

**CITY OF SANTA FE  
WATER DIVISION**

**"REQUEST FOR PROPOSALS"**

**Hospital Tank Replacement Engineering**

**RFP #15/32/P**

**PROPOSAL DUE:**

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

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Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Resident Veterans Preference Form
4. Sample Contract
5. Minimum Wage Ordinance

**REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER '15/32/P**

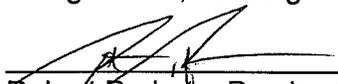
Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 until **2:00 P.M. local prevailing time, April 2, 2015**. Any proposal received after this deadline will not be considered. This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

**Hospital Tank Replacement Engineering**

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 regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

  
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Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 02/25/15  
To be published on: 03/02/15

Received by the Albuquerque Journal Newspaper on: 02/25/15  
To be published on: 03/02/15

## PROPOSAL SCHEDULE

### RFP # '15/32/P

- |    |   |  |
|----|---|--|
| 1. | Advertisement   | March 2, 2015  |
| 2. | Issuance of RFP'S:  | March 2, 2015  |
| 3. | Receipt of proposals:                                     | April 2, 2015<br>local prevailing time.<br>Purchasing Office 2651<br>Siringo Road Bldg., "H"<br>Santa Fe, New Mexico<br>87505 (505) 955-5711 |
| 4. | Evaluation of proposals:                                  | April 13, 2015   |
| 5. | Interviews:   | April 20, 2015   |
| 6. | Recommendation of award<br>to Finance Committee:          | May 4, 2015  |
| 7. | Recommendation of award<br>to Public Utilities Committee: | May 11, 2015   |
| 8. | Recommendation of award<br>to City Council:               | May 13, 2015   |

**DATES OF CONSIDERATION BY 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 one original and four copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, April 2, 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: '15/32/P  
Title of the proposal: Hospital Tank Replacement Engineering

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 interpretation should 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 their proposal as submitted. All addenda so issued shall become part of the contract documents.

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

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

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

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

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

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

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

#### **7. RESIDENT, LOCAL OR VETERANS PREFERENCE**

##### **INTENT AND POLICY**

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses,

policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

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

#### NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-

resident" bidder, the award will be based taking into consideration the resident preference of 5%.

## APPLICATION FOR LOCAL PREFERENCE

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

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

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

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

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

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

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

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

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

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

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

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

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

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and 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 determination of satisfactory receipt of goods or services.

**5. TAXES**

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

**6. INVOICING**

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

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

**7. METHOD OF PAYMENT**

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

8. **DEFAULT**

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with 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.

10. **NON-COLLUSION**

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

**SCOPE OF SERVICES & PROJECT REQUIREMENTS**  
**'15/32/P**  
**ENGINEERING SERVICES**  
**FOR**  
**HOSPITAL TANK REPLACEMENT ENGINEERING**

**I. PROJECT PURPOSE, OBJECTIVES & BACKGROUND**

**Purpose of Project & General Scope**

Engineering services are required for the design of either one 4 million gallon divided, pre-stressed, post-tensioned rectangular water tank, OR two 2 million gallon pre-stressed, post-tensioned circular water tanks. The newly designed water tank(s) will be partially buried and will replace the existing Hospital Tank within the same footprint.

Engineering services work includes, but is not limited to: field survey and investigation, subsurface utility engineering (SUE), geotechnical investigation, assistance in a short-term lease acquisition of the adjacent property, assistance in securing regulatory permitting and approvals, preparation of engineering plans and specifications, interface with City of Santa Fe Water Division Project Manager in preparation of bid packages and estimate of construction costs; engineering assistance for construction contract bidding and award phase, engineering services during construction, and construction management during all phases of construction.

Time is of the essence in completing the Hospital Tank design and replacement. The City desires that the project be fully designed and ready for advertisement for construction bidding no later than December 2015.

**Existing Hospital Tank Description**

The Hospital Tank is located immediately southwest of 4 and 5 Calle Medico and provides in-line storage to the distribution system within Pressure Zone 3. Water is pumped from city wells and the Buckman system and is stored in the Hospital Tank. The 4 million gallon capacity of the Hospital Tank allows the system to buffer demands and operate much more efficiently.

The existing Hospital Tank was built in 1979 and is a partially buried, reinforced rectangular/trapezoidal concrete structure with three tennis courts located on top. The tank does not meet current seismic safety standards. It is also OSHA deficient for ingress and egress with only one man capable access. Portions of the existing system such as the valve vault have been previously replaced and shall be utilized in the new design.

