bus loading areas should be provided.

Traffic Engineering:

A traffic engineering study – conducted in Fall 2014 – for the Camino Entrada intersection as it relates to the subject property is available upon request to the City Project Manager.

Bus Shelters:

1. The bus shelters have been designed and will be used on this site per the attached set of plans.
2. The current design is available in its entirety upon request to the City Project Manager. The shelters that will be used on site are 52' shelters which will be installed on site with two 26' pieces. The Southside Transit Center design will include: (a) the location(s) for installation of the owner-provided bus shelters, (b) bus shelter lighting, (c) electrical power supply for the two or more larger message panels (to be mounted on the shelters ends) and the smaller individual message panels, (d) mounting for the smaller individual message panels, and (e) the continuation of the drainage system from the shelter roofs.

Scope of Work:

The basic tasks the consultant will be expected to accomplish are as follows:

PHASE I – PROGRAMMING

1. **Coordination (all phases)**
2. Quality Assurance (all phases)
3. Design Kick Off Meeting
4. Santa Fe Trails
5. Environmental Investigations and Documentation
6. Police Department- Professional Standards Division and Police Records Division
7. Location Survey & Mapping
8. First Opinion of Cost

PHASE II – SCHEMATIC DESIGN

1. Project Utilities
2. Drainage Analysis & Permit
3. Geotechnical Sampling & Testing
4. Schematic Design Plans
5. Public Involvement – Public Meeting

PHASE III – DESIGN DEVELOPMENT & FINAL DESIGN

1. 50% Design Submittal
2. 95% Design Submittal
3. Construction Bid Documents

PHASE IV – BIDDING & CONSTRUCTION SERVICES

1. Bidding Services
2. Construction Services

The Expanded Scope of Work for all design phases is as follows:

PHASE I – PROGRAMMING

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 reflect the information and requirements of this request for proposals and determine the current project requirements. The deliverable will be the program report.

1. Coordination

In this phase and all subsequent phases of the design work, the Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the State (ex. NMED), the City (all departments/divisions/committees as required), PNM, and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. MPO and CID). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-consultants 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.

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
- Providing monthly progress reports for design, utilities, and construction

2. Quality Assurance

In the Program Phase and all other phases, the City expects an excellent quality assurance effort. The City expects the proposing consultant 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

of the follow up submittal. 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.

3. Design Kick Off Meeting

The Engineer's key design team members will initially meet with City staff for a design kickoff meeting. Meeting with all employees that will be vacating the existing building and making sure the needs are met for both departments.

4. Santa Fe Trails and City of Santa Fe Police Department

The design team to gather information and become familiar with the current and future planned schedules and vehicles of Santa Fe Trails (City bus system) and commuter bus systems, in regards to their access to and use of Southside Transit Center.

5. Environmental Investigations and Documentation

The City will arrange and pay for a prairie dog survey and for mitigation, if it is required. The Consultant shall prepare and submit the appropriate NPDES permit application submittals (i.e. NPDES, 401, 404, etc.) and 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 survey memorandum.
- Coordinate with the New Mexico Environment Department on surface drainage permit

The Consultant will also do the investigation & apply for any other permits required by City, State and Federal regulations.

6. Location Survey & Mapping

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 survey 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 P&P sheets and shown on these sheets.

7. First Opinion of Cost

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

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

PHASE II – SCHEMATIC DESIGN

1. Project Utilities

After identifying existing above ground and subsurface utility locations the Consultant shall map utility locations onto plans and profile sheets and aerial photographs.

2. Drainage Analysis & Permit

A. The Consultant will be required to evaluate the necessary level effort for drainage engineering analysis and design needed considering the scope of this project.

B. 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.

3. Geotechnical Sampling & Testing

The Consultant may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Schematic Design. This may include, but is not limited to, soil sampling and laboratory testing sufficient to assemble construction details.

4. Schematic Design Plans

A. Using the approved Program Report, the Engineer shall prepare Schematic Design drawings and documents, describing the general construction and immediate surroundings layout, probable utilities systems, storm water drainage systems, types of materials envisioned, a breakdown of the budget on current area, volume or other unit costs, and the approximate dimensions of the programmed areas.

B. The schematic design plans may include: lighting design details, geometrics, plan and profile sheets showing recommended horizontal and vertical alignment of the access roads, typical sections, drainage requirements, slope limits, utility relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as 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, in an AutoCAD version compatible with the City's current AutoCAD software version.

C. Water conservation features shall be incorporated into the project, including features which go beyond the requirements of City code.

D. An early interim layout of the schematic design plan shall be reviewed with Santa Fe Trails bus drivers.

E. Schematic Design Review – City and Peer-To-Peer

1. Schedule and conduct the schematic design review with the City. The review shall include the preparation of the schematic design review report. The Consultant may be required to submit and distribute up to ten (10) bound sets of plans (50% reduced or 11"x17") for the review.

2. Arrange, schedule and pay for the Peer-To-Peer schematic design review. The City will provide the contacts for up to three peer municipal or regional bus transit representatives (the Peers), likely to be from other States. The consultant will make all the arrangements for and pay for the travel and lodging in Santa Fe for the Peers, and sponsor lunch the day of the design review.

In addition to the above, for Schematic Design Phase and for Design Development & Final Design Phase, 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
- Providing monthly progress reports for design, utilities, environmental, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Transit Division Director, City Council, City Committees, MPO, etc.)

5. Public Involvement – Public Meeting

The Consultant shall be responsible for support of a public meeting, including arrangement and cost for required recording equipment, responding to agency and public comments; preparation of handouts, exhibits and displays; presentation at the meeting, preparation of sign-in sheets and forms for written comment; preparation of transcripts and summaries of public meetings; and any coordination with the required City staff, general public, or agency involvement that may be required before, during or after the public meetings. The City will provide an appropriate venue for the meeting, advertise it and chair the meeting.

The Engineer shall receive written approval of the Schematic Design Report and Plans from the City of Santa Fe prior to proceeding with the Design Development/Final Design phase of the project.

PHASE III – DESIGN DEVELOPMENT & FINAL DESIGN

1. 50% Design Plans

Provide 50% & 95% design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, plan and profile sheets showing horizontal and vertical alignment, permanent signing and striping plans for the access road and the road through the park area, lighting plans, drainage plans, drainage requirements, sequence of construction, utility connection requirements, and a construction cost estimate by construction type.

2. 95% Design Plans

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

1. General Sheets
 - Title Sheet w/ Vicinity Map and Index of Sheets
 - Project Layout Sheet
 - Summary of Quantities
 - General Notes and Incidental Items
2. Miscellaneous Sheets
 - Typical Sections
 - Miscellaneous Details
 - Demolition Plans
 - Miscellaneous Quantities
 - Curb and Gutter Layouts
 - Erosion and Sediment Control
 - Landscaping
 - Grading Plans
3. Plan and Profiles Sheets
 - Access Driveway(s) and Bus Circulation On Site
4. Site Lighting Plans
 - Lighting Analysis
 - Lighting Plan
5. Permanent Signing and Striping Plans
 - Access Driveway, Curbside Parking & Bus Circulation On Site
 - Sign Face Details
6. Drainage Plans
 - Plan and Profile
 - Structure Sections

7. Earthwork Cross- Sections

Design Reviews

Schedule and support the 50% & 95% completion design review with appropriate City staff. The Consultant shall prepare the review meeting minutes. The Consultant shall submit and distribute ten (10) bound sets of plans for each design review or as many as determined by the City.

3. Construction Bid Documents

The Consultant shall submit the revised 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, Facilities Division Director, Transit Division Director, Police Department-Police Chief, ADA Coordinator, and Historic Preservation Division Director;
- ii. TWENTY (20) half-size copies of final design plans (12"x18" or 11"x17");
- iii. One (1) paper and electronic copy of the final cost estimate.
- iv. Electronic files (pdf's and AutoCAD) of all final design drawings
- v. TWENTY (20) bound final sets of complete bidding documents, including wage rates and signed advertisements.

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.

PHASE IV – BIDDING & CONSTRUCTION SERVICES

1. Bidding Services

The Engineer, following the Owner's written approval of the bidding documents, shall assist the Owner in 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.

2. Construction Services

The City requires Construction Services and Management during construction.

The construction phase will commence with the award of the construction contract and continues until the two 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. One 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;
 - Receive, review and approve progress payments (to be forwarded to the City);
 - Preparation and authorization of field inspections and punch lists; and
 - Two-year warranty inspection and report
 - Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on mylar prints (36" x 24"), one (1) 36" x 24" paper copy **and on CD in AutoCAD format** (version 2010 or more current).

