

**CITY OF SANTA FE**

**"REQUEST FOR PROPOSALS"**

**CONSTRUCTION MANAGEMENT SERVICES FOR ACEQUIA TRAIL  
UNDERPASS (CN S100390/CIP 859A)**

**RFP #16/15/P**

**PROPOSAL DUE:**

November 9, 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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1. Exhibit A Work-Hour Schedule Form
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**REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER '16/15/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, November 9, 2015.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**CONSTRUCTION MANAGEMENT SERVICES FOR ACEQUIA TRAIL UNDERPASS (CN S100390/CIP 859A)**

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 Director

Received by the Santa Fe New Mexican Newspaper on: 10/06/15

To be published on: 10/12/15

Received by the Albuquerque Journal Newspaper on: 10/06/15

To be published on: 10/12/15

## PROPOSAL SCHEDULE

### RFP # '16/15/P

- |     |  |   |
|-----|--|---|
| 1.  | Advertisement  | October 12, 2015  |
| 2.  | Issuance of RFP'S                                    | October 12, 2015  |
| 3.  | Mandatory Pre-proposal Meeting                       | October 20, 2015<br>1:30 p.m. City of Santa Fe<br>Market Station Offices<br>500 Market Street.  |
| 4.  | Receipt of proposals                                 | November 9, 2015<br>2:00 p.m. local prevailing time.<br>Purchasing Office 2651<br>Siringo Road Bldg., "H"<br>Santa Fe, New Mexico<br>87505 (505) 955-5711 |
| 5.  | Evaluation of proposals                              | November 12, 2015   |
| 6.  | Interviews (If Necessary)                            | November 16, 2015   |
| 7.  | Fee/Schedule Negotiation                             | November 18, 2015   |
| 8.  | Recommendation of award<br>to Public Works Committee | November 23, 2015   |
| 9.  | Recommendation of award<br>to Finance Committee      | November 30, 2015   |
| 10. | Recommendation of award<br>to City Council           | December 9, 2015  |

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

**INFORMATION FOR PROPONENTS**  
**'16/15/P**

**1. RECEIPT OF PROPOSALS**

The City of Santa Fe (herein called "City"), invites firms to submit one original and six copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, November 9, 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:

Request for Proposal #: '16/15/P

Title of the proposal: **CONSTRUCTION MANAGEMENT SERVICES FOR ACEQUIA TRAIL UNDERPASS (CN S100390/CIP 859A)**

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 should be in writing addressed to, Purchasing Director, 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.

**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.

**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) Invoices must be submitted to the Project Manager with the Engineering 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 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  
REQUEST FOR PROPOSAL  
'16/15/P**

**1. CONSTRUCTION MANAGEMENT SCOPE OF SERVICES FOR  
CN S100390 – ACEQUIA TRAIL UNDERPASS (PROJECT)**

The **ENGINEER OF RECORD** for the Project is The Louis Berger Group, Inc.  
Contact: Mr. Richard K. Rotto, P.E., Manager New Mexico

The **LANDSCAPE ARCHITECT** is Serquis & Associates; and the **ARTIST FIRM** is Willco Art & Design Inc.

CN S100390 - Acequia Trail Underpass Construction (**PROJECT**) is being led by the City of Santa Fe ("**PUBLIC ENTITY**") under a Cooperative Project Agreement ("the **FUNDING AGREEMENT**") with the New Mexico Department of Transportation ("**DEPARTMENT**").

The **PROJECT** is being funded with Federal Air Quality and Congestion Management (CMAQ) Flexible Funds (\$3,263,808.00) and associated local match funds (\$556,192.00) for a total of \$3,820,000. Project Control Number CN S100390 is included in the Fiscal Year (FY) 2014-2017 State Transportation Improvement Program (STIP) for a total funding amount of \$3,820,000. Available funding is expected to complete construction of the project.

**2. THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT**

**The Construction Team:** The Construction Manager, the "Public Entity", the Engineer of Record, the Landscape Architect, and the Artist Firm called the "Construction Team" will work from a Notice to Proceed issued by the "Public Entity" through construction completion which is defined as final acceptance by the Department, to ensure compliance with all terms of the **FUNDING AGREEMENT** between the "Public Entity" and the "Department" (see attached Exhibit F).

The **Construction Manager** will provide leadership to the Construction Team on all matters relating to "Construction Phase Duties and Obligations" of the "Public Agency" that are listed in the Funding Agreement for Project Control Number S100390, and as outlined in the T/LPA Handbook and 2014 NMDOT Standard Specifications

The "Public Entity" will have a professional services contract for construction engineering services with the Engineer of Record, and it is the duty of the Construction Manager to fully understand this contract in order maximize efficiency of the use of this contract by the "Public Entity" (see attached Exhibit G).

The Construction Manager will independently contract as part of these services, all construction phase services that will be required of the Landscape Architect and the Artist Firm that cannot be addressed first by the Engineer of Record or the Public Entity, including but not limited to material submittals reviews, requests for information, field clarifications, design change notifications, and all other meetings. No additional payments for the involvement of the Landscape Architect and Artist Team will be made beyond the terms of this contract with the Construction Manager.

The **Construction Manager** accepts the relationship of trust and confidence established between him, the Engineer of Record and the "Public Entity". He covenants with the "Public Entity" that he has read and completely understands the Cooperative Project Agreement for Construction, the T/LPA handbook and 2014 NMDOT Standard

Specifications that has been established and is binding between the “Public Entity” and the “Department”;

And the **Construction Manager** further agrees to furnish efficient construction management, inspection, and testing services, and to use his best efforts in leadership towards the completion of the Project in an expeditious and economical manner consistent with the roles and responsibilities of the “Public Entity” listed in the funding “Agreement” T/LPA Handbook and 2014 NMDOT Standard Specifications with the “Department”.

**Extent of Agreement:** This Agreement represents the entire agreement between the “Public Entity” and the Construction Manager and supersedes all prior negotiations, representations or agreements.

### 3. PROJECT SYNOPSIS

The Acequia Trail is a non-motorized, multi-use, pedestrian and bicycle trail connecting the Santa Fe Railyard multi-modal transportation center to the southwest portion of the City. The Acequia Trail runs behind the New Mexico School for the Deaf (NMSD) from the Baca Area to St. Francis Drive, and then connects to the Railyard Park. St. Francis Drive is an existing corridor within a well-established urban setting, with primarily residential and commercial development including, specifically, the Railyard Park to the east and the NMSD to the west.

#### **Project Purpose and Need**

The purpose of this project is to establish connectivity of the Acequia Trail by providing an improved, efficient, and safe crossing of St. Francis Drive for the trail user. The need is based upon the lack of a well-defined pathway across St. Francis Drive for pedestrians, cyclists, and non-motorized vehicles. The PROJECT meets the purpose and need and provides safe and efficient connectivity across St. Francis Drive, and to other multi-modal facilities, eliminating vehicular conflict for bicyclists and pedestrians.

In addition, the Acequia Trail itself was integrated into the Railyard Master Plan as a key design element and identified to be the connection that “binds the Baca area and North Railyard as one site.” The SFMPO has also identified the Acequia Trail Crossing as a grade-separated trail in the Bicycle Master Plan (2012). It is ranked as number 5 on the proposed trail project list.

#### **Effort subsequent to the Environmental Assessment**

Subsequent to the EA, the City of Santa Fe chose the underpass as the preferred build alternative, based on agency, stakeholder, and public comments received. With respect to the underpass, further evaluations and design have been completed. Design details, summary of additional outreach efforts, and environmental evaluations are provided below:

**Design Details:** The proposed underpass includes depressing the Acequia Trail beneath St. Francis Drive, with no elevation changes to the roadway. The proposed underpass will have a passageway approximately 145 feet long with a 24-foot horizontal clearance and a 10 foot maximum vertical clearance. The structure will consist of concrete slab beams and concrete walls on a pile-supported deep foundation system. The roof of the underpass will have an arched soffit with a vertical clearance of 10 feet at its peak and 8.75 feet at the face of walls. The structure will have an opening in the median approximately 8 feet wide and 24 feet long. The underpass distance includes the full width of the NMDOT right-of-way for St. Francis Drive, so as not to restrict future modifications of the roadway. The westerly approach would be limited to a maximum grade of 5 percent and would follow the existing Acequia Trail alignment. The easterly approach would follow the old railroad spur alignment and would require a 7 percent grade to

match the existing ground elevation at Alarid Street. The trail would then cross Alarid Street at a marked crosswalk connecting to the Rail Trail. At-grade access would be provided by way of trail connectors leading from the northwest and northeast corners of the existing intersection. (See attached Exhibit H). Note that PDF copies of the complete 100% final design plans will be available to all proponents upon request.

**Right-of-Way:** All of the right-of-way is owned by the City of Santa Fe.

**SHPO Coordination:** Conditions presented under the initial coordination with the SHPO, completed on March 9, 2012 and included in the EA, remain consistent; therefore SHPO coordination is deemed complete. Further evaluation determined that there are no new potential effects to cultural resources under the more refined underpass alternative. Further documentation is as follows:

There will be no construction completed within the acequia (LA 120957). Coordination with Mr. Phil Bove, the commissioner of the Acequia Madre de Santa Fe, has been maintained and there are no objections to the plan.

On the east side of St. Francis Drive, the fence along the northern boundary of the NMSD will be replaced, to improve safety for the school grounds.

The existing rail spur (LA 153441) and the caboose which sits on top of the short segment of track will be removed during construction and replaced in a similar location along the linear historic rail line upon completion of the project.

**Traffic Control:** Lane closures along St. Francis Drive will be required for construction but will be limited to night-time hours and coordinated with the NMDOT District 5 Traffic Engineer.

Consideration of any major public events will be included in the construction contract to minimize impact to the traveling public. In response to the City Ordinance Section 10-2.4 SFCC 1987 (as amended), the contractor will obtain appropriate permitting to allow for night-time construction activity. Closure of the existing at-grade trail may be necessary during construction. There will be no impact to the operations of the NM RailRunner.

### **Environmental Issues**

An analysis of the environmental effects of the selected alternative was provided in the Environmental Assessment. No significant or disproportionate impacts were identified. Environmental commitments which have already been completed as well as those that remain relevant are provided below:

**Environmental commitments** which remain relevant to the construction of the PROJECT are listed below and will be provided to the construction contractor.

- The contractor shall prepare and implement a storm water pollution prevention plan (SWPPP) and a temporary erosion and sediment control plan (TESCP) in compliance with Section 402 of the Clean Water Act. Best Management Practices (BMP's) shall be installed and maintained both during and after construction to prevent, to the extent practicable, pollutants in storm water runoff from entering Waters of the U.S. Temporary disturbed areas will be re-vegetated after construction to limit erosion potential.
- If buried archeological or cultural deposits are discovered during construction, work in the area will cease while the SHPO and the City are consulted. If Native human remains are discovered during construction, construction activity will cease while the appropriate tribes are consulted for treatment and disposition of these objects, pursuant to the Native American Graves Protection and Repatriation Act of 1990.
- Construction and maintenance easements (CMEs), temporary construction permits (TCPs), and/or work permits would be obtained before construction begins.
- The contractor shall minimize vegetation and soil disturbance for all locations where

equipment will be parked during construction. The contractor shall acquire environmental and cultural resource clearances for these sites in accordance with Section 107.14 of the 2007 edition of the NMDOT Standard Specifications for Highway and Bridge Construction.

- An additional prairie dog survey will be completed in the project area prior to project construction. If prairie dogs are present, relocation will be conducted in compliance with Santa Fe Ordinance No. 2001-35.

#### **Agency Coordination and Public Involvement**

Public and agency coordination for the PROJECT was inclusive of various stakeholder coordination, two public meetings, one public hearing and a design charrette. A combined pre-construction/public information meeting was held in the summer of 2015 to maintain communication with the public on this project.

#### **4. SCOPE OF SERVICES**

It is imperative that the selected Construction Manager has extensive heavy construction management experience on federally funded projects. A registered civil engineer with extensive construction management experience with projects involving tunneling operations, and green infrastructure techniques is preferred but not required. It is expected that the selected Construction Manager will need to provide TTCP Certified inspectors and TTCP Certified Lab Technicians in addition to the Construction Manager during the project's duration.

The selected Construction Manager will ensure compliance with all terms of the **FUNDING AGREEMENT** between the "Public Entity" and the "Department" (see attached Exhibit C).

The selected **Construction Manager** will provide leadership to the Construction Team on all matters relating to "Construction Phase Duties and Obligations" of the "Public Agency" that are listed in the Funding Agreement, T/LPA Handbook and 2014 NMDOT Standard Specifications for Project Control Number S100390, including but not limited to construction activities compliance with approved design, environmental commitments, right of way activities, utility coordination, and construction management and testing; preparation of all required reporting including but not limited to requests for reimbursement by the "Public Entity".

The Construction Manager shall provide technical and administrative services and coordination oversight for all activities taken by outside entities in connection with the project. The Construction Manager shall maintain a close liaison with the Construction Team, and shall copy the Construction Team on all correspondence.

Throughout the duration of the project, the Construction Manager shall perform the following typical services that include but are not limited to the following:

##### **Pre-construction Phase**

- Complete review of the submitted schedule of work.
- Review and coordinate analysis of Contractor's submittals with the Engineer of Record.
- Conduct pre-construction conference.
- Review and comment on the Contractor's schedule with the Engineer of Record.