Plan drawings, engineering studies and as-builts of the Hospital Tank system are available upon request.

## II. SCOPE OF WORK TASKS

***The Consultant shall submit a draft Work Plan as a part of the proposal***, expanding detail on the work tasks listed below, describing its approach to the project, along with a schedule, to indicate how the work will be accomplished. This Work Plan should be prepared such that it can be incorporated, with only minor modifications, as Exhibit 'A', Further Description of Basic Services (a.k.a. Contract Scope of Work), in any eventual professional services agreement.

All deliverables shall be made in the form of hard copy (5 copies unless noted otherwise) and working electronic files.

The basic tasks that the Consultant will be expected to accomplish for the project are listed, but not limited to the following items:

### **1. Final Work Plan & Project Kickoff Meeting**

The Consultant will lead a design team comprised of the Consultant and its subcontractors and the Water Division project manager. The Consultant shall prepare a detailed Final Work Plan to be utilized throughout project execution. The Work Plan will be developed based on the Contract Scope of Work. The Final Work Plan shall be prepared in collaboration with Water Division Staff and will include the following components:

- Project description, summary of work and deliverables
- Project schedule in Gantt Chart format for the chosen design (Shall factor in anticipated time associated with land lease and regulatory permitting)
- Project team including Construction Manager, organization, and responsibilities
- Communication protocol, documentation, meetings and workshops
- Approach to review of existing data and other relevant information
- Approach to 30% Preliminary Engineering Public Meetings (See Section 2)
- Approach to establishment of detailed design criteria and methodology including the design milestones and Engineer's Cost Estimate
- Quality control and assessment of construction processes and activities
- Site Specific Health and Safety Plan (e.g. Addressing restricted means of existing tank egress)
- Approach for necessary Geotechnical Study, Subsurface Utility Engineering (SUE), Topographical Survey and any other required data collection to develop the design.
- Approach to Engineering/Construction Management (CM) Services during Construction
- Detailed description of and reasons for any differences in the Final Work Plan and the Contract Scope of Work.

The Final Work Plan will be prepared in draft form for City Water Division review. The draft Final Work Plan will be presented to the Water Division staff during the kickoff meeting described below and all comments will either be incorporated into the Final Work Plan or addressed otherwise.

Kickoff Meeting: The Consultant shall prepare for and lead a project kickoff meeting. The meeting shall be held at the Water Division offices and include the key Consultant staff, any sub Consultants and appropriate Water Division staff and key stakeholders. The kickoff meeting shall introduce the project team, confirm the project objectives and discuss key issues and concerns. At the meeting, the Consultant will also present the scope of work, key deliverables, budget, schedule and communications plan and other project plans as described in the draft Final Work Plan. The Consultant will provide the suggested meeting agenda and draft Final Work Plan to the Water Division at least one week prior to the Kickoff Meeting.

From time to time, other City representatives and other City-contracted Consultants may be involved in project meetings with the Consultant. Biweekly telephone conference calls or progress meetings are anticipated to provide proper coordination, review of progress and to finalize project decisions. Monthly progress reports shall be submitted to the City, at least one week prior to every other bi-weekly teleconference/progress meeting.

Final Work Plan, Kickoff Meeting and Bi-Monthly Meeting Deliverables:

- Kickoff Meeting Agenda (via email)
- Draft Final Work Plan and Kickoff Meeting Materials (10 copies)
- Kickoff Meeting Minutes (via email)
- Final Work Plan (10 copies)
- Bi-Monthly Progress Meeting Minutes (via email)
- Monthly Progress Reports

**2. Engineering Design Milestones**

- **Site Visit**: Shall be held with the Consultant, Project Manager, City staff, and Construction Manager prior to the Kickoff Meeting.
- **Preliminary Design Phase (30%)**: The goal of this design milestone is to produce preliminary conceptual drawings and estimated construction costs of the options being considered in order to present to the public in a total of three Public Meetings lead by the Consultant. Following the public meetings, a Conceptual Design Report shall be prepared by the Consultant discussing the design options, ranking the options in terms of engineering, cost, durability, operability and public acceptance (Report shall include the Public Meeting Minutes). The report shall be concise and maximize the use of tables, graphs and figures. This report shall be presented to City staff and the governing body and will be utilized in design concept selection.
- **Intermediate Design Phase (60%)**: Review of the selected design construction plans and preliminary estimate shall be held with City staff.
- **Final Design Phase (90%)**: Review of detailed construction plans and estimate shall be held with City staff.
- **Plans, Specifications & Estimate (PS&E) Design Phase (100%)**: Review of complete construction plans, specifications and estimate and bid package shall be held with City staff. All comments shall be addressed and the completed bid package shall be delivered to the City following this plan review.