All of the work defined in the "Scope of Work" will be included in the Agreement Between Owner and Engineer.

SUBMITTAL REQUIREMENTS

A. SUBMITTAL PACKET

1. 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 – Project Approach
- C. Project Team Description and Qualifications
- D. Experience / Past Performance
- E. Knowledge of Local Conditions
- F. Quality Assurance
- G. Resource Availability - Workload / Project Schedule
- H. Additional Pertinent Information
- I. Resumes
- J. Errors and Omissions Insurance Certificate
- K. Signed and Dated (in blue ink) FTA Contract Clauses

Proposals must address all items listed in Sections A through G and I through K, above. 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 single-sided pages for items A through I, 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 in a separate, labeled, sealed envelope an estimate of manhours/fee estimate, using the form included in this RFP on pg. 27. This estimate should detail the hours to be dedicated for each category. The separate envelope should be labeled on the outside with the firm name, the RFP number and "Man-Hours/Fee Estimate". This envelope will not be opened until after the proposals have been evaluated and scored. This submittal will be used as a basis for negotiation with the consultant who received the highest score.

B. GENERAL WORK PLAN BASED ON SCOPE OF WORK – PROJECT APPROACH

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 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
. Names, titles, professional registration, addresses of firm owner, partners or officers.
Categories in which firm is legally qualified to do business in New Mexico
- d. 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 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 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. Describe the proposed project manager's experience in effectively working with and managing a combination of firms. Identify whether firms proposed for this project represent new joint venture associations, and describe previous associations with the proposed sub-consulting firms,

8. Should the firm be invited for personal 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.

D. 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, location (city/state) project budget, consulting firms involved, prime consultant, the design completion dates in comparison to original schedule, construction estimate, construction bid cost, amount of change orders due to design error or omission as a percentage of construction cost, owner/client, and references contact(s), including current telephone number(s). Include a photograph of the completed project, if available. Describe your firm's expertise and familiarity with procedural, regulatory, and contract document requirements on projects of this scale, with and without Federal funding. Describe your firm's expertise in performing time-efficient, comprehensive reviews of submittals and requests for information during construction.

E. KNOWLEDGE OF LOCAL CONDITIONS

Describe knowledge and recent experience with local construction methods, conditions and seasonal requirements, and cost estimating in the general project area, i.e., Santa Fe Regional Area.

F. QUALITY ASSURANCE

Provide detailed internal quality control procedures for verification of all plans, specifications, and cost estimates, including quality assurance of sub-consultants' designs.

G. RESOURCE AVAILABILITY – WORKLOAD / PROJECT SCHEDULE

1. Describe the proposing firm's workload for the period January 1, 2015 through May 15, 2015. 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 and the firm's capacity in these projects (i.e. subcontractor for structural design, landscape design, etc.).

Describe the sub-consultant project team members' workload at their firm for the above referenced time period, with the same details as listed in the previous paragraph.

The information provided for Resource Availability will be closely compared to the proposed project schedule.

2. 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. The schedule, which will become more detailed during negotiation, will be incorporated in the Agreement between Owner and Engineer.

H. ADDITIONAL PERTINENT INFORMATION (if needed)

I. RESUMES

For the sake of uniformity, 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
- Years with Firm
- Current Responsibilities
- Representative Project Assignments with Firm
- Representative Project Assignments for Other Identified Employers
- Professional Background

J. ERRORS AND OMISSIONS INSURANCE CERTIFICATE

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.

K. SIGNED AND DATED FTA CONTRACT CLAUSES

Sign (in blue ink) and date all Federal contract clauses included in Exhibit 6 of this RFP and submit these originals separately in the same package that contains the seven copies of the proposal.

EVALUATION CRITERIA AND WEIGHTED VALUES

PROJECT: Engineering Design Services – Southside Transit Center/Police Department Renovations Project
RFP# '15/19/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	20			200
Qualifications	20			200
Experience / Past Performance	25			250
Knowledge of Local Conditions:	5			50
Quality Assurance:	5			50
Resource Availability / Schedule:	15			150
Quality of Proposal: 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?	10			100
Total Score	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. Transportation Department
 - Transit Division
3. Police Department
 - Professional Standards
 - Police Records
3. Public Works Department
 - Facilities Division
 - Traffic Engineering Division

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

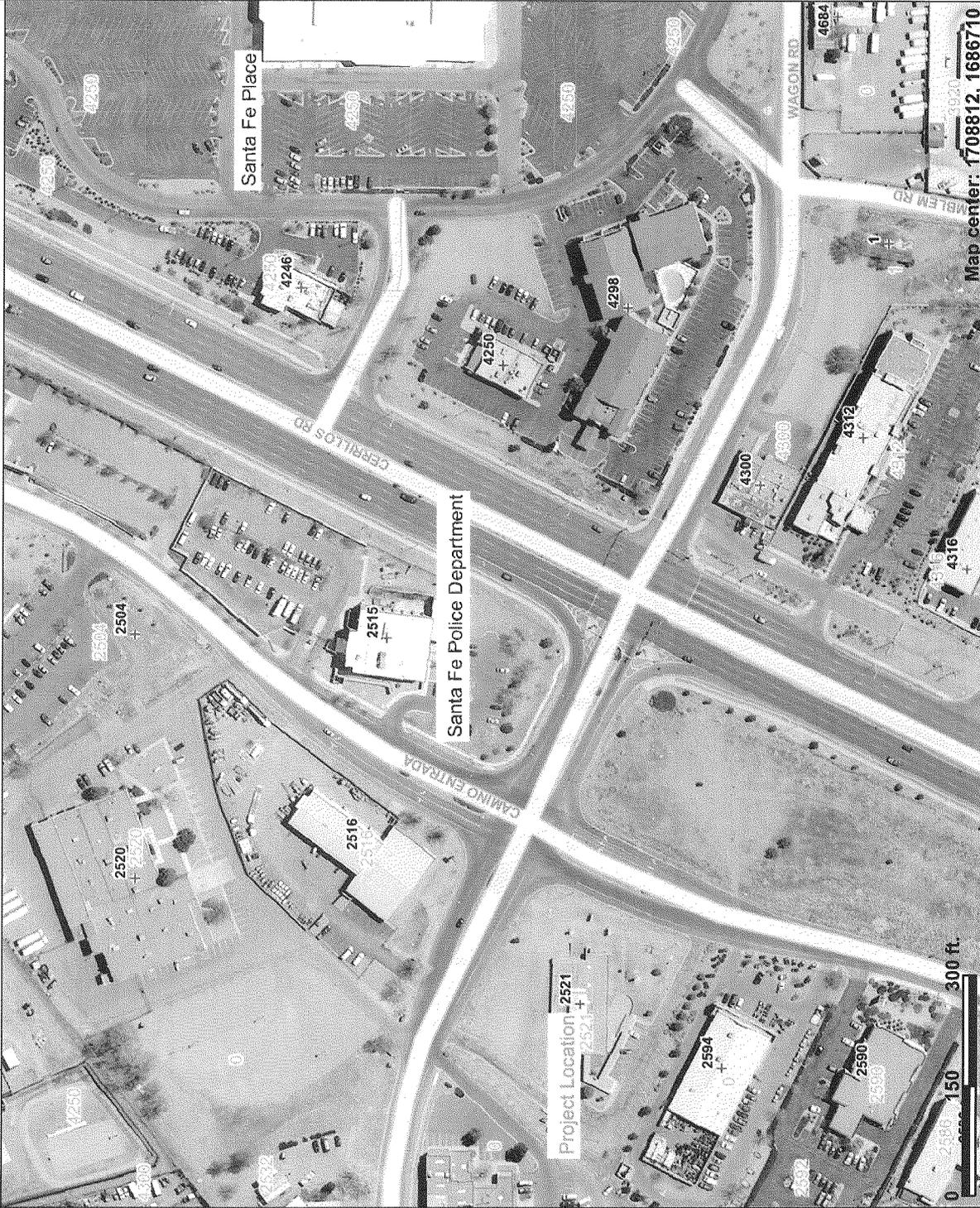
Scores of the evaluation committee members will be totaled to determine the top rated firms.

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.