##### **Construction Phase**

Provide all necessary project administration including **but not limited** to the following:

- Construction Manager shall maintain a suitable headquarters in the project area for the duration of the project, and provide separate construction site trailers only as they deem necessary. (The construction contractor will be required to provide a construction trailer for their use as well as weekly construction meetings, which shall include desks, layout table, phone, computers, fax machine, reproduction machine, and file cabinets). Construction Manager shall provide all necessary safety equipment required for their personnel to perform the work efficiently and safely.
- Construction Manager Personnel shall be provided with radio or cellular-equipped vehicles, digital camera, and personal protective equipment suitable for the location and nature of work involved, and in accordance with federal OSHA requirements.
- Perform site inspections
- Provide inspectors for day-to-day on -the-job observation/inspection of work. The inspectors shall make reasonable efforts to guard against defects and deficiencies in the work of the Contractor and to ensure that provisions of the contract documents are being fulfilled to federal reporting and documentation standards:
- Prepare daily inspection reports documenting observed construction activities, manpower, and equipment.
- Take and maintain digital photographs providing documentation of construction activities; bind and label them.
- Mark up a field blue line set of drawings to incorporate the Contractor record drawing markups.
- Assist in monthly progress payment recommendations by making measurements of bid items.
- Conduct weekly project meetings and prepare minutes:
- Prepare minutes and distribute to designated parties.
- Monitor project budget, purchases and payment.
- Review the updated construction schedules and maintain records.

Establish and process job control documents including:

- daily inspection diaries
- weekly progress reports
- monthly construction payments
- monthly reimbursement requests
- requests for information from the Engineer of Record
- survey requests
- material receipts
- weighmaster certificates
- material submittals
- weekly statements of working days, including a detailed record of track time
- construction change orders (to be approved by "PUBLIC ENTITY" per the city purchasing code)
- review of certified payroll records
- Conduct Employee Wage Rate Interviews
- Ensure the Contractor is keeping LCPtracker and B2Gnow up to date

Review of schedule updates:

- Compare work progress with planned schedule and notify the Construction Contractor of project slippage.
- Review the Contractor's plan to get back on schedule.
- Analyze the schedule to determine the impact of weather and change orders.
- Obtain monthly updates from the Construction Contractor of construction schedule

incorporating actual progress, weather delays and change order impacts.

- Negotiate time extensions due to change orders or other delays
- Assist “PUBLIC ENTITY” in negotiation of change orders:
- Obtain NMDOT and/or FHWA Preapproval of all change orders prior to commencing work.
- Perform quantity and cost analysis as required for negotiation of change orders.
- Analyze additional compensation claims that are submitted during the construction period and prepare responses.
- Perform claims administration including coordinating and monitoring claims responses, logging claims and tracking claim status.

Review, comment and facilitate responses to requests for information:

- Prepare responses to RFI related construction issues in cooperation with the Engineer of Record.
- Transmit design-related RFIs to Engineer of record, and copy the City of Santa Fe Project Manager.
- Conduct meetings with the Construction Contractor and other parties as needed to discuss and resolve RFIs.
- Evaluate cost reduction incentive proposals and provide recommendations to the City of Santa Fe Project Manager, NMDOT and Engineer of record for acceptance or denial.
- Monitor and enforce General Contractor's compliance with SWPPP/TESCP.
- Identify actual and potential problems associated with the construction project and consult with the City of Santa Fe Project Manager and the design engineer.
- Maintain an on-site awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
- Facilitate any necessary utility coordination with the Construction Team, the applicable utility and the General Contractor.
- Prepare a monthly progress report for the Construction Team describing key issues, cost status, and schedule status.
- Prepare monthly progress payment requests; negotiate differences over amount with the Construction Contractor and process payments through the City of Santa Fe Project Manager.

## **Quality Assurance**

The Construction Manager shall enforce the quality assurance plan, in conformance with the plans and specifications and all federal reporting requirements.

- Schedule and perform quality assurance materials testing to verify compliance of the work with the contract documents.
- Source Inspections
- Materials Acceptance
- Review test reports submitted by others to substantiate contract compliance to federal standards
- Ensure that Certificates of Compliance or source release tags are furnished by the Construction Contractor along with the applicable delivered materials at the project site.

## **Federal Contract Management Requirements**

- Maintain construction documents per all pertinent federal requirements.
- Enforcement of Labor Compliance requirements, including completion of federal Labor Compliance Pre- job checklist

- Utilize B2Gnow and LCPtracker for Subcontractor payments and DBE goal
- Enforcement of federal Quality Assurance requirements

### **Post-Construction Phase**

- Prepare initial punch list and consolidate comments into final punch list
- Finalize the bid items, claims, change orders, punch list items and correct shop drawings.
- Oversee completion of record drawing
- Preparation of all federal final reporting requirements including all necessary attachments with a copy to the Construction Team
- Preparation of Report of Expenditures Checklist including all necessary attachments
- Transmit all project files and record drawing to the City of Santa Fe for archiving.

## SUBMITTAL REQUIREMENTS

'16/15/P

### **SUBMITTAL PACKET**

Six copies of the proposal packet shall be submitted. The packet should be as concise as possible. The submittal should include the work team members' names and classification for all services to be performed including sub-consultants. It will be used to evaluate the proponents' level of understanding of the described project scope and the amount of work to be performed by the prime consultant versus sub-consultants.

### **WORK-HOUR ESTIMATE**

A detailed work-hour (or man-hour) estimate for each category of work must be submitted for all services to be performed including subcontracted services, as described. It will be used to evaluate the proponents' level of understanding of the described project, the completeness of level of effort proposed to accomplish the design and the amount of work to be performed by the prime consultant versus sub-consultants.

This estimate should entail the hours to be dedicated for each category, which will be anticipated to complete the project. The estimate should be accurate and reasonable, as it will be the basis for the final fee negotiation. ***The work-hour estimate must relate directly to key tasks and phases described in your work plan and schedule and shall be broken down for each component of the project listed by classes of labor, i.e., Engineer, Architect, Surveyor, Technician, Drafting, Clerical, etc.***

***The Work-Hour Schedule format, attached as Exhibit A, shall be used to summarize work-hours for each phase of the project and made part of the proposal.***

### **PROFESSIONAL FEE ESTIMATE/PROPOSAL**

The fee estimate shall be broken out to show the individual fees including all applicable sub-tasks:

A detailed fee estimate, or cost summary, along with the work plan and scope of work will be the basis for negotiating a final fee and scope of services. ***The estimated fees for each category of work shall be compiled on City of Santa Fe Engineering Cost Summary Forms, attached as Exhibit B, and submitted in a separate sealed envelope (ONE COST SUMMARY PER CATEGORY).*** The fee shall be lump sum and will be negotiated based upon your detailed work hours by classes of labor (i.e. Engineer, Architect, Surveyor, Technician, Draftsperson, Clerk, etc.), direct and indirect costs, profit and overhead.

Audited overhead rates shall be documented on Overhead Information Forms (see Exhibit C attached). The consultant shall furnish one form to document the current, or proposed, rate and a second form documenting the previous year audited overhead rate. During negotiation, proposed overhead rates will be evaluated for reasonableness and general business practice in the local region. Cost Summary and audit information forms must be completed and submitted for subcontracts.

### **PROJECT SCHEDULE**

The consultant shall coordinate its work schedule subject to the contractor's approved schedule. Therefore, no fixed schedule is required as part of the proposal package.

### **STATEMENT OF QUALIFICATIONS**

Proposals shall provide responses to the following items to describe the consultant firm's organization, capabilities, specialties, experience, and local knowledge.

## **Firm Data**

1. Official Name of Business
2. Types of Services provided
3. Legal Form
  - a. Individual, partnership, corporation joint venture, or other
  - b. Date of establishment under current name.
  - c. Former names, locations, dates.
  - d. Names, titles, professional registration, addresses of firm owner, partners or officers.
  - e. Categories in which firm is legally qualified to do business in New Mexico.
4. Firm Size – State the current number and type of regular full time employees in office or facility that would be performing the work for this project. How long have these employees been with the firm?
5. Facilities – Describe the office or facility that would be performing the work for this project. Describe field facilities and equipment available for use on this project. State the location of each.

## **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.).

## **Knowledge of Local Conditions**

Demonstrate recent knowledge and experience with City Public Works 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.

## **Experience**

Discuss recent experience of the firm and project team on projects similar to this project. List particular projects, their completion dates in comparison to original schedule, costs vs. budget, 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. If the proposing Consultant is going to use other consulting firms to accomplish parts of the work, list the firm, the firm's location, the licensed professional at the firm who would be responsible for the work and their area of expertise.

## **Project Team and Related Experience**

1. Present the organizational chart for the project team; the names of the specific team members; with their assigned tasks; qualifications and percent of time they will be assigned to the project. Include construction inspectors, subcontractors, etc.
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.

## **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 testing, 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.

### **RESUMES**

For sake of uniformity, submit the resumes of key members of the project team, including subcontractors, for construction management and construction inspection, testing, etc., 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

### **PROPOSAL FORM**

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

- A. Table of Contents
- B. Detailed Work Plan Based on Scope of Work including Quality Assurance Plan
- C. Statement of Qualifications (Firm Data, Work Load, Knowledge of Local Conditions, Experience including past experiences on similar projects, Project Team Description & Organizational Chart, Associations)
- D. Errors and Omissions Insurance Certificate
- E. Any Additional Pertinent Information
- F. Resumes
- G. Unit Rate Schedule

The proposal shall be limited to 20 pages for item "A" through "E". The smallest acceptable pitch is 12 point with nominal 1" margins and normal line spacing. Additional information, resumes, and fee proposal pages are unlimited. However, bear in mind that there is a practical limit to how much material selection team members can review in a limited time. Label each item clearly.

**NOTE: PROPOSALS NOT CONFORMING TO THE SUBMITTAL REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.**

### **ERRORS AND OMISSIONS INSURANCE**

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

### **COMPLIANCE WITH CITY OF SANTA FE MINIMUM 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 as Exhibit E. 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.

# EVALUATION CRITERIA AND WEIGHTED VALUES

RFP# '16/15/P

**PROJECT: CONSTRUCTION MANAGEMENT SERVICES FOR ACEQUIA TRAIL UNDERPASS (CN S100390/CIP 859A)**

**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<br>(1 = low,<br>10 = High) | Total Score | Max Score |
|---|----------------|--|-------------|-----------|
| <b>Cost:</b> Consider the unit cost of the proposed staff. Is it too high/low?  | 20             |  |             | 200       |
| <b>Project Understanding &amp; Approach:</b><br>Consider the proposed approach and methodology to project assignments. Does the proponent have a sufficient comprehension of project assignments and a flexible approach to project constraints?                  | 20             |  |             | 200       |
| <b>Experience, Training, &amp; Education:</b><br>Consider the technical training, education and experience of the proposed project team and the firm. Do the qualifications of the proposed team relate with the specific technical needs of project assignments? | 10             |  |             | 100       |
| <b>Past Performance:</b><br>Consider the <b>work quality</b> (competent designs, and accurate plans), <b>cost controls</b> , and <b>timelines</b> (ability to mobilize quickly, adherence to schedule deadlines) of previous work for the City or other entity.   | 15             |  |             | 150       |

|  |    |  |  |     |
|--|----|--|--|-----|
| <b>Knowledge of Local Conditions:</b><br>Is the firm and project team familiar with local neighborhood issues, local design and construction practices? Do they have familiarity with the project site, and environmental and regulatory requirements? | 10 |  |  | 100 |
|--|----|--|--|-----|

|   |     |  |  |      |
|---|-----|--|--|------|
| <b>Quality Assurance:</b><br>Consider the proponents' quality control as related to schedule compliance, cost controls, and plan verification.  | 5   |  |  | 50   |
| <b>Quality of Proposal:</b><br>Is the proponent's knowledge and ability for this project clearly and concisely conveyed? Is all the information readily available and present?  | 10  |  |  | 100  |
| <b>Resource Availability:</b><br>Consider the work load of the firm and of the proposed project team. Are adequate personnel, equipment, and facilities proposed? Also consider the size of the proponent's staff related to current uncompleted work and the volume of work proposed under this project. | 10  |  |  | 100  |
| <b>Total Score</b>  | 100 |  |  | 1000 |

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

**SELECTION COMMITTEE EVALUATOR**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

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

## **EVALUATION COMMITTEE MEMBERS '16/15/P**

The committee may consist of representatives from the following departments:

1. Finance Department
  - Purchasing Division
2. Public Works Department
  - Engineering Division
3. New Mexico Department of Transportation
  - Local Government Assistance Bureau
  - Design Development
4. City of Santa Fe Arts Commission
5. Parks & Recreation Department

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.

## EXHIBIT A

| <b>WORK-HOUR SCHEDULES</b><br><b>Construction Management Services</b>        |                             |
|--|-----------------------------|
| <b>Activity</b>  | <b>Estimated Work-Hours</b> |
| <b>Preconstruction</b>   |                             |
| List categories anticipated here and below. Create additional rows if needed |                             |
|  |                             |
|  |                             |
| <b>Total for Preconstruction</b>   |                             |
| <b>Construction</b>  |                             |
| List categories anticipated here and below. Create additional rows if needed |                             |
|  |                             |
|  |                             |
| <b>Total for Construction</b>  |                             |
| <b>Quality Assurance and Federal Contract Management</b>                     |                             |
| List categories anticipated here and below. Create additional rows if needed |                             |
|  |                             |
|  |                             |
| <b>Total for QA and Federal Contract Management</b>                          |                             |
| <b>Post Construction</b>   |                             |
| List categories anticipated here and below. Create additional rows if needed |                             |
|  |                             |
|  |                             |
| <b>Total for Post Construction</b>   |                             |
| <b>Total Estimated Consultant-Hours</b>                                      |                             |

Work-hours are for estimating purposes. Final Fee will be negotiated if the City elects to use the services.