### Engineering Design Milestone Deliverables:

- Site Visit Meeting Minutes (via email)
- Preliminary Design Phase Drawings and Plan Review meeting minutes (5 hardcopies of plans, meeting minutes via email)
- Conceptual Design Report and Report Presentation meeting minutes (5 hardcopies of report, meeting minutes via email)
- Intermediate Design Phase Plans and Plan Review meeting minutes (5 hardcopies of plans, meeting minutes via email)
- Final Design Phase Plans and Plan Review meeting minutes (5 hardcopies of plans, meeting minutes via email)
- PS&E Plans and Plan Review meeting minutes (5 hardcopies of plans, meeting minutes via email)
- Final Bid Package (5 hardcopy sets, 1 digital file, 1 original Mylar Set of Construction Plans)

### **3. Bidding and Award**

Assist in the bidding and award process as required. Work includes, but is not limited to:

- Responding to RFI
- Preparing Addenda

### Bidding and Award Deliverables:

- RFI and Addenda preparation and distribution (5 hardcopy sets, 1 digital file)

### **4. Engineering Services during Construction**

Perform engineering services during construction as required. Work includes, but is not limited to:

- Reviewing shop drawings, material submittals, O&M Manuals
- Preparing engineer's directive for field changes or contract change orders
- Monitoring construction for general compliance of plans and specifications (Field visits to site with City staff and CM as necessary to review all necessary engineering components.)
- Preparation of As-Built Drawings utilizing data from contractor(s), CM or City staff

### Engineering Services during Construction Deliverables:

- Engineer's Directive with applicable drawing and specifications (1 hardcopy sets, 1 digital file)
- As-Built Drawings (1 original sealed Mylar set, 1 digital copy)

### **5. Construction Management Services during Construction**

Perform construction management services during construction as required. Work includes, but is not limited to:

- Full-Time Construction Inspection
- Quality Assurance Testing
- Daily Work Diary

- Constructability Reviews
- Contractor Schedule Reviews
- Document Management (As-Built Drawing Maintenance, Material Certification etc)
- Assistance in Change Order reviews
- Assistance in Claims Management
- Project Closeout

CM Services during Construction Deliverables:

- Quality Assurance Testing Reports (1 hardcopy set, 1 digital file)
- Daily Work Diaries (1 hardcopy)

NOTE: The Consultant may recommend modification to the work scope as outlined in the preceding section in order to improve project value, to incorporate innovative technology or methods, or to add missing elements that are essential to the successful completion of the project. The Consultant shall include and recommend modifications as a separate section in the draft Work Plan and shall provide cost (or credit), consultant hours, and other information.

## **SUBMITTAL REQUIREMENTS**

### **I. PROJECT SCHEDULE**

Complimentary with a specific scope of services and a not-to-exceed fee for each task, the engineering consultant will develop a performance schedule for its services, which will become part of the contract.

It is estimated that it will take 60 to 90 days to solicit RFP's, select an engineering consultant and negotiate a professional services agreement. **Time is of the essence in completing the Hospital Tank project design. The City desires that project design be completed and ready for advertisement for construction bidding no later than December 2015.**

### **II. HOURLY RATES AND PROFESSIONAL FEE PROPOSAL**

A fee proposal shall be submitted as part of the technical proposal for each of the following tasks and associated deliverables, each with an individual fee:

- Task 1 – Final Work Plan and Project Kickoff
- Task 2 – Preliminary Engineering Design Phase (30%)
- Task 3 – Intermediate Engineering Design Phase (60%)
- Task 4 – Final Engineering Design Phase (90%)
- Task 5 – PS&E Engineering Design Phase (100%)
- Task 6 – Bidding and Award
- Task 7 – Engineering Services during Construction
- Task 8 – Construction Management during Construction
- Optional Task 9 – Consultant Recommended Supplemental Work Scope

The detailed fee proposal, along with the work plan and scope of work and qualifications statements will be the basis for selection. The estimated fees for each task shall be compiled on City of Santa Fe Engineering Cost Summary Forms. A summary cost sheet for Tasks 1 – 8 as well as Optional Task 9, Consultant Recommended Supplemental Work Scope, if submitted, with hours for each job classification with hourly billing rates, direct expenses, and fees shall be provided. The fee estimate shall be lump sum paid by percentage of completion and will be based upon detailed consultant hours, direct and indirect costs and profit.