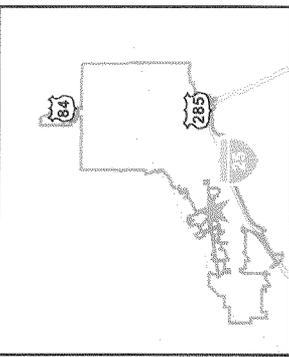
FEE ESTIMATE PROFESSIONAL SERVICES				
1. NAME OF PROJECT: ENGINEERING DESIGN SERVICES - SOUTHSIDE TRANSIT CENTER & POLICE DEPARTMENT RENOVATIONS RFP # '15/19/P			2. CIP #: 667	
3. NAME OF APPLICANT:			4. DATE OF PROPOSAL:	
5. ADDRESS OF APPLICANT		6. TYPE OF SERVICE TO BE FURNISHED:		
PART 2 – COST 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:				
N/A			ESTIMATED COST	
N/A			ESTIMATED COST	
SUBTOTAL ITEMS 7-11:				
14. GROSS RECEIPTS				
15. TOTAL PRICE				
16. SIGNATURE OF PREPARER	OWNER'S REVIEW BY		FACILITIES DIVISION	

Exhibit 1 - Project Location



Map center: 1708812, 1686710

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



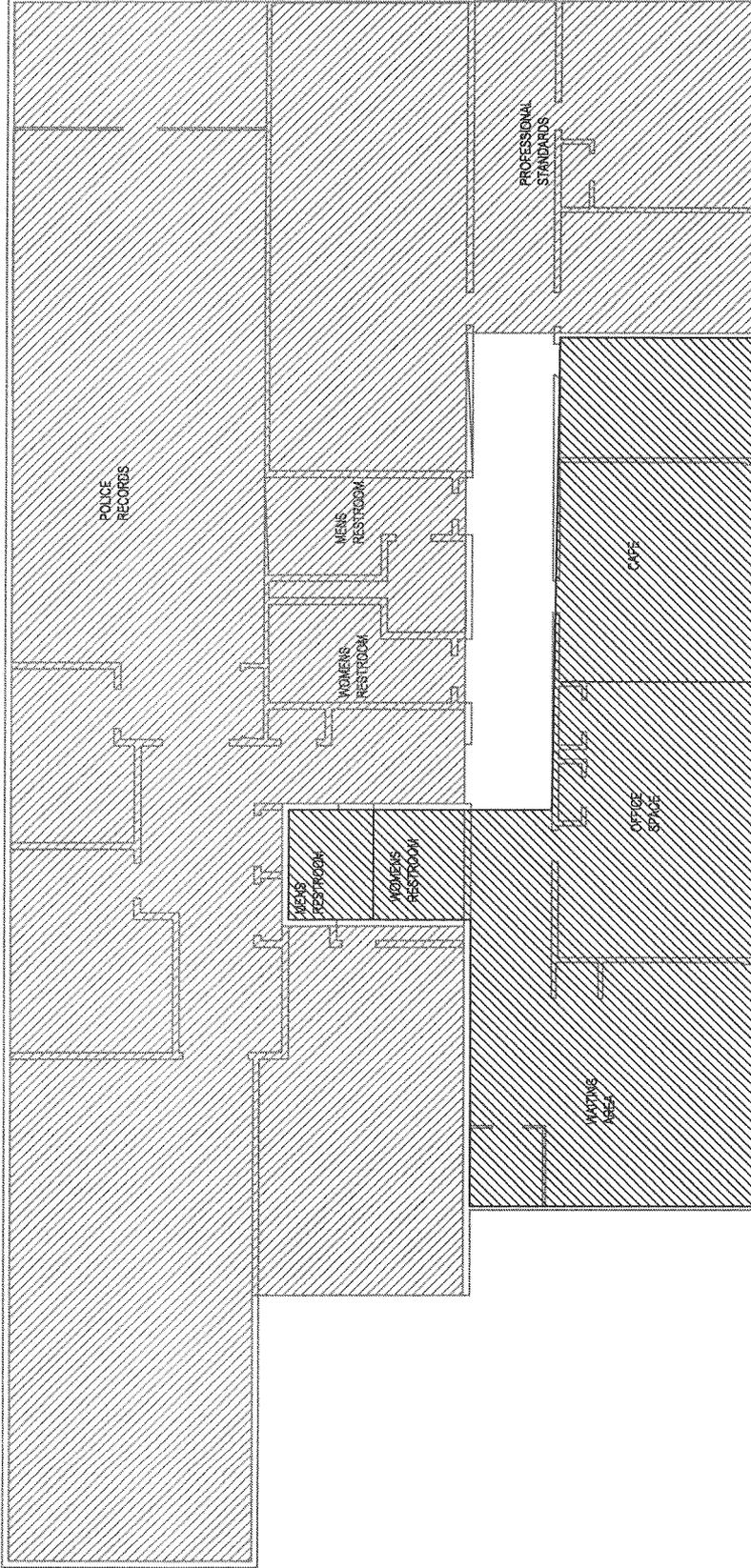
Legend

- City Limits
- Address Points
- Parcels
- Airport Clear Zones
- Santa Fe River
- Major Roads and Highways
- Other Roads and Streets
- 2011 Aerial Photography - 1 foot resolution



Scale: 1:2,500

EXHIBIT 2- TRANSIT DIVISION



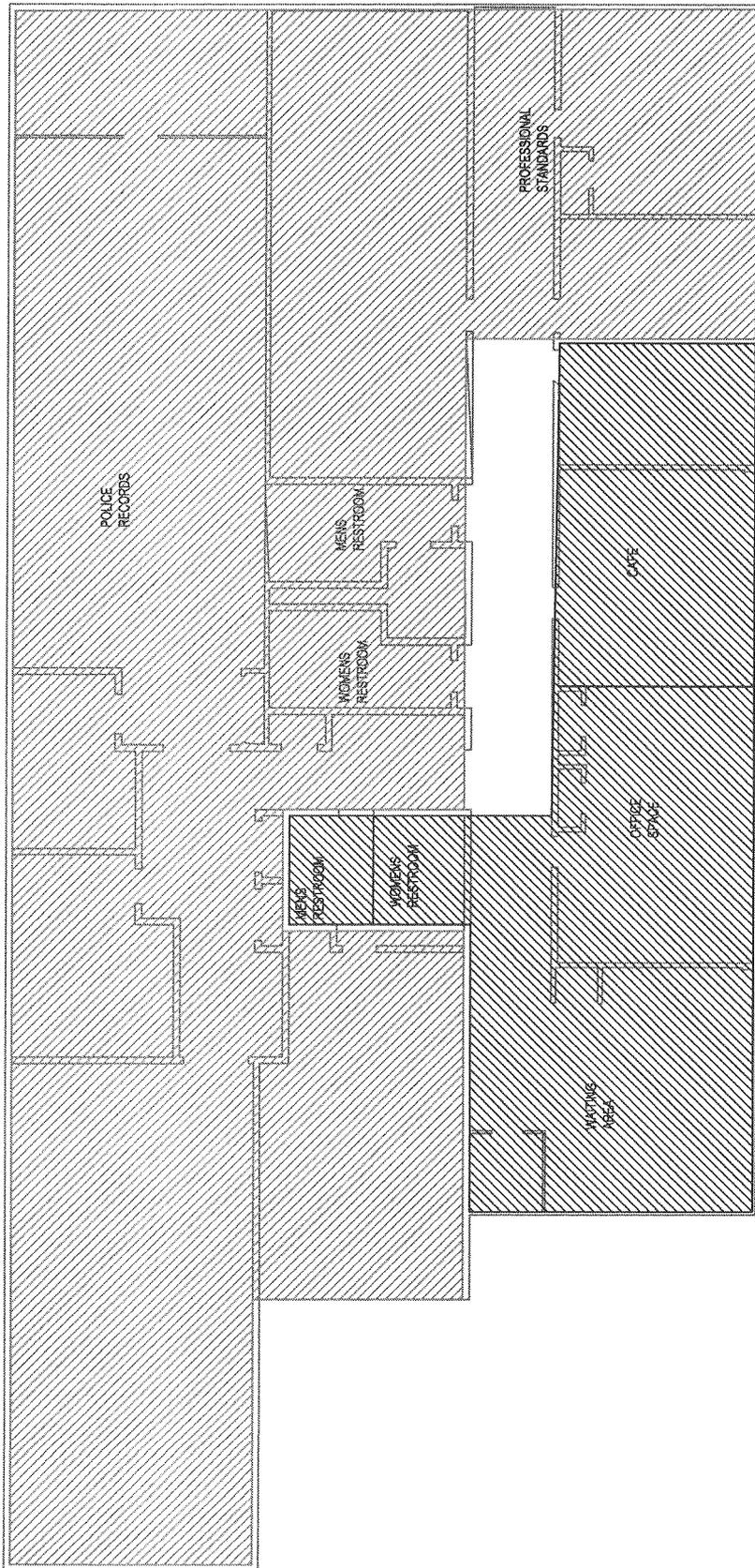
TRANSIT AREA=2063 FT²
 POLICE DPT AREA= 6813 FT²