## EXHIBIT B

### CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

| <b>ENGINEERING COST SUMMARY<br/>PART 1 - GENERAL</b> |                   |                                     |   |        |
|--|-------------------|-------------------------------------|---|--------|
| 1. NAME OF PROJECT:                                  |                   |                                     | 2. CIP #:                               |        |
| 3. NAME OF CONTRACTOR:                               |                   |                                     | 4. DATE OF PROPOSAL:                    |        |
| 5. ADDRESS OF CONTRACTOR:                            |                   | 6. TYPE OF SERVICE TO BE FURNISHED: |   |        |
|  |                   | A. WORK ELEMENT:                    |   |        |
| <b>PART 2 – COST SUMMARY<br/>BASIC SERVICES</b>      |                   |                                     |   |        |
| 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)                |                   |                                     |   |        |
| <b>SUPPLEMENTAL SERVICES</b>                         |                   |                                     |   |        |
| 10. SUBCONTRACTS (Identify & purpose)                |                   |                                     | ESTIMATED COST                          |        |
|  |                   |                                     |   |        |
|  |                   |                                     |   |        |
|  |                   |                                     |   |        |
| SUBCONTRACTOR TOTAL:                                 |                   |                                     |   |        |
| 11. SPECIAL EQUIPMENT                                | RATE              | ESTIMATED HOURS                     | ESTIMATED COST                          |        |
|  |                   |                                     |   |        |
|  |                   |                                     |   |        |
| EQUIPMENT TOTAL:                                     |                   |                                     |   |        |
| 12. TRAVEL   |                   |                                     | ESTIMATED COST                          |        |
| A. transportation:                                   |                   |                                     |   |        |
| B. per diem:   |                   |                                     |   |        |
| TRAVEL TOTAL:  |                   |                                     |   |        |
| 13. OTHER REIMBURSABLE COST                          |                   |                                     | ESTIMATED COST                          |        |
|  |                   |                                     |   |        |
|  |                   |                                     |   |        |
| OTHER REIMBURSABLE TOTAL:                            |                   |                                     |   |        |
| SUBTOTAL ITEMS 7-12:                                 |                   |                                     |   |        |
| 14. GROSS RECEIPTS                                   |                   |                                     |   |        |
| 15. TOTAL PRICE                                      |                   |                                     |   |        |
| 16. SIGNATURE OF PREPARER                            | OWNER'S REVIEW BY |                                     | ENGINEERING PROJECT MANAGEMENT DIVISION |        |

## EXHIBIT C

PROJECTED FISCAL YEAR OVERHEAD INFORMATION  
 PAYROLL BURDEN AND GENERAL ADMINISTRATIVE COSTS  
 (AS PER AUDIT INFORMATION)  
 YEAR \_\_\_\_\_

|  | Amount | Percent |
|--|--------|---------|
| Base Productive Salaries                                   |        | 100%    |
| <b>Payroll Burden</b>                                      |        |         |
| Holidays and Excused Time                                  |        |         |
| Vacations and Pay in Lieu There of                         |        |         |
| Sick Leave   |        |         |
| Social Security Tax  |        |         |
| Federal Unemployment                                       |        |         |
| State Unemployment   |        |         |
| Workmen's Compensation Insurance                           |        |         |
| Group Life Insurance                                       |        |         |
| Group Health Insurance                                     |        |         |
| Retirement   |        |         |
| <b>Subtotal – Payroll Burden</b>                           |        |         |
| <b>General and Administrative Costs</b>                    |        |         |
| General and Administrative Salaries                        |        |         |
| Accounting, stenographic & clerical salaries               |        |         |
| Nonproductive Technical Salaries                           |        |         |
| Salaries – Proposal Preparation Costs                      |        |         |
| Employee Incentive Salaries                                |        |         |
| Reproduction Costs, Materials & Supplies                   |        |         |
| Office and Storage Rentals                                 |        |         |
| Light, Heat, Power   |        |         |
| Telephone & Telegraph                                      |        |         |
| Postage & Expenses   |        |         |
| Legal, Auditing and Professional                           |        |         |
| Insurance – General  |        |         |
| Errors and Omissions Insurance                             |        |         |
| Repairs and Maintenance – Office Building                  |        |         |
| Repairs and Maintenance – Office and Engineering Equipment |        |         |
| Office, Engineering, Drafting Supplies                     |        |         |
| Personnel, Recruiting, and Education                       |        |         |
| Miscellaneous Expense                                      |        |         |
| Pre-contract and Proposal Costs                            |        |         |
| Employee Expense   |        |         |
| Depreciation of Office & Engineering Equipment             |        |         |
| Computer Services and Programs                             |        |         |
| State Income Taxes   |        |         |
| State Franchise & Personal Property Taxes                  |        |         |
| Real Estate, Sales Taxes, and Other Taxes                  |        |         |
| Interest Expense   |        |         |
| Contributions  |        |         |
| Uncollectible Accounts                                     |        |         |
| Key Personnel Life Insurance                               |        |         |
| Prof. Registrations, Memberships, & Subscriptions          |        |         |
| Entertainment  |        |         |
| <b>Subtotal – General Administrative</b>                   |        |         |
| <b>TOTAL</b>   |        |         |

**EXHIBIT D**

FOR RFP PURPOSES ONLY

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

A. The Contractor shall provide construction management services for the City with regard to CN:S100390 Acequia Trail Underpass (the "Project"), in conjunction with EXHIBIT "A", attached hereto and made a part thereof.

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 \_\_\_\_\_ (\$ \_\_\_\_\_), exclusive of applicable gross receipts taxes in total for the term of this agreement.

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 and in accordance with the Unit Rate Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. 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 two (2) years hence from the date of signature, unless terminated sooner pursuant to Article 6 below. The term and effective date is amendable by the mutual agreement of both parties pursuant to Article 18 below, not to exceed four (4) years.

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 contract.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within 10 days 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

Contractor:

Roadway & Trails Engineering Division  
Attn: Leroy N. Pacheco, PE  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

Name of Contractor  
Attn: Name of Signing Agent  
Street Address  
City, State, Zip

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work

Exhibit B – Unit Rate Schedule

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

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

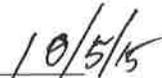
DATE: \_\_\_\_\_

CRS# \_\_\_\_\_  
CITY OF SANTA FE BUSINESS  
REGISTRATION# \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

   
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

APPROVED

426004/572970  
Business Unit/Line Item

## Exhibit E

City of Santa Fe

# Living Wage Ordinance

*Ordinance Number §28-1 28-1.12 SFCC 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 \$10.84 effective March 1, 2015.
- 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 955-6949 Email: [constituentservices@santafenm.gov](mailto:constituentservices@santafenm.gov)**

## Ordenanza Respecto al Sueldo Mínimo

*Ordenanza Numero §28-1 28-1.12 SFCC 1987*

**Propósito:**

La ordenanza respecto al Sueldo Mínimo fue adoptada por la Ciudad 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 ciudad de Santa Fe.

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

- A partir del día primero de Marzo del 2017, las empresas que tienen que pagar el sueldo mínimo tienen la obligación de pagar un sueldo de \$10.: 6 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 Ciudad 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.

”

# Exhibit F



## State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

### CHANGE ORDER

### Dispatch via Print

## Department of Transportation

P O Box 1149  
Santa Fe NM 87504-1149  
United States

**Vendor:** 0000054360  
SANTA FE, CITY OF  
P O BOX 909  
SANTA FE NM 87504

|   |   |                                   |                  |
|---|---|-----------------------------------|------------------|
| <b>Purchase Order</b><br>80500-0000227692 | <b>Date</b><br>09/29/2015               | <b>Revision</b><br>1 - 10/02/2015 | <b>Page</b><br>1 |
| <b>Payment Terms</b><br>Pay Now           | <b>Freight Terms</b><br>FOB Destination | <b>Ship Via</b><br>Best Way       |                  |
| <b>Buyer</b><br>Kimberly Perry            |   | <b>Phone</b>                      |                  |

**Ship To:** 05 DISTRICT 5  
United States

**Bill To:** P O Box 1149  
Santa Fe NM 87504-1149  
United States

Origin: REQ Excl/Excl #:

| Line-Sch | Item/Description  | Mfg ID           | Quantity               | UOM | PO Price     | Extended Amt        | Due Date   |
|----------|---|------------------|------------------------|-----|--------------|---------------------|------------|
| 1- 1     | LGU-CONST01,2016,<br>LPA-US 84, FROM MP 165.32 TO MP<br>165.32,ACEQUIA TRAIL/RAILYARD<br>CROSSING CONSTRUCTION,CONSTRUCT<br>MULTI -USE PATH<br>14.56% LOCAL MATCH ADD 2ND DIST<br>LINE ON VCHR TO REDUCE MATCH<br>(REVERSAL Activity) |                  | 1.00                   | EA  | 3,820,000.00 | 3,820,000.00        | 09/29/2015 |
|          | 80500-20100-9001050000-535300-55301-  | -HWAS100390-     | -116-50000             |     |              |                     |            |
|          |   |                  | <b>Schedule Total</b>  |     |              | <u>3,820,000.00</u> |            |
|          | Contract ID: D15004   | Contract Line: 0 | Release: 1             |     |              |                     |            |
|          |   |                  | <b>Item Total</b>      |     |              | <u>3,820,000.00</u> |            |
|          |   |                  | <b>Total PO Amount</b> |     |              | <u>3,820,000.00</u> |            |

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

ITEM # 15-0781

Contract Number

D15004

Vendor Number

0000054360

Control Number

S100390

## COOPERATIVE PROJECT AGREEMENT-CONSTRUCTION WORK

**This Agreement** is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department"), and the City of Santa Fe ("Public Entity"), collectively referred to as the "Parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

### 1. Purpose:

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the Public Entity for a transportation project described in the Public Entity's Plans Specifications and Estimate Package (PS&E), the Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). The deliverables under this Agreement may be referred to as the "Construction Work" for the project, which is referred to interchangeably as "Project" or "Project Control No. S100390." The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. Additionally, the purpose of this Agreement is to ensure that the scope of work is maintained throughout the life of the Project.

### 2. Funding:

a. The total funding for Project Control No. **S100390**, is **Three Million Eight Hundred Twenty Thousand Dollars** (\$3,820,000) which will be shared by the Parties as follows:

#### 1. FFY 2015 Congestion Mitigation/Air Quality-Mand (CMAQ) Funds

##### Department's 85.44% share

\$3,263,808

Construction of a multi-use path grade crossing (underpass) of St. Francis Drive (US 84/285) on RT US 84. Acequia Trail/ Railyard crossing. (Description as per STIP database and Agreement Request Form, this agreement only pertains to the construction portion of Project Control No. S100390.)

#### 2. City's matching 14.56% share

\$556,192

For the purpose stated above.

#### 3. The Total Project (Construction Work) Funding

\$3,820,000

b. **If current federal fiscal year funding is not obligated by September 30<sup>th</sup> of the current federal fiscal year, this Agreement shall terminate.** Should this occur the Public Entity shall be solely responsible for all termination costs. However, if prior federal fiscal year funding has been authorized, this Agreement will remain in effect. If the Public Entity cannot meet the federal fiscal year deadline, and the money is reprogrammed for the next fiscal year, this Agreement will remain in effect.

- c. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section and all costs determined to be ineligible for reimbursement under the terms of the listed funding sources.
- d. FHWA's obligation of federal funds shall be supported by a certified cost estimate based on the Public Entity's Engineer's Estimate (EE). The EE shall be submitted to the Department's North Region T/LPA Coordinator prior to the PS&E Review pursuant to 23 CFR Part 630B.
- e. After the project is advertised, bids shall be submitted in accordance with the advertisement for bids. The Public Entity will open sealed bids in accordance with the Public Entity established procurement procedures. The Department will review the Public Entity's determination of lowest responsive bid to determine if the amount of federal funds obligated by the FHWA requires adjustment pursuant to 23 CFR Part 630.106. The Public Entity's responsive low bid for the project, including approved alternates, will be compared to the amount obligated. The Department will allow a 15% increase over the base bid and any approved alternates to cover Engineering and Contingencies and Gross Receipts Tax. If the difference between the FHWA's obligation amount and the responsive low bid plus the 15% is within \$250,000, the amount of funds obligated will not change. If the difference between the obligation amount and the responsive low bid plus the 15% exceeds \$250,000, the difference will be deducted reducing the amount of funds obligated.
- f. The Public Entity may not make changes and add extra work to the Project after the construction contract has been let in order to take advantage of the projected project costs used to set obligations. Pursuant to 23 CFR 630 and 23 CFR 635, specifically 23 CFR 635.120, extra work may be added to a project as a change order if such could have been reasonably anticipated at the time of letting and such work is necessary to the completion of the project. If at any point in the construction, the Public Entity identifies extra work as defined by the Department's current specifications that may be justified by incorporation into the contract, this proposed work shall be reviewed by the Department (State Construction Engineer or Designee), which must concur prior to the commencement of the extra work.