Proponents shall also provide a schedule of other direct or reimbursable costs to provide the services requested in the RFP. Cost Summary forms must be completed and submitted for sub-agreements.

The final fee and the scope of work of the top ranked consultant will be negotiated after that firm has been selected. If agreement on final scope of services and fee cannot be reached with the top ranked consultant, the second-ranked consultant, and the third-ranked consultant will be considered in that order.

### **III. ERRORS AND OMISSIONS INSURANCE**

Proponents must provide evidence of Professional Errors & Omissions Insurance coverage in minimum limits of \$1,000,000 per occurrence. Insurance certificates shall be attached to Proposal. No additional direct or reimbursable expense is allowed under Professional Services Agreements for this standard coverage. Insurance certificates shall apply to prime consultants only and must be attached to the proposal.

### **IV. STATEMENT OF QUALIFICATIONS**

Proponents shall provide responses to the following items to describe its organization, capabilities, experience, expertise and local knowledge as it specifically relates to the types of services requested.

#### **A. PROPONENT(S) FIRM DATA**

- 1) Official or Corporate name of company
- 2) Types of professional services provided
- 3) Legal form of business
  - a. Date established in current form
  - b. Former corporate names, locations, dates
  - c. Names, titles, professional affiliation/expertise of principals
  - d. Categories in which firm is legally qualified to do business in New Mexico.
- 4) Firm size, particularly in office where work proposed to be performed
- 5) If Joint Venture or Teaming Agreement, please provide this information for each entity and references for similar previous projects performed as a Team or joint venture.

#### **B. QUALIFICATIONS, CAPABILITY AND EXPERTISE**

- 1) Discuss specialized design, technical and construction competence of firm or joint venture, regarding the type of services required.
- 2) Describe the capacity and capability of firm, joint venture or Teaming Agreement, including special consultants, to perform the work, including any specialized services, within the time frames to expedite projects.
- 3) Describe the continuity of the company, particularly its capability to sustain loss of key personnel, or owner directed substitution of key personnel, without adversely affecting a project or the company
- 4) Discuss past record of performance on contracts with public agencies or private sector clients with respect to such factors as control of time, costs, value, quality of work, claims handling and ability to achieve schedules. Provide reference contacts.
- 5) Discuss knowledge and familiarity with Industry Standard Practices, costs, labor and trades, general contractors and bonding limits, seasonal construction constraints, and procurement requirements and so forth in the region where the projects are located.
- 6) Discuss employee qualifications and competence in field of water transmission pipeline design, route selection, hydraulic modeling, cost estimating, and other relevant skills and experience

- 7) Discuss the engineering firm's existing workload and its capacity to handle the requirements of the Water Division projects.

**The City is seeking a firm that can clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. All work must be done by or under the direct supervision of engineers and land surveyors registered to practice in New Mexico. Consultant shall complete the design requirements in accordance with all applicable codes, laws and standards. The City requires the consultant to start work on this project immediately upon notice to proceed.**

**To propose on this project, the consultant team shall have experience in the design of pre-stressed, post-tensioned concrete water storage reservoirs, with at least three designs and installations. Project references are requested. The Proponent shall demonstrate that all professional consultant(s) that will be utilized to perform the work currently have the qualified professional staff and expertise to perform the work. Proponent's must present a past record of performance on selected tasks and ability to comply with critical schedules and budgets.**

### **C. WORKLOAD**

Describe the firm's current workload (particularly in the office that will manage this project). Provide names, locations, and clients 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.).

### **D. KNOWLEDGE OF LOCAL CONDITIONS**

Demonstrate recent knowledge and experience with City Public Works Department, City Public Utilities Department, neighborhoods, local boards and commissions, community awareness, historic sensitivity, local design practices, local construction methods, conditions & seasonal requirements, and cost estimating in the general project area, i.e., Santa Fe Regional Area.

### **E. EXPERIENCE**

Discuss recent experience of firm and project team on projects similar to this project. List particular projects, their completion dates, costs, owner / client, and references (including telephone numbers). Include photographs of completed projects. Describe your firm's expertise and familiarity with procedural and regulatory requirements on these kinds of projects.