Engineer's Seal

PROJECT:
 TITLE:

Checked By:
 Drawn By:
 Designed By:

EXHIBIT 3- POLICE DEPARTMENT



TRANSIT AREA=2063 FT²
 POLICE DPT AREA= 6813 FT²



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

FOR RFP PURPOSES ONLY

AGREEMENT made as of the _____ day of _____ in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Engineer's client identified as the Owner:
(Name, legal status, address and other information)

CITY OF SANTA FE
PUBLIC WORKS DEPARTMENT/FACILITIES DIVISION
PO BOX 909
SANTA FE, NM 87501

and the Engineer:
(Name, legal status, address and other information)

TO BE DETERMINED

for the following Project:
(Name, location and detailed description)

CIP#667- SOUTHSIDE TRANSIT CENTER & POLICE DEPARTMENT
RENOVATIONS
2521 CAMINO ENTRADA
SANTA FE, NM
87501

The City of Santa Fe's Facilities Division of the Public Works Department is seeking the services of a qualified engineering firm to provide the design drawings, specifications and contract documents for the renovation of an existing facility to accommodate two separate Departments. The facility will accommodate the Transit Division from the Transportation Department and Police Records and Professional Standards from the Police Department. The square footage of the existing building is approximately 8,876 square feet with an existing garage at 590 square feet.

The Owner and Engineer agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ 2.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to this Project.

§ 2.5 The Engineer shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Engineer normally maintains, the Owner shall reimburse the Engineer for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence \$1,000,000, Damage to Rented Premises (Ea Occurrence), \$100,000, Medical Exp (Any one person) \$5,000, Personal & Adv Injury \$1,000,000, General Aggregate \$2,000,000, Products-Comp/Op Agg included

.2 Automobile Liability

Combined Single Limit (Ea accident) \$1,000,000

.3 Workers' Compensation

E.L. Each Accident \$100,000, E.L. Disease-Ea. Employee \$100,000, E.L. Disease-Policy Limit \$500,000

.4 Professional Liability

Ea. Claim \$1,000,000 , Aggregate \$3,000,000

ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES

§ 3.1 The Engineer's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Engineer shall manage the Engineer's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Engineer or Owner. With the Owner's approval, the Engineer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Engineer shall update the estimate of the Cost of the Work.

§ 3.3.3 The Engineer shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Engineer acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Engineer shall review in accordance with Section 3.6.4.

§ 3.4.2 The Engineer shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Engineer shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Engineer shall update the estimate for the Cost of the Work.

§ 3.4.5 The Engineer shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Engineer shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Engineer shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Engineer shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Engineer shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6.2.4 Interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Engineer shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Engineer's certification for payment shall constitute a representation to the Owner, based on the Engineer's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Engineer.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Engineer shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Engineer's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Engineer's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Engineer-approved submittal schedule, the Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Engineer. The Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Engineer shall review and respond to requests for information about the Contract Documents. The Engineer shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the

§ 4.1.6	Building Information Modeling (B202™-2008)		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™-2007)		
§ 4.1.10	Value Analysis (B204™-2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™-2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Engineer's responsibility, if not further described in an exhibit attached to this document.

NONE

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Engineer, any Additional Services provided in accordance with this Section 4.3 shall entitle the Engineer to compensation pursuant to Section 11.3 and an appropriate adjustment in the Engineer's schedule. Geological testing and analysis shall be provided later as an Additional Service, with an appropriate adjustment in compensation.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Engineer shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Engineer shall not proceed to provide the following services until the Engineer receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

Init.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:00:39 on 11/06/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not for resale.

User Notes:

(1934178661)

§ 5.9 The Owner shall provide prompt written notice to the Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Engineer's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Engineer's consultants through the Engineer about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Engineer of any direct communications that may affect the Engineer's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Engineer's duties and responsibilities set forth in the Contract for Construction with the Engineer's services set forth in this Agreement. The Owner shall provide the Engineer a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Engineer and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Engineer, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Engineer, represent the Engineer's judgment as a design professional. It is recognized, however, that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Engineer.

§ 6.3 In preparing estimates of the Cost of Work, the Engineer shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Engineer's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Engineer shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Engineer submits the Construction Documents to the Owner, through no fault of the Engineer, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Engineer's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Engineer shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Engineer in making such adjustments.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Engineer and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Engineer intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Engineer grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Engineer under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Engineer shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer shall be compensated for expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Engineer for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Engineer's services and include expenses directly attributable to termination for which the Engineer is not otherwise compensated, plus an amount for the Engineer's anticipated profit on the value of the services not performed by the Engineer.

§ 9.8 The Owner's rights to use the Engineer's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written

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

C. The Engineer 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 Agreement.

§ 10.13 CONFLICT OF INTEREST

The Engineer 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. Engineer further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

§ 10.14 ASSIGNMENT: SUBCONTRACTING

The Engineer 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 Owner. The Engineer shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Owner.

§ 10.15 RELEASE

The Engineer, upon acceptance of final payment of the amount due under this Agreement, releases the Owner, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Engineer agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner unless the Engineer has express written authority to do so, and then only within the strict limits of that authority.

§ 10.16 INSURANCE

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

B. Engineer 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 Engineer shall furnish the Owner with proof of insurance of Engineer's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

§ 10.17 RECORDS AND AUDIT

The Engineer 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 Owner the Department of Finance and Administration, and the State Auditor. The Owner shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive or illegal payments.

§ 10.18 APPLICABLE LAW: CHOICE OF LAW: VENUE

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:00:39 on 11/06/2014 under Order No.4615060087_1 which expires on 02/08/2015, and is not for resale.

User Notes:

(1934178661)

Init.

/

(Insert amount of, or basis for, compensation.)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Engineer as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

NONE

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Engineer as follows:
(Insert amount of, or basis for, compensation.)

NONE

§ 11.4 Compensation for Additional Services of the Engineer's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Engineer plus percent (%), or as otherwise stated below:

NONE

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Bidding or Negotiation Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Engineer shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Engineer and the Engineer's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Engineer's and Engineer's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Not Applicable

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Engineer and the Engineer's consultants directly related to the Project, as follows:
(Paragraphs deleted)

- .1. Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2. Printing, reproductions, plots, standard form documents;
- .3. Postage, handling and delivery;
- .4. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

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

OWNER:

ENGINEER:

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

CRS# _____
CITY OF SANTA FE BUSINESS
REGISTRATION # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ADM 11/13/14
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

TERESITA GARCIA, ASSISTANCE FINANCE DIRECTOR

Business Unit / Line Item

(Table deleted)

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

**REQUIRED FEDERAL CLAUSES
(Professional Services, A&E Contracts Exceeding \$100,000)**

The Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Date: _____

Signature: _____

Company: _____

Title: _____

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Date: _____

Signature: _____

Company: _____

Title: _____

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Date: _____

Signature: _____

Company: _____

Title: _____

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by referenced in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Date: _____

Signature: _____

Company: _____

Title: _____

CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Date: _____

Signature: _____

Company: _____

Title: _____

INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

Date: _____

Signature: _____

Company: _____

Title: _____

ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Date: _____

Signature: _____

Company: _____

Title: _____

TERMINATION PROVISIONS

a. Termination for Convenience (General Provision) City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any

extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

Date: _____

Signature: _____

Company: _____

Title: _____

DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Signature: _____

Company: _____

Title: _____

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Purchasing and Contracts Administrator). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing and Contracts Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Date: _____

Signature: _____

Company: _____

Title: _____

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (*to be submitted with each bid or offer exceeding \$100,000*).