### **3. Method of Payment – Reimbursement:**

The Department's District T/LPA Coordinator shall reimburse the Public Entity upon receipt of payment requests for the purposes stated in Section 2, with supporting documentation as determined and/or approved by the Department, certifying that costs have been incurred in compliance with this Agreement. Invoices will be accepted monthly, but must be submitted at a minimum quarterly to the Department's District T/LPA Coordinator. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the Public Entity for corrections. Only invoices for approved/undisputed work will be processed.

The Department's District T/LPA Coordinator will not reimburse the Public Entity for costs incurred prior to obligation of federal funding and the full execution of this Agreement, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. Final

payment requests shall be submitted to the Department's District T/LPA Coordinator within thirty (30) calendar days of physical completion of the project and prior to the termination date identified within Section 20.

#### 4. Public Entity Shall:

- a. Act in the capacity of the lead agency for the Project.
- b. Use the Project Control Number in all correspondence and submittals to the Department.
- c. Provide notice to the Department's **North** Region T/LPA Coordinator of the bid tabs and the lowest responsive bidder.
- d. Pay all costs, perform all labor and supply all material for the Project, or procure construction services to perform all labor and supply all materials for the Project.
- e. Identify a Project Manager who shall be the single point of contact for all communications to and from the Department.
- f. Provide the written authorization received from the Department's North Region T/LPA Coordinator to the District T/LPA Coordinator prior to advertising the Project for bids or performing work with the Public Entity's personnel, equipment, and /or resources.
- g. Advertise, let, and supervise the construction of Project Control No. S100390 using applicable federal, state or local requirements or procure services to accomplish these tasks.
- h. Ensure and maintain proof of compliance with 23 CFR Section 635.410 and ensure construction materials, including those associated with utility facilities and relocations, to be in accordance with "Buy America" requirements which require proof of origin and place of manufacture of iron and steel products and materials to be made in America. Additionally, ensure that this provision is included in all advertisement, construction and supply contracts at all tiers associated with the Project.
- i. Ensure construction of the Project complies with Title II of the Americans with Disabilities Act of 1990 (ADA), implemented by 28 CFR 35, Section 504 of the 1973 Rehabilitation Act, implemented by 49 CFR 27, NMDOT Pedestrian Access Details, and NMSA 1978 Sections 67-3-62 and 67-3-64. Additionally, ensure that this provision is included in all advertisement, construction and supply contracts at all tiers associated with the Project.
- j. If the Project will be built with Public Entity resources, prepare a detailed report of equipment and labor, including a project schedule, for submission to the Department's District T/LPA Coordinator. If Public Entity is not building the Project with Public Entity resources a detailed report is not required.
- k. The Public Entity shall ensure that the contractor and all subcontractors register and enter all required data into B2Gnow and LCPtracker programs. Assistance can be obtained in this effort by contacting the Office of Equal Opportunity Programs ("OEOP") as identified in Section 11. The Public Entity shall verify all entries by the contractor and all subcontractors into the B2Gnow and LCPtracker programs. Failure by the Public Entity to adhere to this reporting provision may result in the Project being deemed ineligible for reimbursement.
- l. Ensure construction activities comply with approved design, environmental commitments, right of way activities, utility coordination, and construction management and testing.
  1. Construction management, testing and inspection services may be eligible for reimbursement if the underlying procurement is consistent with federal aid funding and state procurement laws and regulations.

2. The Public Entity's award of contracts for construction management testing or inspection services shall be independent and shall not be procured through the construction contractor.
- m. Develop and execute the Project in accordance with the Department's current Specifications, Tribal/Local Public Agency Handbook, and the Construction Procedures Handbook for Federal Aid Local Government Lead Projects.
- n. Comply with **Appendix A**, "Construction Phase Duties and Obligations," which is hereby incorporated in this Agreement, for construction projects.
- o. Timely submit and receive all required environmental documentation and authorization for the construction phase to the Project. Copies of all approvals shall be provided to the District T/LPA Coordinator prior to construction.
- p. Shall register with [www.sam.gov](http://www.sam.gov) and DUNS and provide such information to the Department as well as the total compensation and names of the Public Entity 2015's top five executives to comply with the Federal Funding Accountability and Transparency Act of 2006.
- q. If the Public Entity has received a combined \$750k in Federal Funding, which under OMB Super Circular Section 200.501 requires the Public Entity to have a single audit performed, the Public Entity must provide the Department a copy of the most recent completed audit report before the start of work.

**5. The Department Shall:**

- a. Assign the District T/LPA Coordinator as the representative to provide technical assistance to develop, monitor and oversee progress under this Agreement.
- b. Assign a T/LPA Construction Liaison Engineer to oversee the Project for Federal funding compliance.
- c. Timely process accepted requests for reimbursement.

**6. Both Parties Agree:**

Upon termination of this Agreement, the Public Entity shall account for any remaining property, materials or equipment that belongs to the Department, and dispose of it as directed by the Department.

**7. Project Responsibility:**

The Public Entity is solely responsible for ensuring that the Project is carried out to completion. The improvements and services required under this Agreement shall remain the full responsibility of the Public Entity unless stated otherwise in this agreement.

**8. Public Entity Sole Jurisdiction:**

Unless otherwise specified in this agreement the Department is not incorporating this Project into the State Highway System and ownership of the project shall remain with the Public Entity.

**9. Legal Compliance:**

The Public Entity shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23

U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996 (P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; Disadvantaged Business Enterprise Program, 49 CFR Part 26; External Equal Opportunity/Contractor Compliance Program, including On-the-Job training requirements, 23 CFR Part 230; the Americans with Disabilities Act, 42 §§ 12101-12213 and 28 CFR Parts 35 and 36; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252; 2 CFR Part 170; and 2 CFR Part 25.

Additionally, the Public Entity shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The Public Entity shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

#### **10. Federal Grant Reporting Requirements:**

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on [www.USASpending.gov](http://www.USASpending.gov). For this reporting Public Entity is the “subgrantee”.

The type of information the Department is required to report includes:

- a. Name of subgrantee receiving the award;
- b. Amount of award;
- c. Funding Agency;
- d. NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants;
- e. Program source;
- f. Award title descriptive of the purpose of the funding action;
- g. Location of the subgrantee, which includes the Congressional District;
- h. Place of performance of the program or activity, which includes the Congressional District;
- i. Unique identifier – DUNS -- of the subgrantee and its parent organization, if one exists; and,
- j. Total compensation and names of the top five executives of the subgrantee. This information is required, if the subgrantee in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Public Entity’s grant application and standard reports. As specified in Section 4, Paragraph r, the subgrantee will be required to provide the total compensation and names of the subgrantee’s top five executives, if applicable, and shall register with [www.sam.gov](http://www.sam.gov) and DUNS and provide that information to the Department.

More information on the Transparency Act may be located via the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and, <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

**11. Disadvantaged Business Enterprise (DBE) Program:**

- a. DBE Goal Setting – In accordance with 49 CFR Part 26, The Department establishes an overall state DBE goal tri-annually. In the event the Department assigns a project specific DBE goal, the Public Entity is required to meet that goal through its contractors or demonstrate good faith efforts. The Public Entity shall ensure that DBE provisions and goals are included in its invitations to bid and resulting contracts. DBE payment and utilization information shall be tracked through the B2Gnow software.
- b. Record Keeping Responsibilities – The Public Entity shall appoint a DBE liaison officer and assure that its officer completes and submits required Program forms and information to the Department’s Office of Equal Opportunity Programs (OEOP). The OEOP can be contacted as follows:

New Mexico Department of Transportation  
OEOP  
Aspen Plaza, Suite 201  
1596 Pacheco Street  
Santa Fe, New Mexico 87505  
Phone: 1-800-544-0936 or 505-827-1774  
Fax: 505-827-1779

- c. Sanctions – Compliance with the DBE provisions is mandatory. Failure to comply will be treated as a violation of this Agreement. Furthermore, if the Public Entity fails to comply with the DBE provisions, the Department may impose sanctions as provided in 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).
- d. Required Contract Assurance: Each contract Department signs with the Public Entity Contractor and each subcontract the Public Entity Contractor signs with a contractor or subcontractor must include the following assurance: “The contractor, sub-recipient or subcontractor 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 26 in the award and administration of USDOT-assisted contracts”. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the NMDOT deems appropriate.
- e. Provision of DBE Program Information: The Public Entity contractor shall provide any DBE related information or data to the District’s T/LPA Coordinator or the Department’s Office of Equal Opportunity Programs, including but not limited to lists of quoters and DBE monthly participation forms, as required or upon request.

## 12. Title VI Program Obligations:

- a. Public Entity Assurances - Each contract the Public Entity enters into with a construction contractor, design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (USDOT), and any subcontract thereto, shall include the assurances contained in **Appendix C**.
- b. The Public Entity shall sign and submit the attached **Appendix C (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances)** to the Department's Office of Equal Opportunity Programs as identified within the Appendix. By signing **Appendix C**, assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Public Entity.
- c. The Public Entity shall require recipients to sign and submit the attached **Appendix C (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances)** to the Department's Office of Equal Opportunity Programs as identified within the Appendix for each contract the Public Entity enters into with a construction contractor, design consultant, other consultant or recipient on a USDOT-assisted project, and any subcontract thereto.

## 13. Third Party Beneficiary:

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary nor authorizes anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

The Department will not be a party to any claim between Public Entity and their designated contractor or subcontractor at any tier.

## 14. New Mexico Tort Claims Act:

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the Public Entity arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, et seq.

## 15. Office of Inspector General Reviews:

The Public Entity shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project.

- a. Inspector General Reviews. Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned.
- b. Access of Offices of Inspector General to Certain Records and Employees. With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 5 U.S.C. App. §§ 3 or 8G, is authorized to examine any records of the contractor or grantee, any of its

subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.

1. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract.
  2. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or local government agency administering the contract, regarding such transactions.
  3. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- c. New Mexico Department of Transportation/Office of Inspector General. As specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), dated June 2006, has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: Office of Inspector General, 23 U.S.C. §302 (the capability to carry out the duties required by law); 23 U.S.C. §112 (contracting for engineering and design services); the review of Federal-aid construction contracts references; 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 (letting of contracts); 23 U.S.C. § 113 (prevailing rate of wage); 23 U.S.C. § 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval); the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

## **16. Access to Records, Accountability of Receipts and Disbursements:**

There shall be strict accountability for all receipts and disbursements. The Public Entity shall maintain all records and documents relative to the Project for five years after completion. Project files should be kept in accordance with the Department's "Office Procedures Manual" current edition. The Public Entity shall furnish the Department, State Auditor, or appropriate Federal Auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty (30) days of written notification.

## **17. Appropriation**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure by the Department. The

Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

**18. Scope of this Agreement:**

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**19. Severability:**

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**20. Term:**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **September 30, 2017**. Neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

**21. Termination:**

This Agreement shall terminate on **September 30, 2017**. Neither party shall have any obligation after said date unless otherwise provided in this agreement.

- a. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the Public Entity and a contractor.
- b. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past three (3) months.
- c. If the Department determines a project to be inactive, the Department may, as directed by FHWA, redirect the unexpended balance pursuant to 23 CFR Part 630.106.
- d. The Department may, at its option, terminate this Agreement if the Public Entity fails to comply with any provision of this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

**22. Principal Contacts and Notices:**

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

**North Region T/LPA Coordinator**

Lawrence Lopez  
North Region Design T/LPA Coordinator  
New Mexico Department of Transportation  
P.O. Box 1149, Room 203

Santa Fe, NM 87504  
Office: 505-827-9734  
E-mail: Lawrence.lopez@state.nm.us

**District T/LPA Coordinator**

David Quintana, P.E.  
TSE  
New Mexico Department of Transportation  
P.O. Box 4127  
Santa Fe, NM 87502  
Office: 1-800-388-6630

**Public Entity**

John Romero  
Project Engineer  
City of Santa Fe  
P.O. Box 909  
Santa Fe, New Mexico 87504  
Office: 505-955-6612  
E-mail: jjromero1@ci.santa-fe.nm.us

**23. Amendment**

This Agreement shall not be altered, modified, supplemented, or amended except by an instrument in writing and executed by the Parties.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: Ch  
Cabinet Secretary or Designee