### **F. PROJECT TEAM AND RELATED EXPERIENCE**

- 1) Present the organizational chart for the project team for public involvement, design and construction; the names of the specific team members; with their assigned tasks; qualifications and percent of time they will be assigned to the project.

- 2) Describe the management plan for coordinating schedules and resources to complete this project on schedule and within budget.
- 3) Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.
- 4) Should the firm be invited for personal interview, the City requires the principal and key design personnel, who will be assigned to the project, be present, be introduced, make comment to the selection committee, and preferably be a participant in the interview.

## **G. ASSOCIATIONS**

The City of Santa Fe desires to contract with only one principal design firm for this project; however, the use of specialty firms for GIS data conversion, etc. is recognized.

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

## **H. RESUMES**

For sake of uniformity, submit the resumes of key members of the project team, including subcontractors, using the following format:

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

## **V. PROPOSAL FORMAT**

For uniformity of review and evaluation of proposals, please use the following format in preparing a response to this RFP:

- A. Table of Contents
- B. Statement of Qualifications and Project Team Description and identification
- C. Detailed Work Plan, based upon the RFP requirements and Scope of Work for each phase
- D. Project Schedule
- E. Schedule of Hourly Rates & Costs
- F. Professional Fee Proposal
- G. Resumes of proposed project team
- H. Professional Errors & Omissions Insurance Certificate
- I. Any additional pertinent information

The proposal is limited to 35 pages for items “A” through “E”. The smallest acceptable pitch is 12 point, with nominal 1” margins. Pages for resumes and additional pertinent information are not limited. As a practical matter, however, there is a limit as to how much material the Selection Committee members are able to read and absorb. Please clearly identify each proposal item.

**EVALUATION CRITERIA  
&  
WEIGHTED VALUES**

**EVALUATION COMMITTEE MEMBERS**

**Method of Award** - The project will be awarded based upon the following criteria:

1. Ranking of qualified proposals by the Selection Committee as per the enclosed rating system.
2. Interviews
  - Interviews at the option of the City. If no interviews, then the scores from the Evaluation Criteria Form shall be utilized to determine the top ranked firm to be selected for the project.
  - If interviews are conducted, interviews will be conducted with the top three ranked firms based of the score from the Evaluation Criteria Form.
  - If interviews are conducted, then only the scores from the Interview Evaluation Form will be utilized to select the top ranked firm. It is noted that the Proposed Fee score will carry over from Evaluation Criteria Form to the Interview Evaluation Form.
3. Consideration and approval of the governing body of the City of Santa Fe. The City Council, as governing body, will consider the Public Utilities and Finance. Committees' recommendations and make the final decisions as to award of contract.

**Selection Committee** - The selection committee may consist of representatives from the following departments:

- Finance Department  
Purchasing Officer or Designee
- Public Utilities Department  
Water Division  
Director or Designee  
Engineering Section Engineer(s)  
Transmission & Distribution Section Manager or Designee  
Source of Supply Section Representative(s)

The City of Santa Fe reserves the right to alter the size and membership of the Selection Committee. There will be at least one Registered Professional Engineer on the Selection Committee.

**Interviews** - Interviews will be scheduled by the City of Santa Fe. They will consist of a 1-hr. 15-minute presentation by the Proponents, including a question and answer period. At the Interview, firms are expected to introduce and involve the engineering professionals who will be assigned to the project and make them available for questions by the Selection Committee.

## EVALUATION CRITERIA FORM

RFP: '15/32/P

PROJECT: **Engineering Services for Hospital Tank Replacement Engineering**

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

The consultant selection, or short listing for interviews, will be based upon evaluation of the proposal and the Firm's qualifications, relative to the evaluation criteria.

Proposal Component	Weighted Value	(1=low, 10=high)	Total Score	Max Score
<b>Design Approach/ Methodology:</b> Grasp of project requirements	20			200
<b>Firm/Project Team:</b> Relevant experience of firm project and specific qualifications & experience of project team, demonstrated by previous projects	30			350
<b>Past Performance:</b> The quality and timeliness of previous work for the City or other entity; the demonstrated ability to mobilize quickly, control costs, provide competent designs and accurate plans; the ability to meet schedules. List of at least 3 pre-stressed, post-tensioned tank projects with references.	5			50
<b>Knowledge of Local Conditions;</b> Industry std. construction practice; labor & trades, bonding, seasonal construction limitations, project site, environmental, regulatory and procurement requirements.	5			50
<b>Work Plan &amp; Project Schedule;</b> discussion of work elements and time frames	15			150
<b>Work Load:</b> Consultant's staff size related to current uncompleted work and the amount of work proposed under this project. The amount of city work, if any, not yet 75% complete.	5			50
<b>Proposed Fees:</b> <i>Is fee reasonable for scope and schedule? A very low fee may reflect a narrow scope, missing scope or a reduced amount of qualified engineer time. A very High fee may reflect us paying firm's learning curve, higher than normal area pay rates or higher effort than is required.</i>	20			150
<b>Total Score</b>	<b>100</b>			<b>1000</b>