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Date: _____

Signature: _____

Company: _____

Title: _____

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date: _____

Signature: _____

Company: _____

Title: _____

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date: _____

Signature: _____

Company: _____

Title: _____

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Date: _____

Signature: _____

Company: _____

Title: _____

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in

the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

Date: _____

Signature: _____

Company: _____

Title: _____

ADA ACCESS

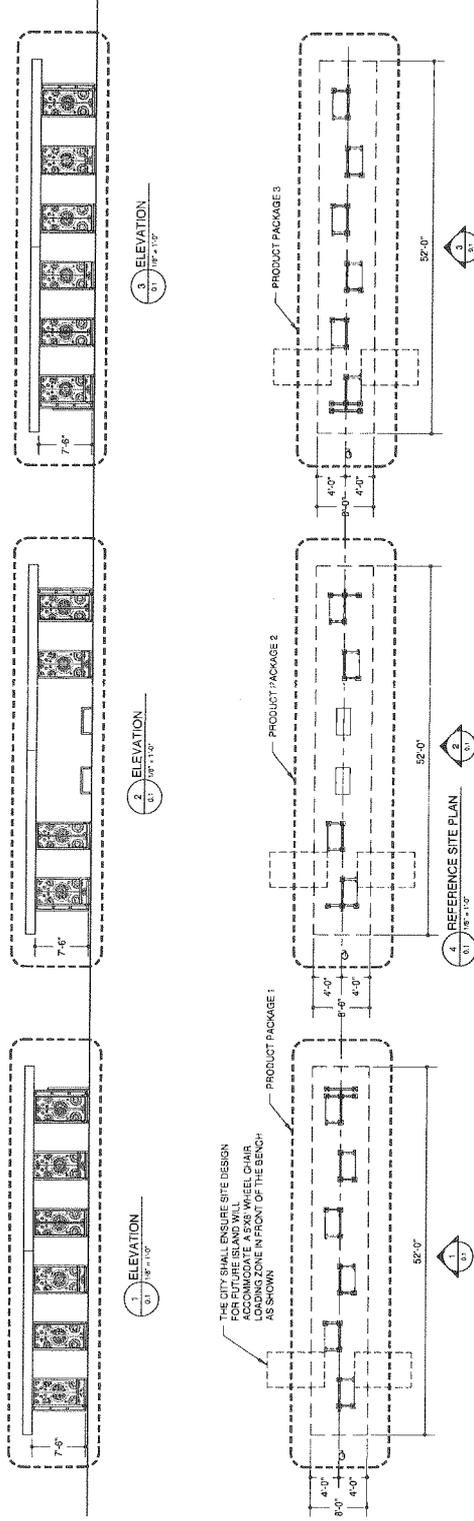
The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973; 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act (ADA) of 1990; 42 U.S.C. §§ 12101 et seq., which require that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

Date: _____

Signature: _____

Company: _____

Title: _____



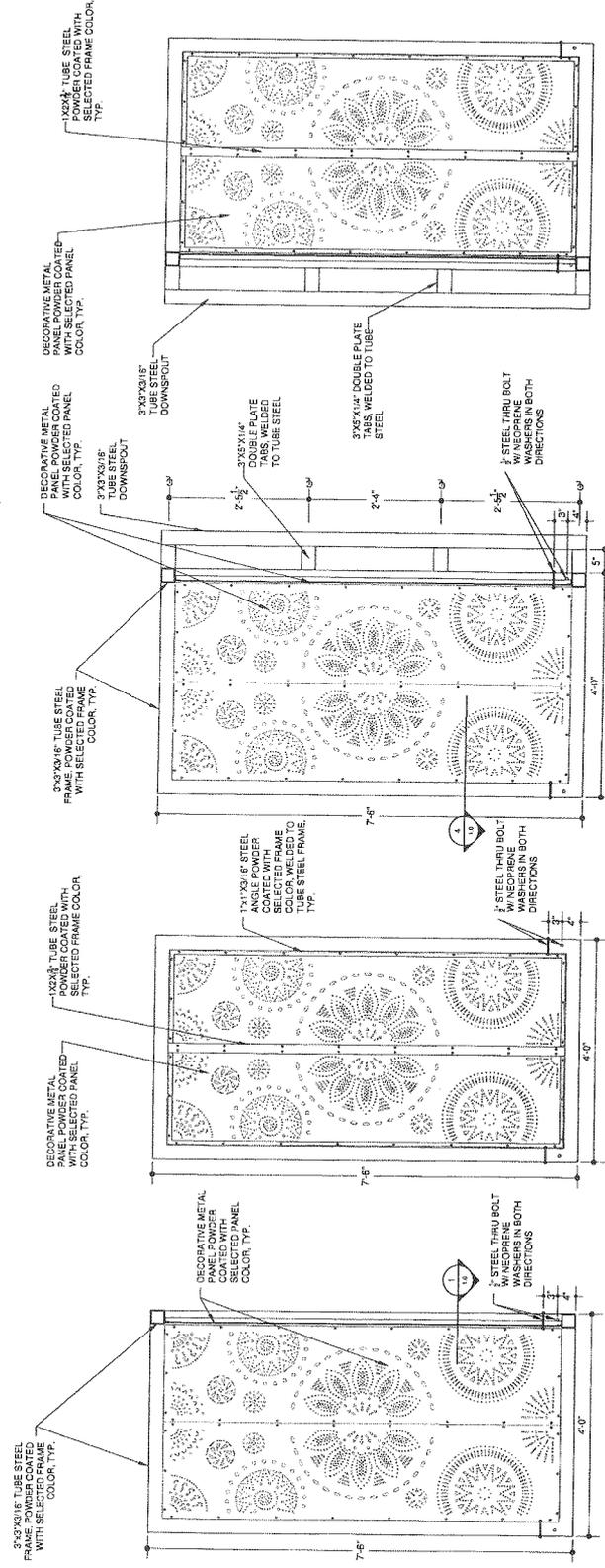
NOTES:
 1. THIS SHEET SHOWS SITE WORK FOR INFORMATIONAL PURPOSES ONLY FOR SHELTER FABRICATION DRAWINGS SEE SHEETS 1.0 - 4.1