Date: 9/24/15

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

By: Cynthia A. Christ  
Assistant General Counsel

Date: 6-5-15

**CITY OF SANTA FE**

By: John M. Galt  
Mayor

Date: 7/31/15

**ATTEST**

By: Yocanda G. Nigro  
CITY OF SANTA FE Clerk  
cc mtg. 7/29/15

Date: 7-31-15

**APPROVED AS TO FORM BY THE CITY OF SANTA FE ATTORNEY**

By: MDM  
CITY OF SANTA FE Attorney

Date: 8/11/15

## APPENDIX A

### Construction Phase Duties and Obligations

1. The Public Entity shall be responsible for all construction engineering; including project supervision, surveying, inspection, and testing. The Public Entity shall comply with the current edition of the Department's Specifications, Construction Procedures Handbook for Federal-Aid Local Government Projects, the New Mexico Transportation Departments Office Procedures Manual, and the Department's Tribal/Local Public Agency Handbook.
2. Mix designs, price reduction guidelines, daily production, and test reports shall be pursuant to the Department's or the Public Entity's established procedures as approved by the Department, depending on the governing specifications. The American Standard Testing Method equivalents of the American Association of State Highway and Transportation Officials test methods are acceptable. Technician and Training Certification Program (TTCP) procedures are acceptable.
3. The Department's Minimum Acceptance Testing requirements, as identified in the Department's Construction Procedures Handbook for Federal Aid Local Government Projects shall be adhered to.
  - a. The Public Entity's lab personnel or consultant may perform project acceptance testing of materials in accordance with the Public Entity's procedures and requirements, if approved by the Department. All test reports shall be available for review by the Department and FHWA (if applicable).
  - b. Independent assurance testing is required and is the sole responsibility of the Public Entity and shall be done by an independent lab not responsible for acceptance testing. Periodic independent assurance testing may be conducted by the Department's District personnel to ensure material and construction compliance.
  - c. The Department maintains a listing of pre-approved independent testing assurance labs, which may be used by the Public Entity or the Public Entity's consultant for independent assurance testing, aggregate source acceptance, and concrete mix designs, relative to equipment and procedures used by the Public Entity and/or their consultant.
  - d. The Public Entity's Engineer or the Public Entity's consultant shall certify that all materials incorporated into the project meet or exceed the specification requirements. The Minimum Acceptance Requirements are available on the Department's external website.
  - e. All personnel doing sampling and testing for Acceptance/Independent Assurance on federally funded projects shall have current certifications by the Technical Training and Certificate Program.
4. The Public Entity Engineer or Public Entity consultant shall certify with each reimbursement request that the Certificates of Compliance are on file with the Public Entity Engineer's Office and Public Entity consultant's office, for products and materials incorporated into the Project and for the quantities shown on the progress payment estimate. The Department may periodically conduct an audit of the Certificates of Compliance pursuant to Section 106.4 of the Department's Standard Specifications. Department personnel may occasionally check the Public Entity's procedures for handling of all Certificates of Compliance.
5. The Public Entity Engineer or Public Entity consultant shall certify with each reimbursement request that the items shown on the estimate have been completed and accepted in accordance with the contract requirements.
6. The Department may periodically audit the Public Entity's source documents for each project. The Department's established guidelines shall be used to prepare the Source Document Books.

## APPENDIX A

Department or FHWA (if applicable) personnel may periodically review the Public Entity's procedures for documentation.

7. Change Orders:
  - a. Changes to conform to the field conditions may be warranted; however, these changes shall be discussed with and approved by the Department prior to implementation, in accordance with the Department's Change Order Procedures. The change order shall be submitted soon thereafter to the Project Manager. All decreases/increases shall be documented on factor sheets, which may be obtained from the Department and attached to the change order. No payment shall be made for additional quantities until the Department approves the change orders.
  - b. "Extra Work" for which there is no unit bid price shall be negotiated and the price shall be supported by a cost breakdown, the Department's average unit bid price, or the Public Entity's average unit price list on comparable projects. "Extra Work" shall not be performed unless approved by the Department and approved by FHWA, if participation is requested. If, "Extra Work" cannot be negotiated by the preceding manner, then the contractor may be required to do similar work on a "Force Account" basis as per the Department's specifications.
  - c. Change orders for non-participating work shall be submitted to the Department for review and approval. If the work impacts the scope of work, contract time in excess of pro-rated time, and/or additional contracted funds, it shall require Department approval.
8. The Public Entity shall identify a Project Manager to the Department as the single point of contact for all communications to and from the Department and shall be in charge of the Project.
9. The Public Entity's Project Manager shall keep the Department's District T/LPA Coordinator routinely apprised of the Project's progress and important issues concerning the Project, and send copies of all pertinent correspondence on a monthly basis.



## APPENDIX C

### Title VI Nondiscrimination Assurances For FHWA Recipients

The \_\_\_\_\_ (Title of Recipient) (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation (the Federal Highway Administration), it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures (hereinafter referred to as the Regulations) and other pertinent nondiscrimination authorities and directives, to the end that in accordance with the Act, Regulations, and other pertinent nondiscrimination authorities and directives, no person in the United States shall, on the grounds of race color, or national origin, sex (23 USC 324), age (42 USC 6101), disability/handicap (29 USC 790) and low income (Executive Order 12898) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Title 49 Code of Federal Regulations, subsection 21.7(a)(1) and Title 23 Code of Federal Regulations, section 200.9(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its (Name of Appropriate Program):

1. That the Recipient agrees that each "program" and each "facility as defined in 49 CFR subsections 21.23(c) and (b) and 23 CFR 200.5(k) and (g) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all (Name of Appropriate Program) and, in adapted form in all proposals for negotiated agreements:

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations. Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally - assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and low income in consideration for an award.

## APPENDIX C

3. That the Recipient shall insert the clauses of Appendix C of this assurance in every contract subject to the Acts and the Regulations.
4. That the Recipient shall insert the clauses of Appendix C of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under (Name of Appropriate Program); and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under (Name of Appropriate Program).
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the (Name of Appropriate Program) and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the (Name of Appropriate Program).

**APPENDIX C**

The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Date: \_\_\_\_\_ Project Control Number: S100390

Recipient Name: City of Santa Fe

Signature of Authorized Official: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

This Appendix should be signed and mailed to the following:

New Mexico Department of Transportation  
OEOP  
Aspen Plaza, Suite 201  
1596 Pacheco Street  
Santa Fe, New Mexico 87505  
Phone: 1-800-544-0936 or 505-827-1774  
Fax: 505-827-1779

## APPENDIX C

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

## APPENDIX C

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### **(GRANTING CLAUSE)**

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the (Name of Recipient) will accept title to the lands and maintain the project constructed thereon, in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Name of Appropriate Program) and the policies and procedures prescribed by FHWA, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Name of Recipient) all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "\_\_\_" attached hereto and made a part hereof.

### **(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto (Name of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the (Name of Recipient), its successors and assigns.

The (Name of Recipient), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, sex, age, and disability/handicap, and low income be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [and]\* (2) that the (Name of Recipient) shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C

Procedures, and as said Regulations may be amended and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction. \*

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the (Name of Recipient) pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21. Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deed.]\*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (Name of Recipient) and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by (Name of Recipient) pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin sex, age,

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C

disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin sex, age, disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or be otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (Name of Recipient) and its assigns.

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

**APPENDIX D**

**CERTIFICATION OF COOPERATIVE AGREEMENT – CONSTRUCTION WORK  
COMPLIANCE/COMPLETION**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of  
\_\_\_\_\_ do hereby certify as follows:

That the City has complied with all the terms and conditions in the Agreement for  
Control Number: S100390

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor or designee

When completed, please send Certification to:

David Quintana, P.E., TSE  
New Mexico Department of Transportation  
District 5  
P.O. Box 4127  
Santa Fe, NM 87502

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 Louis Berger Group (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. The Contractor shall provide additional design services for the City with regard to CN: S100390, Acequia Trail Underpass (the "Project"), in conjunction with EXHIBIT "A", attached hereto and made a part thereof.

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 fifty thousand dollars (\$50,000.00), exclusive of applicable gross receipts taxes in total for the term of this agreement.

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 and in accordance with the Unit Rate

Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. 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 two (2) years hence from the date of signature, unless terminated sooner pursuant to Article 6 below. The term and effective date is amendable by the mutual agreement of both parties pursuant to Article 18 below but not to exceed four (4) years.

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 contract.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of

services required under this

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within 10 days 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

Contractor:

Roadway & Trails Engineering Division  
Attn: Leroy N. Pacheco, PE  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

The Louis Berger Group, Inc.  
Attn: Mr. Rich Rotto, PE  
2019 Galisteo Street, Unit M-1  
Santa Fe, New Mexico 87505

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work

Exhibit B – Unit Rate Schedule

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

CITY OF SANTA FE:

CONTRACTOR:

The Louis Berger Group

  
BRIAN K. SNYDER, CITY MANAGER

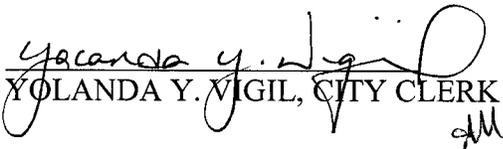
  
NAME & TITLE  
RICHARD ROTTO, MANAGER, NEW MEXICO.

DATE: 09/25/2015

DATE: 8/6/2015

NM Taxation & Revenue  
CRS # 02-237222-009  
City of Santa Fe Business  
Registration # 15-00067046

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 7/16  
KELLEY A. BRENNAN, CITY ATTORNEY

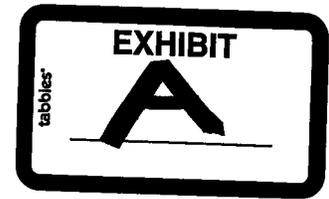
APPROVED:

[Signature] 9-25-2015  
OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

Varies  
Business Unit/Line Item



Louis Berger



July 9, 2015

Mr. Leroy Pacheco  
Roadway & Trails Engineering Division  
City of Santa Fe Public Works  
500 Market Station, Suite 200  
Santa Fe, New Mexico 87501

**RE: CN: S100390 - ACEQUIA TRAIL UNDERPASS  
PROPOSAL TO PROVIDE ADDITIONAL ENGINEERING SERVICES**

Dear Mr. Pacheco,

The Louis Berger Group, Inc. (Louis Berger) respectfully offers this proposal to provide Bidding, Negotiation and Construction Engineering Services for the above referenced project on a time and material as needed basis not to exceed \$50,000. The scope of work is limited to engineering technical support services during construction and can include technical support for the activities specified herein. Services may include, but are not limited to, the following:

1. **BIDDING & NEGOTIATION PHASE ENGINEERING SUPPORT SERVICES:** This work shall consist of the engineering support necessary to aid the City of Santa Fe during the advertisement, bidding **and** award procurement process. These duties are anticipated to include the following:
  - 1.1. Attend Pre-Bid conference
  - 1.2. Work with City of Santa Fe staff to develop addenda as appropriate to clarify, correct, change the bidding documents
  - 1.3. Attend bid opening
  - 1.4. Perform bid tabulation sheets
  - 1.5. Assist the City of Santa Fe in evaluating bid proposals
  - 1.6. Assist the City of Santa Fe in negotiation of the Contract for Construction
  
2. **CONSTRUCTION PHASE ENGINEERING SUPPORT SERVICES:** This work shall consist of the efforts necessary to provide Construction Engineering Services to the City during construction of the above referenced **project**. Louis Berger's responses will be submitted to the City of Santa Fe Project Manager, or the City's Designee, for his review and consideration and/or incorporation into the contract documents. These duties are anticipated to include the following:
  - 2.1. **Requests for Information (RFI):** Response to RFI's in like manner (i.e. commensurate with the method of request).
  
  - 2.2. **Shop Drawing and Submittal Review:** Berger will perform shop drawing and submittal review as appropriate in accordance with AASHTO guidelines for aspects of the design in which Berger was responsible.

Submittals by the contractor will be reviewed general conformance with the contractor documents and stamped with one of the following responses, as appropriate:

- No Exceptions Noted
- Make Corrections Noted
- Revise and Resubmit
- Submit Specified Item
- Rejected
- Received – Acknowledged

2.3. Field Clarifications (FC): Field clarifications of the design intent may be issued by the Engineer-of-Record.

2.4. Design Change Notifications (DCN): Notifications of a change in the design may be issued by the Engineer-of-Record. DCN's may be issued independent of or concurrent with any response to RFI, shop drawing, or submittal from the Contractor.

3. **MEETINGS AND COORDINATION:**

3.1. Participate in construction meetings at the request of the City with reasonable notification. Meeting may include the Pre-Construction Conference, specially scheduled construction meetings, and site visits upon request by the City to review the progress of work and resolve construction issues. It is understood that participation in regular weekly, bi-weekly, or monthly construction meetings is not anticipated.

3.2. General coordination with the City construction staff during construction.

4. **RECORD DRAWINGS (Electronic)**: Prepare record drawings as appropriate reflecting changes in the work as noted by the Contractor's hardcopy as-built plans. Record drawings are not anticipated at this time but may be requested by the City.

5. **GENERAL ASSUMPTIONS:**

5.1. In response to scoping discussions with the City of Santa Fe, the following assumptions were made as the basis of this proposal:

5.2. All coordination necessary to obtain regulatory agency approval(s) and/or permits relative to the construction of the project shall be conducted by City of Santa Fe or its' awarded Contractor.

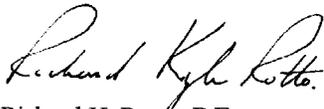
5.3. The project shall be let to construction in accordance with the engineering documents previously completed by Louis Berger. No value engineering, from what was already engineered, will be provided as a service in this contract. In the event value engineering is requested by the City of Santa Fe, Louis Berger reserves the right to amend the scope of services in collaboration with City, as applicable.

5.4. Construction phase services are solely specific to the role of the Engineer-of-Record during construction to evaluate general conformance to the original design intent. Related services,

such as those performed by the Construction Manager/Project Representative/Construction Inspection are to be administered independent of this contract, under a separate contract.

6. **BASIS OF PAYMENT:** Payment shall be based on adequate documentation for man hours actually worked and actually incurred as separately monthly billable costs, as set forth in the contracted rate schedule. Services provided will be invoiced on a time and materials basis on a not-to-exceed budget of \$50,000, excluding gross receipts tax. The budget not-to-exceed amount has been established as a placeholder and is subject to amendment. This amount will not be exceeded without prior written approval. Work will terminate when substantial completion of construction is achieved or the budget is exhausted, whichever comes first.