Multiply the Total Score by factor of 1.10 if company has an approved Local Preference Certification form included with proposal:

**Local Preference Score, if applicable: Total Score x 1.10 = \_\_\_\_\_**

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

SELECTION COMMITTEE

EVALUATOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## INTERVIEW EVALUATION FORM

RFP '15/32/P

### Engineering Services for Hospital Tank Replacement Engineering

CONSULTANT FIRM: \_\_\_\_\_

Criteria	Weighted Value	(1=low, 10=high)	Total Score	Max Score
<b>1. Grasp of project requirements and Presentation of Management Approach /Methodology:</b> evaluation of firm's discussion and analysis of project and local issues; evaluation of discussion of its project & construction control systems; evaluation of work plan discussion and relationship to fee. Does firm grasp lead times for official actions and do they manage that within their schedule?	<b>20</b>			<b>200</b>
<b>2. Overall technical skills presentation skills:</b> evaluation of discussion of firm's capability to organize and present concepts and technical information with clarity, and credibility, supported by visual, aids. Cost & time control? Claim management & prevention? Dispute & Change Order negotiations?	<b>30</b>			<b>300</b>
<b>3. Project Management:</b> evaluation of firm's & specific project team members' style & efficacy; evaluation of firm's intent to interact with and mentor City professional staff; evaluation of project team's relevant experience & creativity; does this discussion tend to support firm's stated qualifications, experience and expertise?	<b>20</b>			<b>200</b>
<b>4. Proposed Fees:</b> Is fee reasonable for scope and schedule? A very low fee may reflect a narrow scope, missing scope or a reduced amount of qualified engineer time. A very High fee may reflect us paying firm's learning curve, higher than normal area pay rates or higher effort than is required.	<b>30</b>	<b>Carry over Score from Evaluation Criteria Form</b> _____	_____	<b>300</b>
<b>Total Score</b>	<b>100</b>			<b>1000</b>

Multiply the Total Score by factor of 1.10 if company has an approved Local Preference Certification form included with proposal:

**Local Preference Score, if applicable: Total Score x 1.10 = \_\_\_\_\_**

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

SELECTION COMMITTEE

EVALUATOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

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

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

**Additional Documentation:** If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.



**RESIDENT VETERANS PREFERENCE CERTIFICATION**

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

**Please check one box only:**

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

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

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

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

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

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

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

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

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

\*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

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

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

REQUEST FOR BIDS  
CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following design & engineering services for the City:

A. Design of either one 4 million gallon divided, pre-stressed, post-tensioned rectangular water tank, OR two 2 million gallon pre-stressed, post-tensioned circular water tanks.

B. Engineering services work includes, but is not limited to: field survey and investigation, subsurface utility engineering (SUE), geotechnical investigation, assistance in a short-term lease acquisition of the adjacent property, assistance in securing regulatory permitting and approvals, preparation of engineering plans and specifications, interface with City of Santa Fe Water Division Project Manager in preparation of bid packages and estimate of construction costs; engineering assistance for construction contract bidding and award phase, engineering services during construction, and construction management during all phases of construction.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

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

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

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

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

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

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the

right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate

against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:  
Water Division Director  
Water Division  
801 W. San Mateo  
Santa Fe, NM 87504

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
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      2/23/15  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DEPARTMENT

\_\_\_\_\_  
Business Unit Line Item

# Living Wage Ordinance

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

***Purpose:***

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

***Who it affects:***

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

***Compliance:***

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

***Prohibitions against retaliation and circumvention:***

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

***Enforcement and Remedies:***

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

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

***Posting and Publication:***

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

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

# Ordenanza Respecto al Sueldo Míximo

Ordenanza Numero §28-1 28-1.12 SFCC 1987

**Propósito:**

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

**A Quién Afecta la Ordenanza:**

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

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

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

**Se Prohíben Represalias o Evasiones:**

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

**Remedios Legales Para Implementar la Ley:**

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

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

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

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

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