Fabrication Set

GENERAL NOTES	DESCRIPTION OF WORK	CODES & STANDARDS	DESIGN CRITERIA
<p>1. This bid involves the fabrication of Bus Shelter Product Packages 1, 2 and 3, including freestanding benches, as shown on Sheets 2.0 - 2.2 only. The bid does not include installation of the shelters or any site work. Any site work or amenities shown on this sheet are for informational purposes only.</p> <p>2. All tube steel to tube steel connections shall be continuously welded all round with 3/16" min. fillet or butt welds. Grind all welds smooth.</p> <p>3. Provide holes in vertical 3x3 tube steel members to receive the sleeved feet as shown on drawings.</p> <p>4. All rolled steel members, including tube steel, angles, cleats and plates, shall be powder coated with the specified or approved equal powder coat.</p> <p>5. All decorative metal panels shall be powder coated with the specified or approved equal powder coat.</p> <p>6. Powder coat colors are as follows: Frames - Tiger Drylac Super Durable 038/90018 Ar-gento 314 Metallic. Panels and Trash Receptacles - Tiger Drylac Super Durable 038/91020 Anodized Silver.</p>	<p>This bid involves the fabrication of Bus Shelter Product Packages 1, 2 and 3, including freestanding benches, as shown on Sheets 2.0 - 4.1 only. Site work or site amenities are not included in the bid.</p> <p>In addition to the fully fabricated and powder coated bus shelter product packages and freestanding benches, including all steel members, roofing, flashing, gutters and downspouts, provide the following:</p> <ol style="list-style-type: none"> Adjustable feet, component F1, shall be welded to the base plates and correct number of bolts per foot. Provide an additional 5 adjustable feet and the corresponding number of bolts for both types. Pull wires for future electrical shall be provided in tube steel members carrying these wires as shown on 2.1, from opening to opening. Openings shall be plugged with removable 6 (six) plugs. Provide holes in the base plates to 	<p>accept the anchor bolts. Provide the appropriate number of anchor bolts per base plate separately. Provide an additional 5 (five) sets of anchor bolts.</p> <p>4. Delivery of all the bus shelters to the city transit facility in Santa Fe and off loading is included in the base bid. Schedule of the delivery will be prearranged with the Owner and the Contractor's representative will participate in an inspection immediately following off loading.</p> <p>5. The contractor will prepare the following submittals to the architect for review and approval prior to shipping and delivery: A. Submit details of how the shelters will be packaged and supported during transportation to the delivery destination. B. Submit details of how shelters will be off-loaded and recommended method of storage at delivery destination. C. If necessary, submit details of mechanical assembly of shelters at delivery destination.</p> <p>6. The contractor shall fully assemble all product packages prior to delivery to ensure compliance with the contract documents.</p>	<p>VERTICAL: ROOF LIVE LOAD, LR = 20/11/12 REDUCTION FACTOR BASED ON TRIB. AREA, R1 = 1.0 REDUCTION FACTOR BASED ON ROOF SLOPE, R2 = 1.0</p> <p>SNOW LOAD GROUND SNOW LOAD, PG-25 PSF SNOW EXPOSURE FACTOR, CE=1.0 SNOW LOAD IMPORTANCE FACTOR, IS=1.0 THERMAL FACTOR, CT=1.0 INCLUDES 5 PSF RAIN-ON-SNOW SURCHARGE LOAD</p> <p>HORIZONTAL: WIND BASIC WIND SPEED FACTOR, 90 MPH WIND EXPOSURE CATEGORY, C</p>
<p>1. This bid involves the fabrication of Bus Shelter Product Packages 1, 2 and 3, including freestanding benches, as shown on Sheets 2.0 - 2.2 only. The bid does not include installation of the shelters or any site work. Any site work or amenities shown on this sheet are for informational purposes only.</p> <p>2. All tube steel to tube steel connections shall be continuously welded all round with 3/16" min. fillet or butt welds. Grind all welds smooth.</p> <p>3. Provide holes in vertical 3x3 tube steel members to receive the sleeved feet as shown on drawings.</p> <p>4. All rolled steel members, including tube steel, angles, cleats and plates, shall be powder coated with the specified or approved equal powder coat.</p> <p>5. All decorative metal panels shall be powder coated with the specified or approved equal powder coat.</p> <p>6. Powder coat colors are as follows: Frames - Tiger Drylac Super Durable 038/90018 Ar-gento 314 Metallic. Panels and Trash Receptacles - Tiger Drylac Super Durable 038/91020 Anodized Silver.</p>	<p>1. Adjustable feet, component F1, shall be welded to the base plates and correct number of bolts per foot. Provide an additional 5 adjustable feet and the corresponding number of bolts for both types.</p> <p>2. Pull wires for future electrical shall be provided in tube steel members carrying these wires as shown on 2.1, from opening to opening. Openings shall be plugged with removable 6 (six) plugs.</p> <p>3. Provide holes in the base plates to</p>	<p>1. IBC-09 International Building Code 2009 2. ASCE/SEI 7-05 Minimum Design Loads For Buildings & Other Structures 3. AISC 360-05 Specification For Structural Steel Buildings 4. AISC 341-05 Seismic Provisions For Structural Steel Buildings 5. AISC Manual of Steel Construction 13th Edition 6. ANS/SDI RD1.0-06 Standard For Steel Roof Deck 7. ASTM A1060 Standard Specification For Zinc-Coated Steel 8. AAMA 2605 Standard Specification For Architectural Powder Coatings 9. ASTM D3451 Standard Specification For Testing Coating Powders & Powder Coatings 10. ASTM A450 Standard Specification For The General Requirements For Carbon & Low Alloy Steel Tubes. 11. AISC 318-08 Building Code Requirements For Structural Concrete 12. AWS D1.1:04 Structural Welding Code - Steel 13. AWS D1.3:08 Structural Welding Code - Sheet Steel. 14. ICC/ANSI A117.1-2003 15. ADA-ABA Accessibility Guidelines 2010.</p>	<p>VERTICAL: ROOF LIVE LOAD, LR = 20/11/12 REDUCTION FACTOR BASED ON TRIB. AREA, R1 = 1.0 REDUCTION FACTOR BASED ON ROOF SLOPE, R2 = 1.0</p> <p>SNOW LOAD GROUND SNOW LOAD, PG-25 PSF SNOW EXPOSURE FACTOR, CE=1.0 SNOW LOAD IMPORTANCE FACTOR, IS=1.0 THERMAL FACTOR, CT=1.0 INCLUDES 5 PSF RAIN-ON-SNOW SURCHARGE LOAD</p> <p>HORIZONTAL: WIND BASIC WIND SPEED FACTOR, 90 MPH WIND EXPOSURE CATEGORY, C</p>
<p>Codes & Standards</p> <ol style="list-style-type: none"> IBC-09 International Building Code 2009 ASCE/SEI 7-05 Minimum Design Loads For Buildings & Other Structures AISC 360-05 Specification For Structural Steel Buildings AISC 341-05 Seismic Provisions For Structural Steel Buildings AISC Manual of Steel Construction 13th Edition ANS/SDI RD1.0-06 Standard For Steel Roof Deck ASTM A1060 Standard Specification For Zinc-Coated Steel AAMA 2605 Standard Specification For Architectural Powder Coatings ASTM D3451 Standard Specification For Testing Coating Powders & Powder Coatings ASTM A450 Standard Specification For The General Requirements For Carbon & Low Alloy Steel Tubes. ASTM A318-08 Building Code Requirements For Structural Concrete AWS D1.1:04 Structural Welding Code - Steel AWS D1.3:08 Structural Welding Code - Sheet Steel. ICC/ANSI A117.1-2003 ADA-ABA Accessibility Guidelines 2010. 			
<p>Notes & Specifications</p> <p>South Side Transit Center Bus Shelters CIP Project #667</p> <p>Public Number: 1303 Date: April 18, 2014 Drawn by: [blank] Checked by: [blank] AD</p> <p style="text-align: right;">0.1</p>			

NOTES:

1. ALL TUBE STEEL TO TUBE STEEL JOINTS SHALL BE WELDED ALL ROUND WITH 1/4" MIN. FILLET OR BUTT WELDS. GRIND ALL WELDS TO A FINISH.
2. DECORATIVE METAL PANELS ARE FASTENED TO THE 1"x1" ANGLE WITH A 1/4" THREAD ROD FASTENER W/ WASHERS ON BOTH SIDES @ 12" O.C.
3. A DIGITAL FILE (DWG OR DXF) OF THE PANELS WILL BE PROVIDED TO THE SUCCESSFUL BIDDER.
4. FOOT COMPONENTS SHALL BE SLEEVED STEEL MEMBERS TO RECEIVE THE SLEEVED FEET AS SHOWN ON DRAWINGS.



Fabrication Set

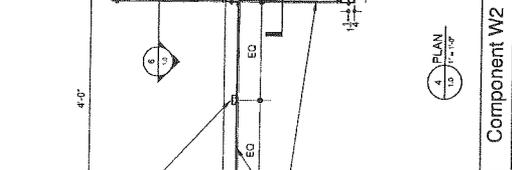
No.	Description	Quantity	Unit	Date

South Side Shelters
Center Bus Shelters
CIP Project #667

Components

Project Number	1389
Date	April 16, 2014
Drawn by	AS
Checked by	AS
Scale	AS

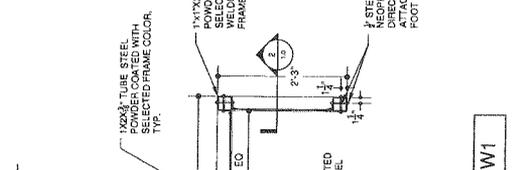
1.0



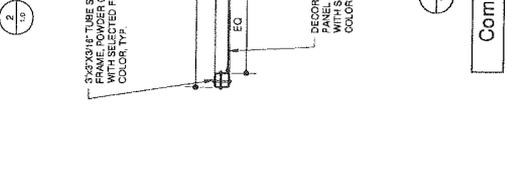
Component W1



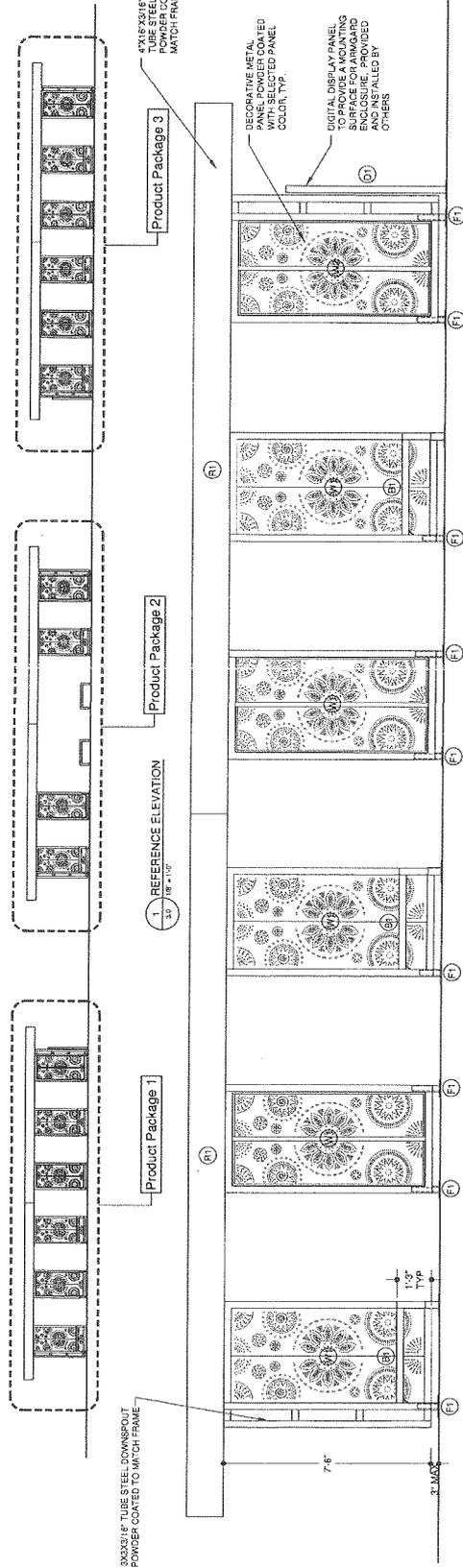
Component W2



Component W3



Component W4



LEGEND:
 W1 - WALL COMPONENT 1
 W2 - WALL COMPONENT 2
 R1 - ROOF COMPONENT 1
 R2 - ROOF COMPONENT 2
 B1 - BENCH 1
 B2 - BENCH 2
 D1 - DIGITAL DISPLAY PANEL
 F1 - ADJUSTABLE FOOT