Submitted on behalf of,  
Louis Berger



Richard K. Rotto, P.E.  
Manager, New Mexico  
Direct: 505.395.2190  
Mobile: 505.470.4951  
[rrotto@louisberger.com](mailto:rrotto@louisberger.com)

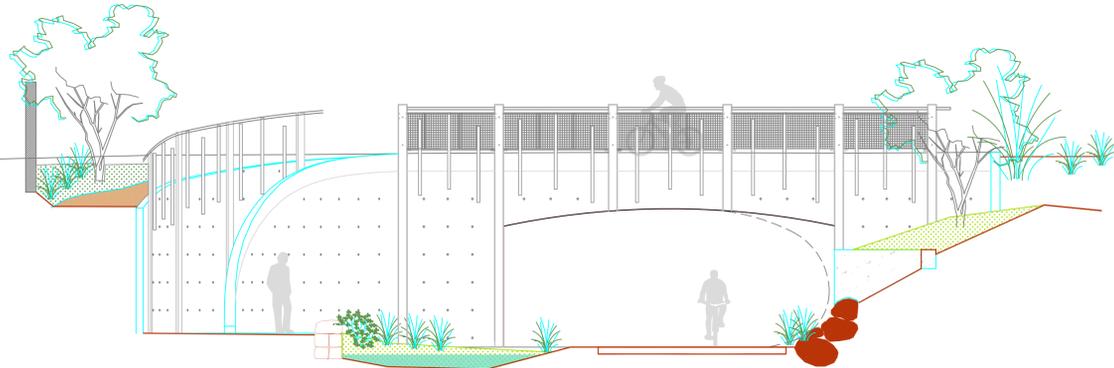
# Exhibit H



COFFEE SHOP

AUTO SHOP

ST. FRANCIS DR.



SECTION VIEW  
(LOOKING WEST)

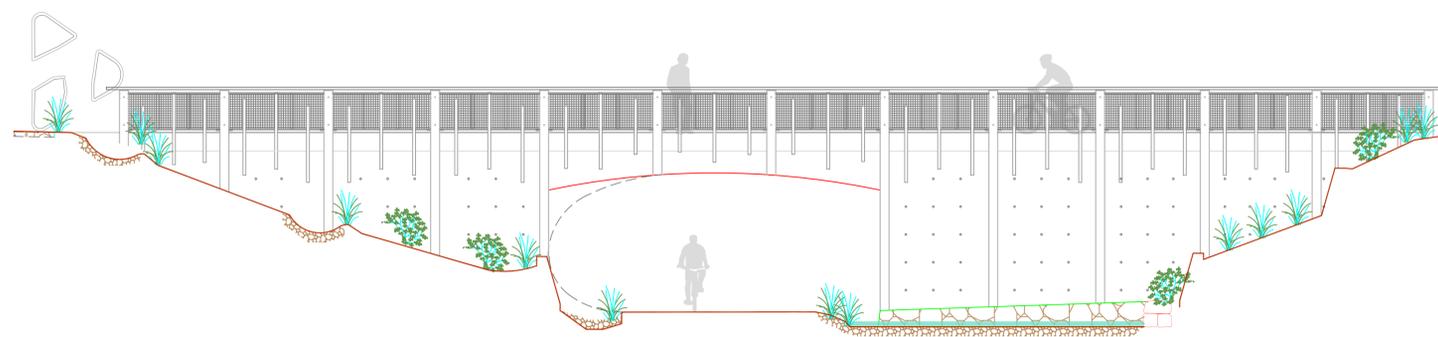


NMSD

ST. FRANCIS DR.

CERRILLOS RD

# ACEQUIA TRAIL UNDERPASS CROSSING @ ST. FRANCIS DRIVE



SECTION VIEW  
(LOOKING EAST)



Louis Berger

Serquis+Associates  
LANDSCAPE ARCHITECTURE



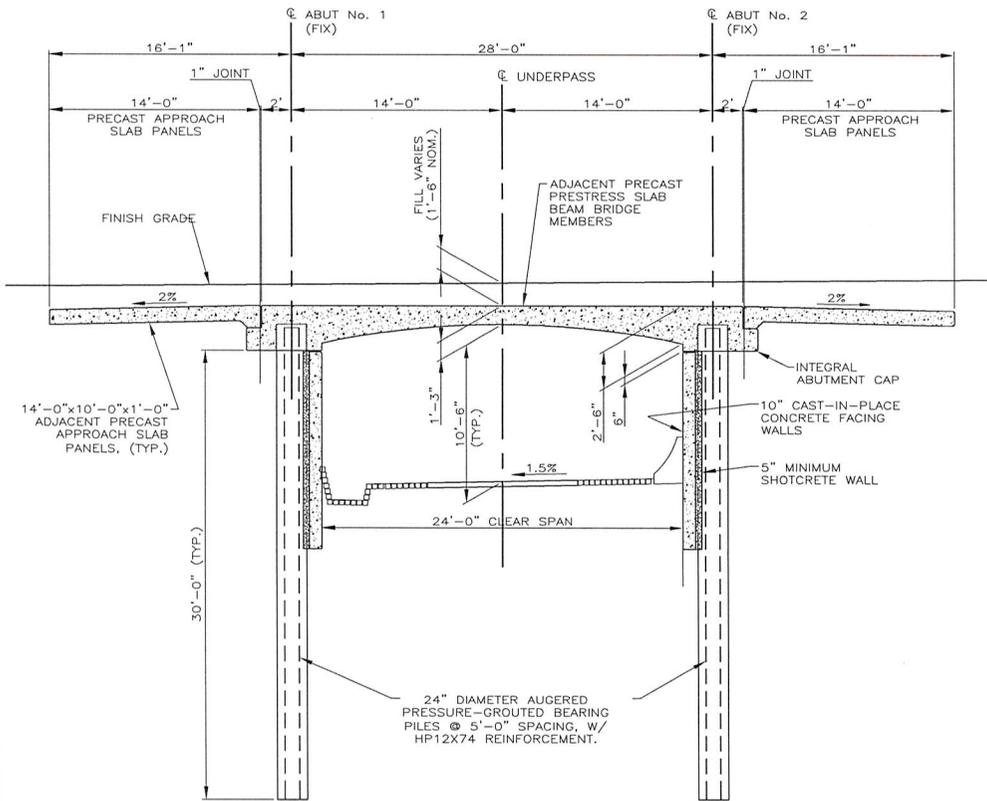
LOUIS BERGER  
2019 GALISTEO ST., SUITE M-1  
SANTA FE, NEW MEXICO

|                  |           |
|------------------|-----------|
| PROJECT NO.      | SHEET NO. |
| C.I.P. NO. 859-A | 5-2       |

### FOUNDATION NOTES

1. ALL LABOR, MATERIAL, EQUIPMENT AND PERFORMING OF ALL OPERATIONS NEEDED TO CONSTRUCT AUGERED PRESSURE-GROUTED PILES (AUGERCAST PILES) SHALL BE IN ACCORDANCE WITH THE SPECIAL PROVISION MODIFYING "SECTION 503 - AUGERED PRESSURE-GROUTED BEARING PILES", OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2014 EDITION.
2. THE FOUNDATION CONTRACTOR SHALL MEET THE PREQUALIFICATION REQUIREMENTS SPECIFIED IN SECTION 503.321 OF THE SPECIAL PROVISION MODIFYING "SECTION 503 - AUGERED PRESSURE-GROUTED BEARING PILES".
3. THE REINFORCING STEEL UNIT (HP 12X74 PILE) SHALL BE PLACED IMMEDIATELY FOLLOWING EXTRACTION OF THE AUGER AND WHILE THE GROUT IS STILL FLUID.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SUPPORT OF STEEL SHAPE REINFORCEMENT DURING FABRICATION, ERECTION AND PLACEMENT OF CONCRETE. PLANS PREPARED BY AN ENGINEER LICENSED IN THE STATE OF NEW MEXICO, SHOWING REINFORCEMENT SUPPORT METHODS OF ERECTION AND CENTERING DEVICES SHALL BE SUBMITTED TO THE PROJECT MANAGER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
5. ANY CONSTRUCTION JOINT NOT SHOWN ON THE PLANS WILL REQUIRE THE APPROVAL OF THE PROJECT MANAGER PRIOR TO CONSTRUCTION.
6. REINFORCEMENT FOR AUGERED PRESSURE-GROUTED BEARING PILES IS QUANTIFIED IN "ITEM NO. 502300 - STEEL SHAPE REINFORCEMENT" AND PAID FOR SEPARATELY FROM "ITEM NO. 503024 - AUGERED PRESSURE GROUTED PILE 24" DIAMETER". SEE SHEETS 5-6 THROUGH 5-8 FOR AUGERED PRESSURE-GROUTED BEARING PILE SHAPE REINFORCEMENT AND DETAILS.
7. THE CONTRACTOR SHALL ANTICIPATE COBBLES AND BOULDERS IN THE FOUNDATION SOILS, AND SHALL PROPOSE ADEQUATE DRILLING EQUIPMENT.

| ESTIMATED QUANTITIES |  |         |          |
|----------------------|--|---------|----------|
| ITEM NO.             | DESCRIPTION                                  | UNIT    | QUANTITY |
| 210000               | EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES | CU.YD.  | 900      |
| 413000               | PAVING FABRIC                                | SQ.YD.  | 950      |
| 501100               | PILE SPLICES                                 | EACH    | 30       |
| 501101               | PILE CUTOFF                                  | LIN.FT. | 552      |
| 502300               | STEEL SHAPE REINFORCEMENT                    | LBS.    | 194528   |
| 502600               | OBSTRUCTION REMOVAL                          | LIN.FT. | 30       |
| 503024               | AUGERED PRESSURE GROUTED BEARING PILES       | LIN.FT. | 2519     |
| 511300               | SUBSTRUCTURE CONCRETE CLASS A                | CU.YD.  | 200      |
| 518121               | PRECAST PRESTRESSED SLAB TYPE 21             | LIN.FT. | 480      |
| 518303               | PRECAST DECK PANELS 10"                      | SQ.FT.  | 3640     |
| 519001               | NON STRUCTURAL SHOTCRETE                     | SQ.YD.  | 620      |
| 532100               | PERMANENT ANTI-GRAFFITI PROTECTIVE COATING   | SQ.FT.  | 4300     |
| 540160               | EPOXY COATED REIN BARS GR 60                 | LBS.    | 28000    |
| 541000               | STRUCTURAL STEEL FOR CONCRETE BRIDGES        | LBS.    | 8912     |
| 5431XX               | METAL RAILING PEDESTRIAN (MODIFIED)          | LIN.FT. | 250      |
| 564000               | PREFORMED CLOSED CELL FOAM BRIDGE JOINT SEAL | LIN.FT. | 505      |



### UNDERPASS TRANSVERSE SECTION

(SCALE: = 1" = 8 FEET)

|     |             |      |    |
|-----|-------------|------|----|
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| NO. | DESCRIPTION | DATE | BY |

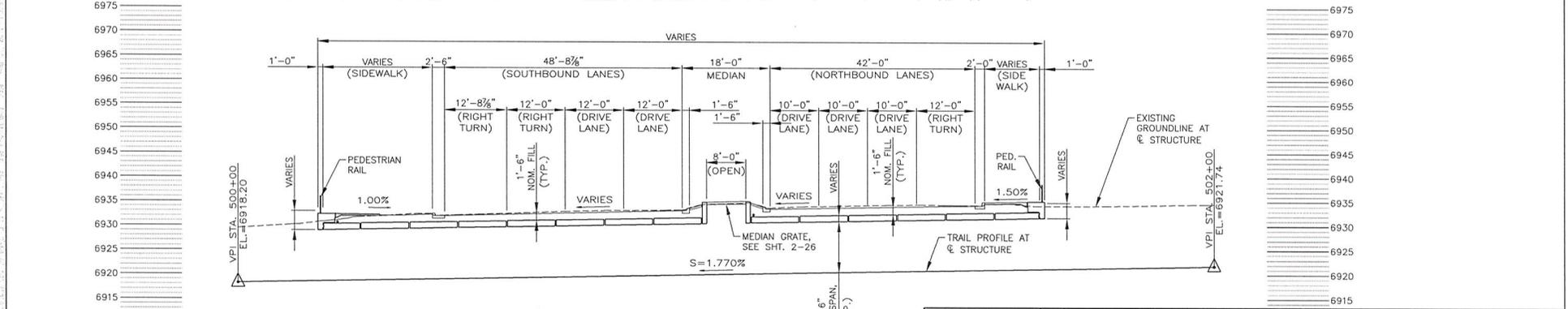
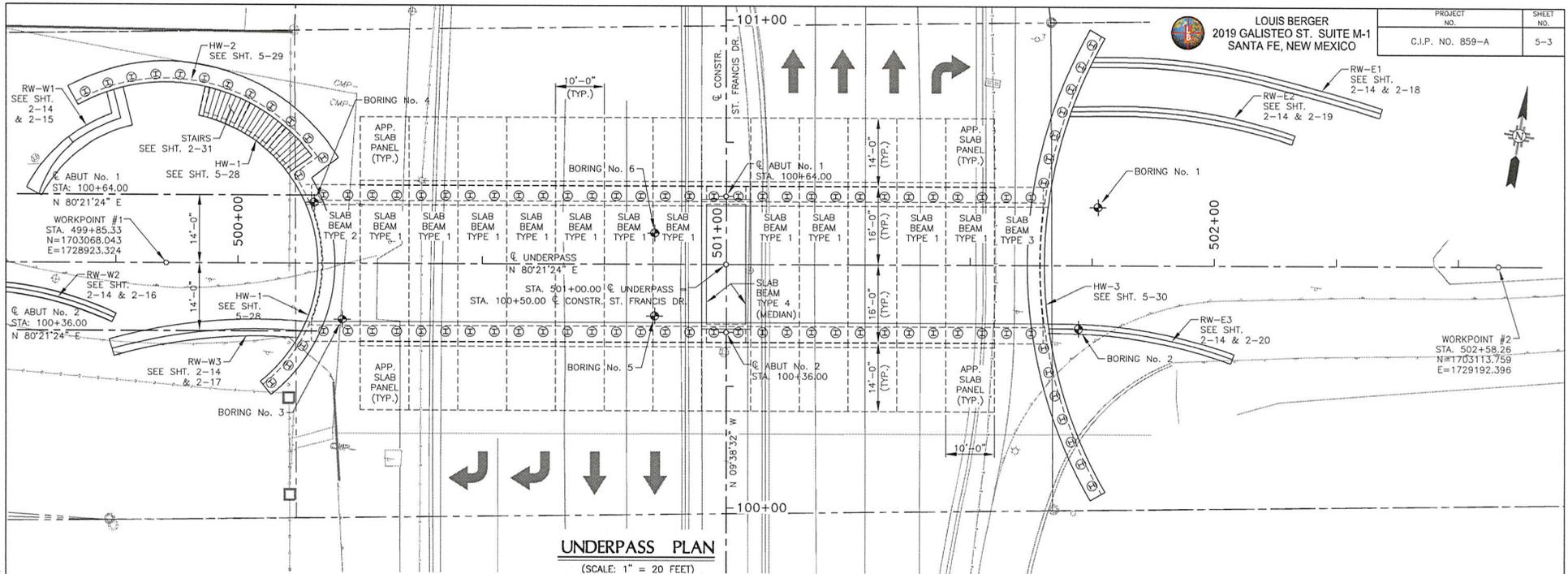
REVISIONS (OR CHANGE NOTICES)