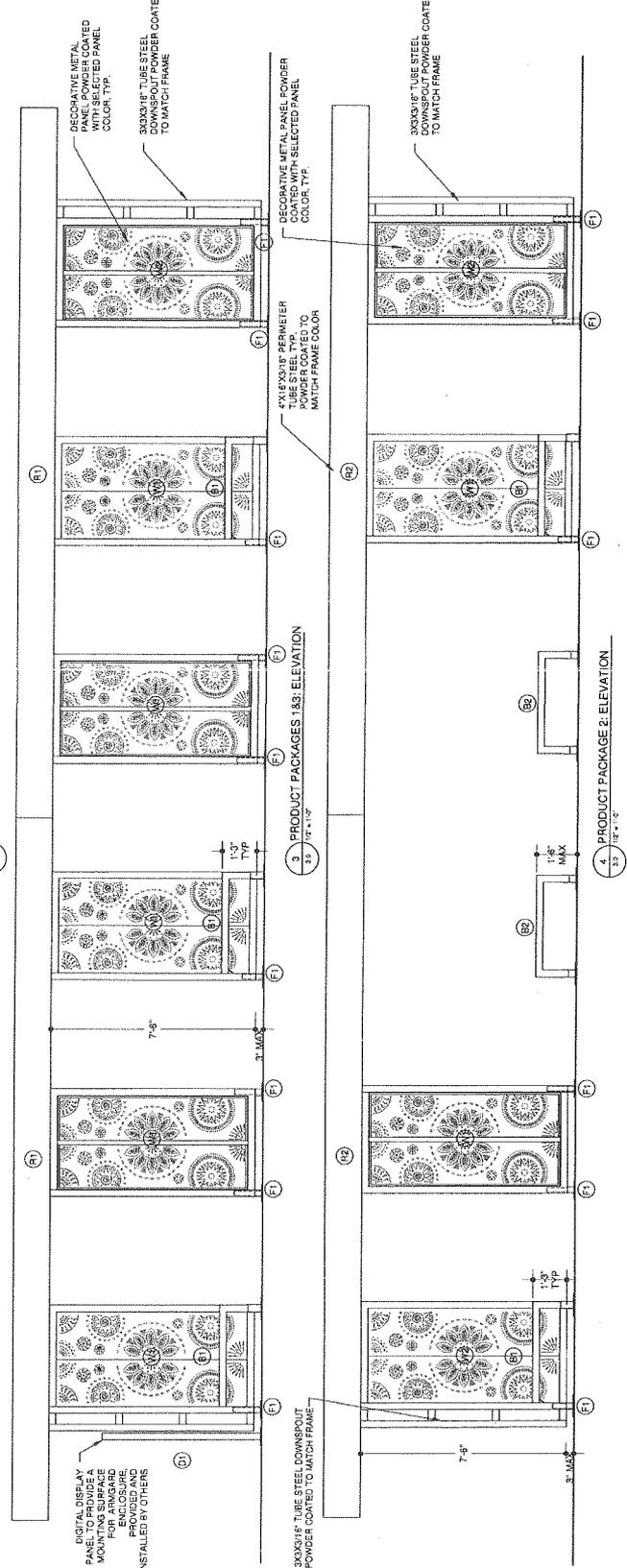
Fabrication Set

PROJECT NUMBER: 1303
 DATE: April 16, 2014
 DRAWN BY: AD
 CHECKED BY: AD

South Side Transit
 Center Bus Shelters
 CIP Project #667

Elevations

3.0

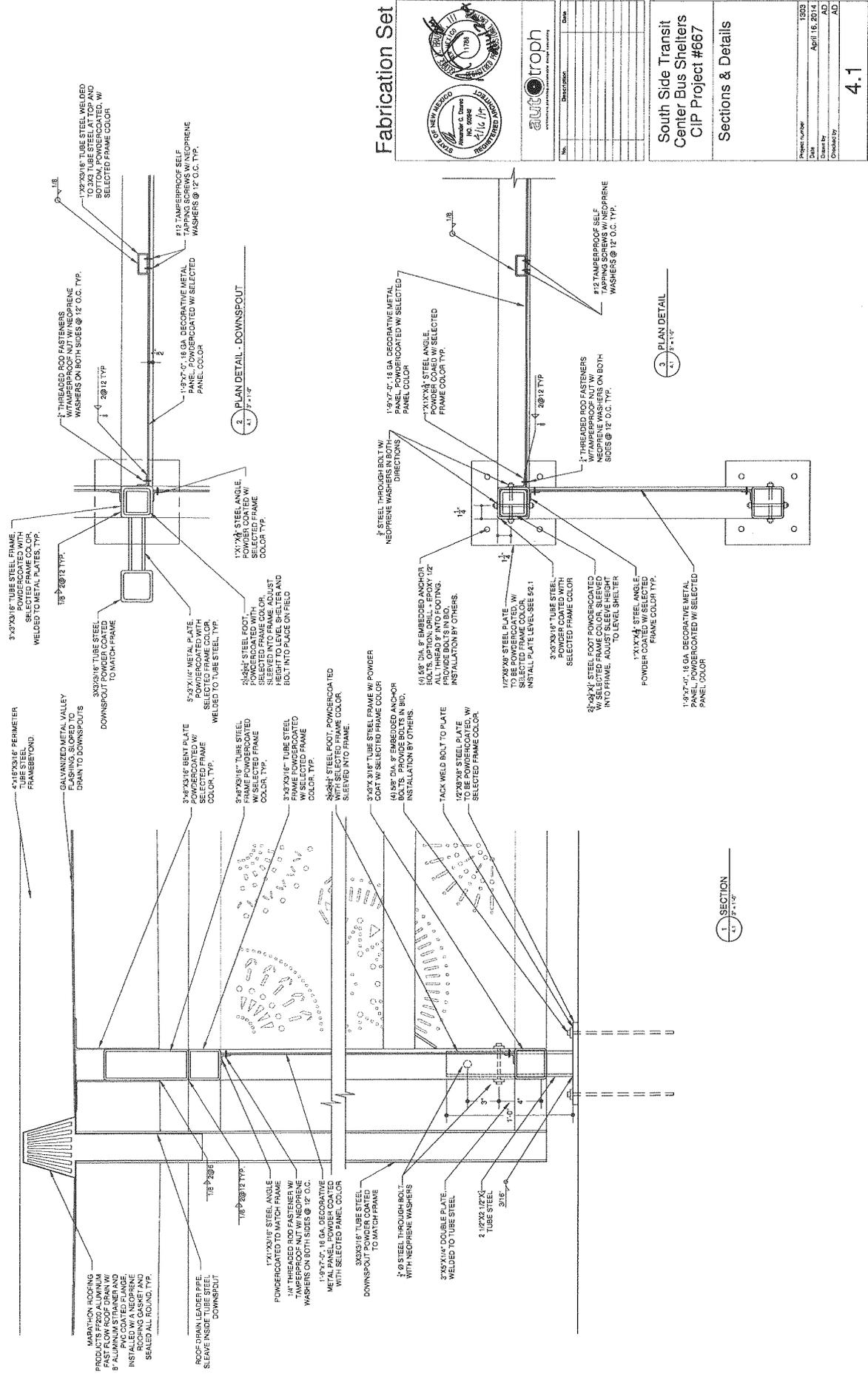


4. PRODUCT PACKAGE 2: ELEVATION
18' x 11'0"

3. PRODUCT PACKAGES 1&3: ELEVATION
18' x 11'0"

2. PRODUCT PACKAGES 1&3: ELEVATION
18' x 11'0"

1. REFERENCE ELEVATION
18' x 11'0"



Fabrication Set

	<p>autotroph Manufacturing & Construction</p>
<p>No. _____</p>	<p>Date _____</p>
<p>Director _____</p>	<p>_____</p>

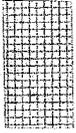
<p>South Side Transit Center Bus Shelters CIP Project #667</p>	
<p>Sections & Details</p>	
<p>Project Number 1003</p>	<p>Date April 16, 2014</p>
<p>Drawn by AD</p>	<p>Checked by AD</p>
<p>4.1</p>	

1 SECTION
4.1 8'-11/2"

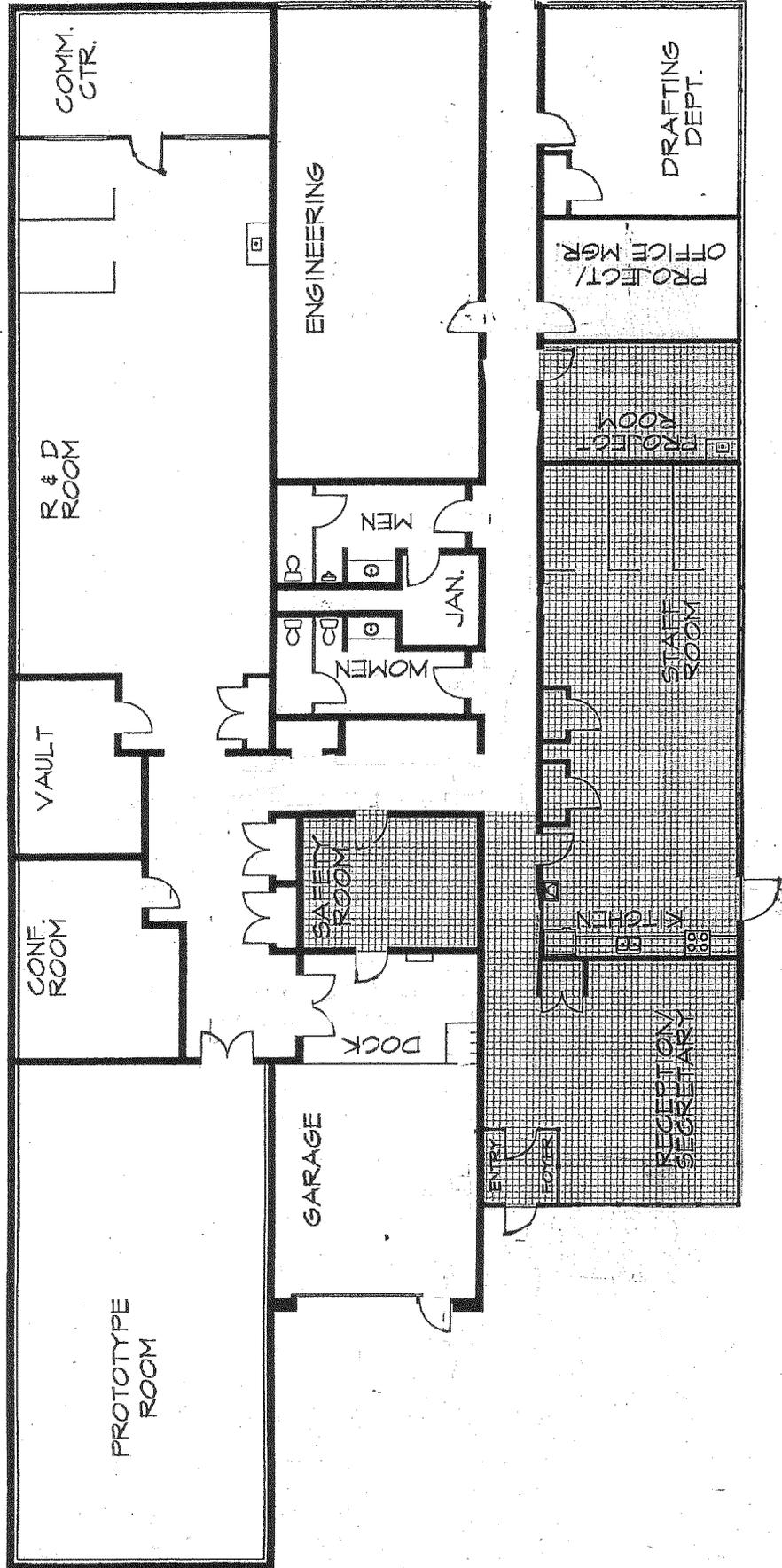
3 PLAN DETAIL
4.1 8'-11/2"

2521 Camino Entrada

Transit Division & Police Department Shared Use Plan



 Indicates Exclusive Use Area of Transit Division
 (Remainder of Building Exclusive Use Area of Police Department)



CIP#667-Southside Transit Center & PD Renovations
2521 Camino Entrada

ID	Task Mode	Task Name	Duration	Start	Finish	1, '14	Oct 26, '14	Dec 21, '14	Feb 15, '15	Apr 12, '15	Jun 07, '15	Aug 02, '15	Sep 27, '15	Nov 22, '15	Jan 1, '16
						T	M	F	T	M	F	T	M	T	W
1	✓	Request for Proposals	36 days	Tue 11/18/14	Tue 01/06/15										
2	✓	RFP Due	1 day	Tue 01/06/15	Tue 01/06/15										
3	✓	Public Works Committee Meeting	1 day	Mon 01/19/15	Mon 01/19/15										
4	✓	Finance Committee Meeting	1 day	Mon 01/26/15	Mon 01/26/15										
5	✓	City Council Meeting	1 day	Wed 01/28/15	Wed 01/28/15										
6	✓	NTP	1 day	Mon 02/02/15	Mon 02/02/15										
7	✓	Public Involvement Meeting	1 day	Tue 02/24/15	Tue 02/24/15										
8	✓	Programming Design	65 days	Mon 02/02/15	Fri 05/01/15										
9	✓	Owner Review	3 days	Wed 03/18/15	Fri 03/20/15										
10	✓	50% Design Complete	5 days	Mon 03/23/15	Fri 03/27/15										
11	✓	Owner Review	1 day	Wed 03/25/15	Wed 03/25/15										
12	✓	95% Design Review	5 days	Mon 04/13/15	Fri 04/17/15										
13	✓	Owner Review	5 days	Mon 04/20/15	Fri 04/24/15										
14	✓	Review Meeting	1 day	Mon 04/27/15	Mon 04/27/15										
15	✓	Final Design Development Documents	1 day	Mon 04/27/15	Mon 04/27/15										
16	✓	Owner Review	5 days	Mon 04/27/15	Fri 05/01/15										
17	✓	Review Meeting	1 day	Mon 05/04/15	Mon 05/04/15										
18	✓	Construction Documents	5 days	Mon 05/04/15	Fri 05/08/15										
19	✓	Review Meeting	1 day	Mon 05/11/15	Mon 05/11/15										

Project: Project1
Date: Mon 11/10/14

Task Split Milestone Summary Project Summary

External Tasks External Milestone Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only

Finish-only Deadline Progress



CIP#667-Southside Transit Center & PD Renovations
2521 Camino Entrada

ID	Task Mode	Task Name	Duration	Start	Finish	1, '14	Oct 26, '14	Dec 21, '14	Feb 15, '15	Apr 12, '15	Jun 07, '15	Aug 02, '15	Sep 27, '15	Nov 22, '15	Jan 1
						T	M	F	T	M	T	W	T	S	W
20		Stamped Documents for Bidding	3 days	Mon 05/11/15	Wed 05/13/15										
21		Request for Bidding	31 days	Tue 05/26/15	Tue 07/07/15										
22		Public Works Committee Meeting	1 day	Mon 07/20/15	Mon 07/20/15										
23		Finance Committee Meeting	1 day	Mon 07/27/15	Mon 07/27/15										
24		City Council Meeting	1 day	Wed 07/29/15	Wed 07/29/15										
25		Construction NTP	1 day	Mon 08/03/15	Mon 08/03/15										
26		Construction	100 days	Mon 08/03/15	Fri 12/18/15										
27		Substantial Completion	1 day	Mon 12/28/15	Mon 12/28/15										

Task	External Tasks	Manual Task	Finish-only
Split			
Milestone			
Summary			
Project Summary			

Project: Project1
Date: Mon 11/10/14