CITY OF SANTA FE  
ACEQUIA TRAIL UNDERPASS CROSSING  
OF ST. FRANCIS DRIVE  
UNDERPASS TRANSVERSE SECTION,  
NOTES, AND QUANTITIES

DESIGNED BY: RKR      DRAWN BY: CS      CHECKED BY: XM      APPROVED BY: RKR      DATE: 08/05/2015

PROJECT NO. C.I.P. # 859-A. SHEET 5-2

CKE52001\00\_PLANS\5 Sheets\5-1 to 2\_SFPX\_GEN NOTES.dwg

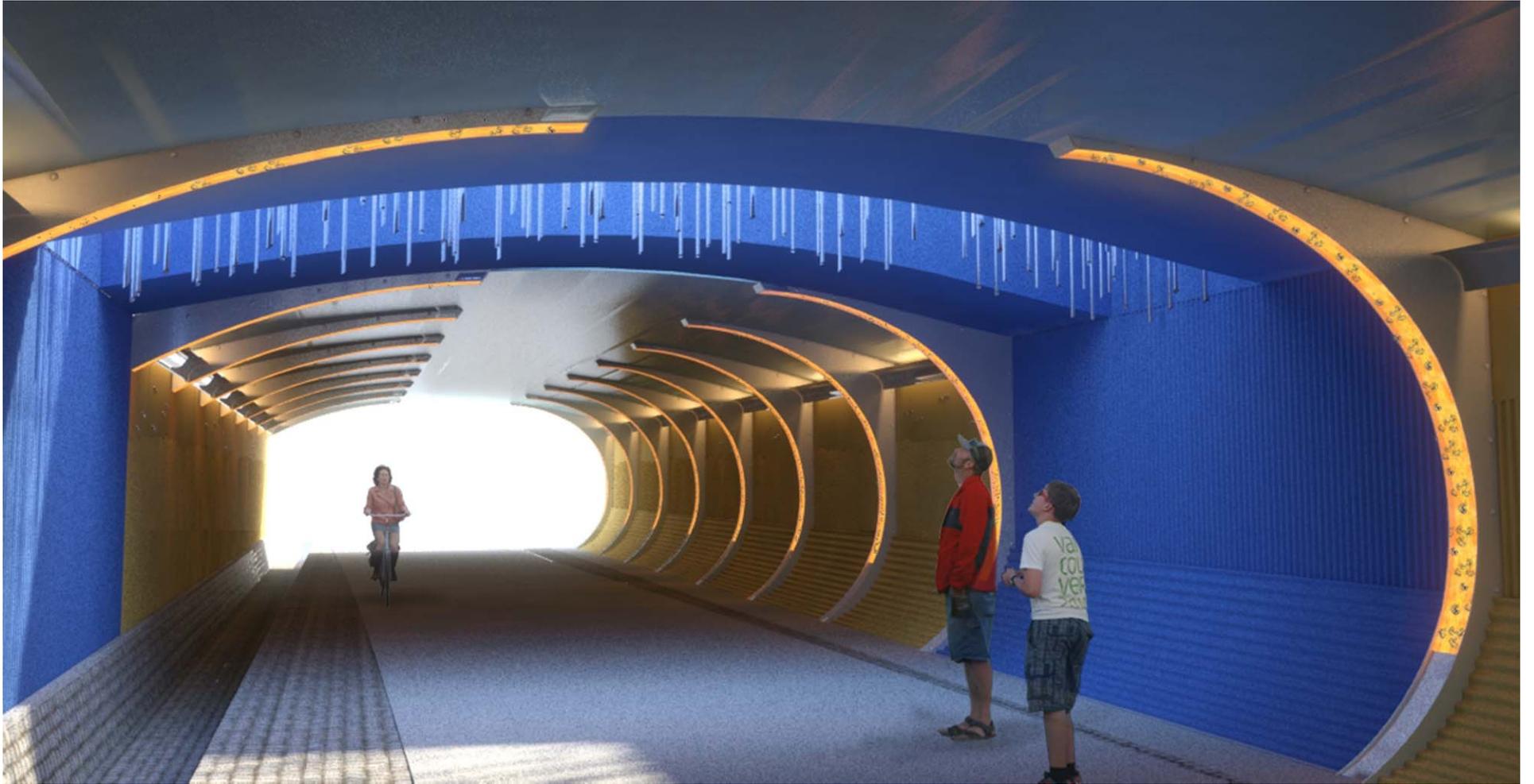


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| NO.                           | DESCRIPTION | DATE | BY |
| REVISIONS (OR CHANGE NOTICES) |             |      |    |

CITY OF SANTA FE  
ACEQUIA TRAIL UNDERPASS CROSSING  
OF ST. FRANCIS DRIVE  
UNDERPASS  
PLAN AND PROFILE

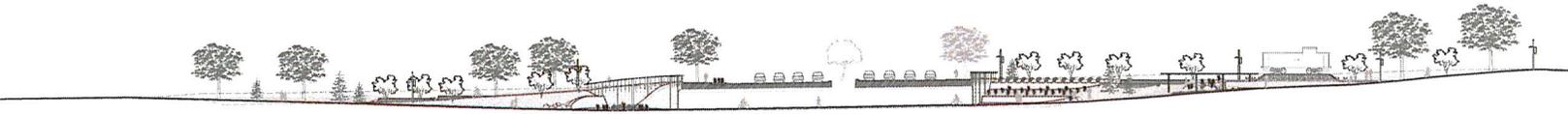
DESIGNED BY: RKR      DRAWN BY: CS      CHECKED BY: XM      APPROVED BY: RKR      DATE: 08/05/2015



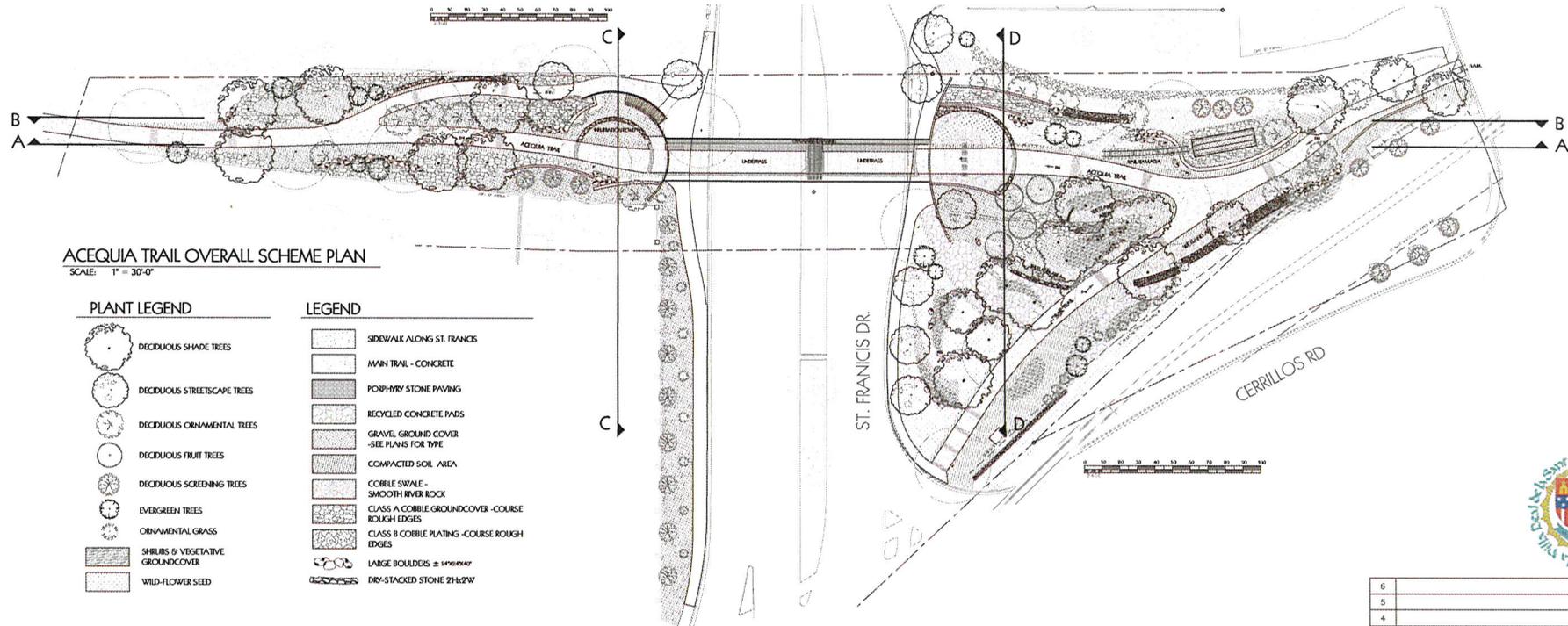




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| PROJECT NO.<br>C.I.P. NO. 859-A | SHEET NO.<br>L-01 |
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ACEQUIA TRAIL OVERALL SCHEME SECTION A-A  
SCALE: 1" = 30'-0"



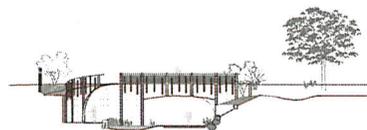
ACEQUIA TRAIL OVERALL SCHEME PLAN  
SCALE: 1" = 30'-0"

PLANT LEGEND

- DECIDUOUS SHADE TREES
- DECIDUOUS STREETSCAPE TREES
- DECIDUOUS ORNAMENTAL TREES
- DECIDUOUS FRUIT TREES
- DECIDUOUS SCREENING TREES
- EVERGREEN TREES
- ORNAMENTAL GRASS
- SHRUBS & VEGETATIVE GROUNDCOVER
- WILD-FLOWER SEED

LEGEND

- SIDEWALK ALONG ST. FRANCIS
- MAIN TRAIL - CONCRETE
- PORCHY STONE PAVING
- RECYCLED CONCRETE PADS
- GRAVEL GROUND COVER - SEE PLANS FOR TYPE
- COMPACTED SOIL AREA
- COBBLE SWALE - SMOOTH RIVER ROCK
- CLASS A COBBLE GROUNDCOVER - COURSE ROUGH EDGES
- CLASS B COBBLE PAVING - COURSE ROUGH EDGES
- LARGE BOULDERS ± 18" DIA
- DRY-STACKED STONE 24"x24"



ACEQUIA TRAIL OVERALL SCHEME SECTION C-C  
SCALE: 1" = 30'-0"

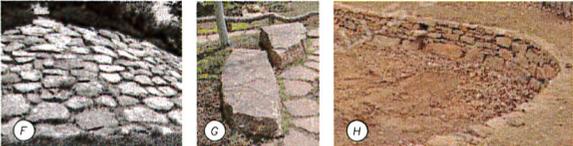
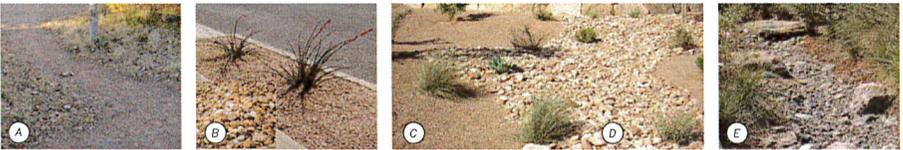


ACEQUIA TRAIL OVERALL SCHEME SECTION D-D  
SCALE: 1" = 30'-0"



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| 1   |             |      |    |
| NO. | DESCRIPTION | DATE | BY |

REVISIONS (OR CHANGE NOTICES)  
CITY OF SANTA FE  
ACEQUIA TRAIL UNDERPASS CROSSING  
OF ST. FRANCIS DRIVE  
OVERALL SCHEME



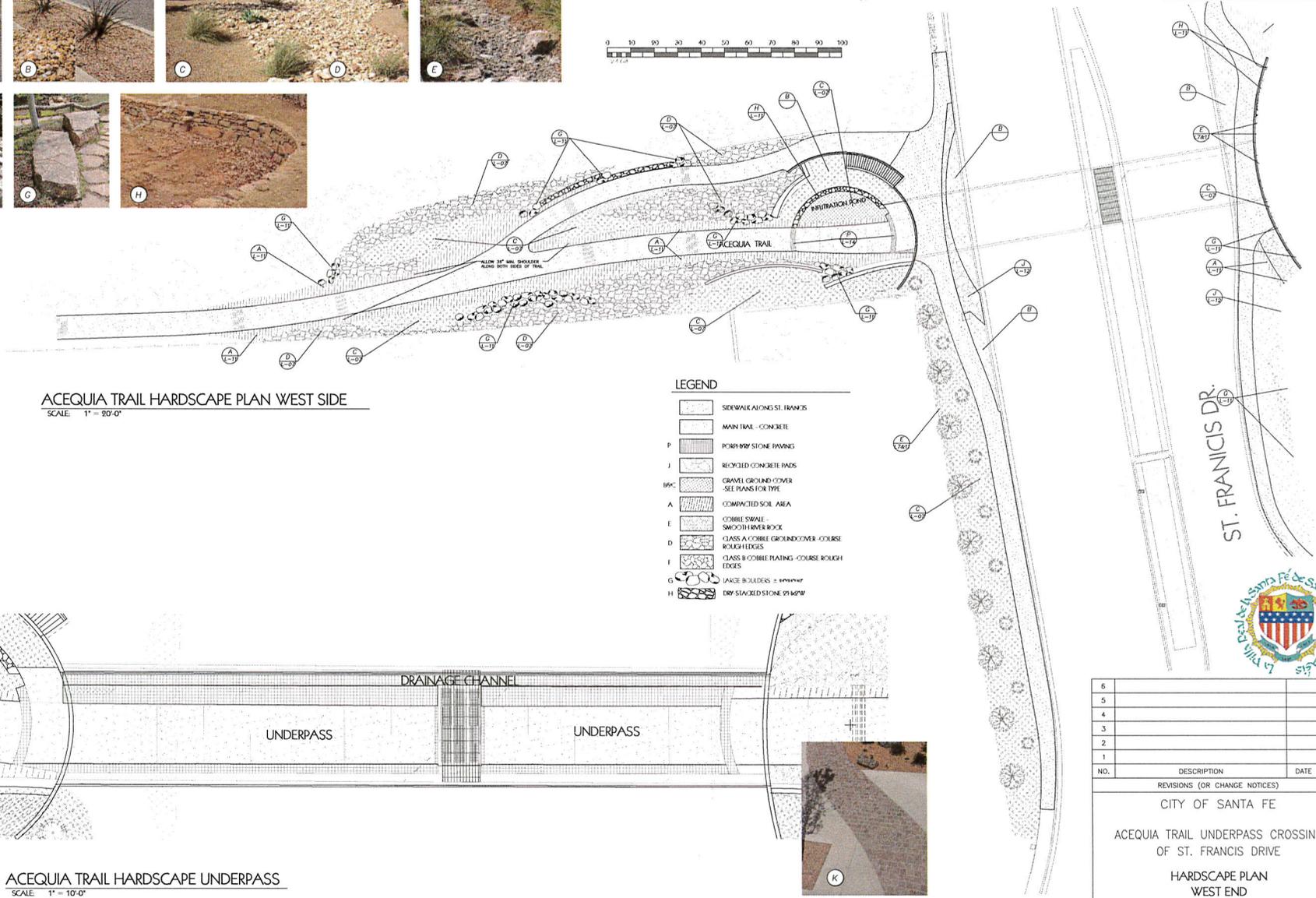
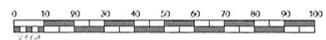
Serquis+Associates  
LANDSCAPE ARCHITECTURE

WWW.SERQUIS.COM  
505.699.1009  
volange@serquis.com



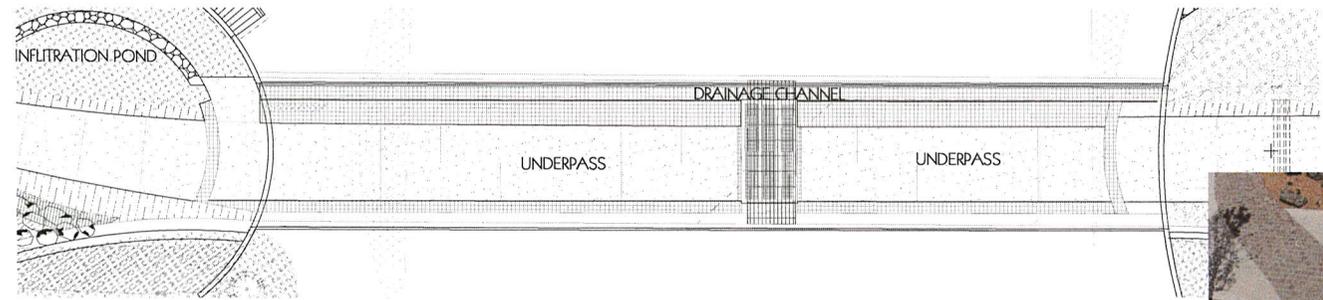
LOUIS BERGER  
2019 GALISTEO ST. SUITE M-1

|                                 |                    |
|---------------------------------|--------------------|
| PROJECT NO.<br>C.I.P. NO. 859-A | SHEET NO.<br>L-10A |
|---------------------------------|--------------------|



ACEQUIA TRAIL HARDSCAPE PLAN WEST SIDE  
SCALE: 1" = 20'-0"

- LEGEND**
- SIDEWALK ALONG ST. FRANCIS
  - MAIN TRAIL - CONCRETE
  - P POROUS STONE PAVING
  - J RECYCLED CONCRETE PADS
  - GRVL GROUND COVER - SEE PLANS FOR TYPE
  - A COMPACTED SOIL AREA
  - E COBBLE SWALE - SMOOTH RIVER ROCK
  - D CLASS A COBBLE GROUND COVER - COURSE ROUGH EDGES
  - F CLASS B COBBLE PAVING - COURSE ROUGH EDGES
  - G LARGE BOULDERS - 12" MIN
  - H DRY-STACKED STONE 9" X 6" X 4"



ACEQUIA TRAIL HARDSCAPE UNDERPASS  
SCALE: 1" = 10'-0"

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| NO. | DESCRIPTION | DATE | BY |

REVISIONS (OR CHANGE NOTICES)  
CITY OF SANTA FE  
ACEQUIA TRAIL UNDERPASS CROSSING  
OF ST. FRANCIS DRIVE  
HARDSCAPE PLAN  
WEST END



DRAWN BY: IM      CHECKED BY: SS      APPROVED BY: LBG      DATE:

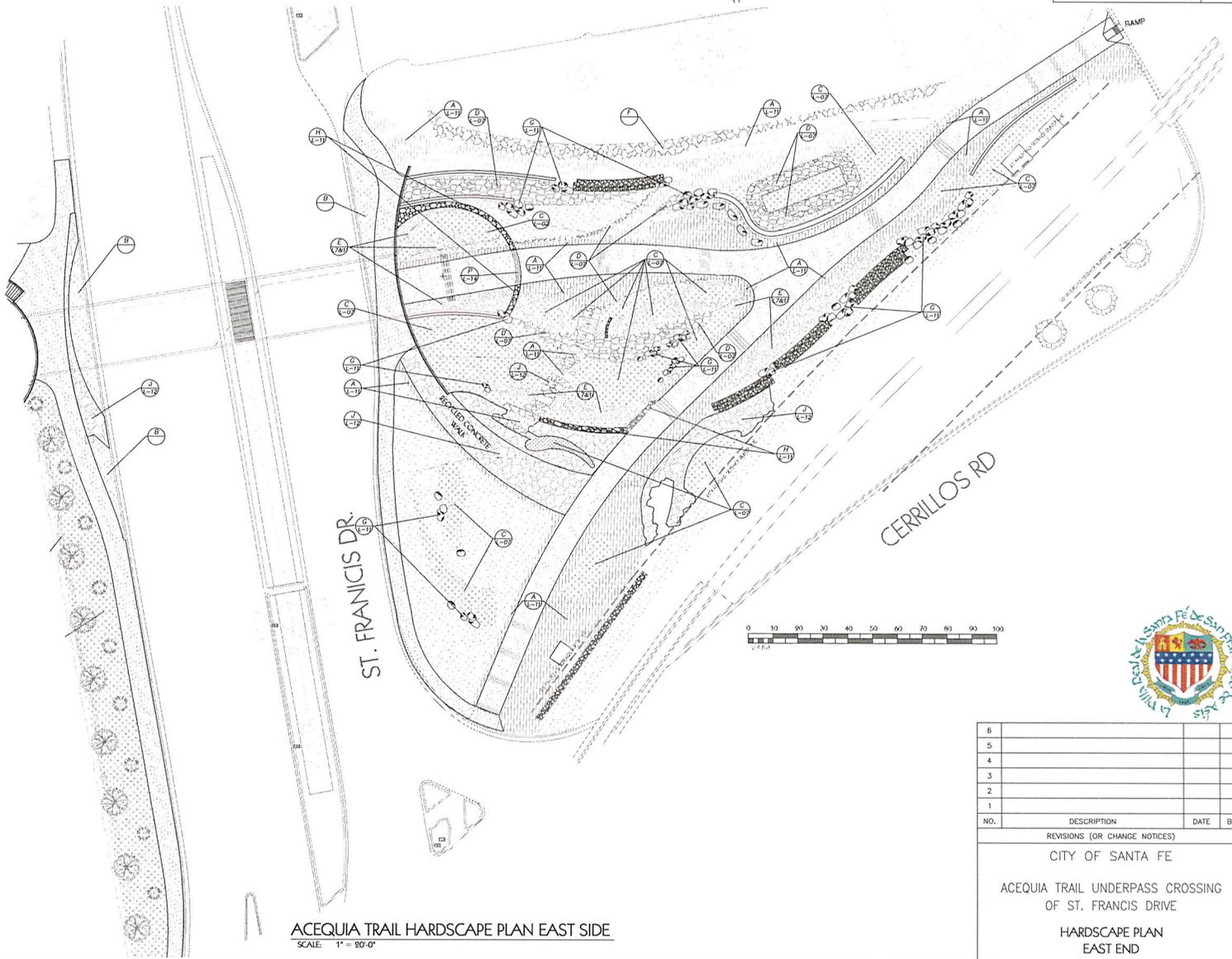
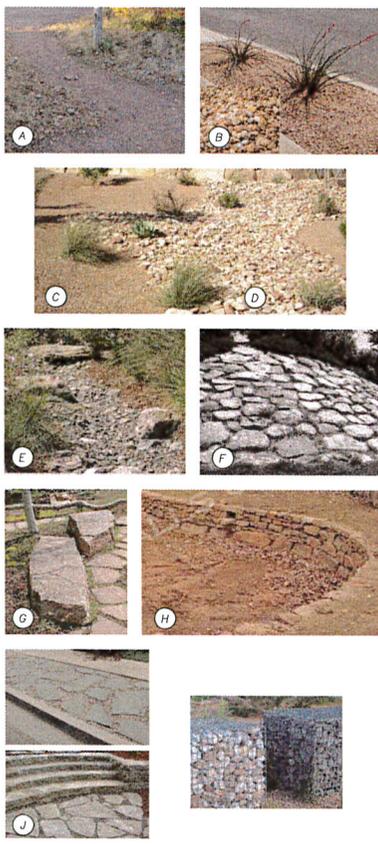
PROJECT NO. C.I.P. # 859-A      SHEET L-10A



|                  |           |
|------------------|-----------|
| PROJECT NO.      | SHEET NO. |
| C.I.P. NO. 859-A | L-10B     |

LEGEND

- [Symbol] SIDEWALK ALONG ST. FRANCIS
- [Symbol] MAIN TRAIL - CONCRETE
- P [Symbol] PORPHYRY STONE PAVING
- J [Symbol] RECYCLED CONCRETE PADS
- B5C [Symbol] GRAVEL GROUND COVER - SEE PLANS FOR TYPE
- A [Symbol] COMPACTED SOIL AREA
- E [Symbol] COBBLE WALL - SMOOTH OVER ROCK
- D [Symbol] CLASS A COBBLE GROUND COVER - COURSE ROUGH EDGES
- F [Symbol] CLASS B COBBLE PLATING - COURSE ROUGH EDGES
- G [Symbol] LARGE Boulders 3-12mm
- H [Symbol] DRY STACKED STONE 9" MAX



ACEQUIA TRAIL HARDSCAPE PLAN EAST SIDE  
SCALE: 1" = 30'-0"



| NO. | DESCRIPTION | DATE | BY |
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REVISIONS (OR CHANGE NOTICES)

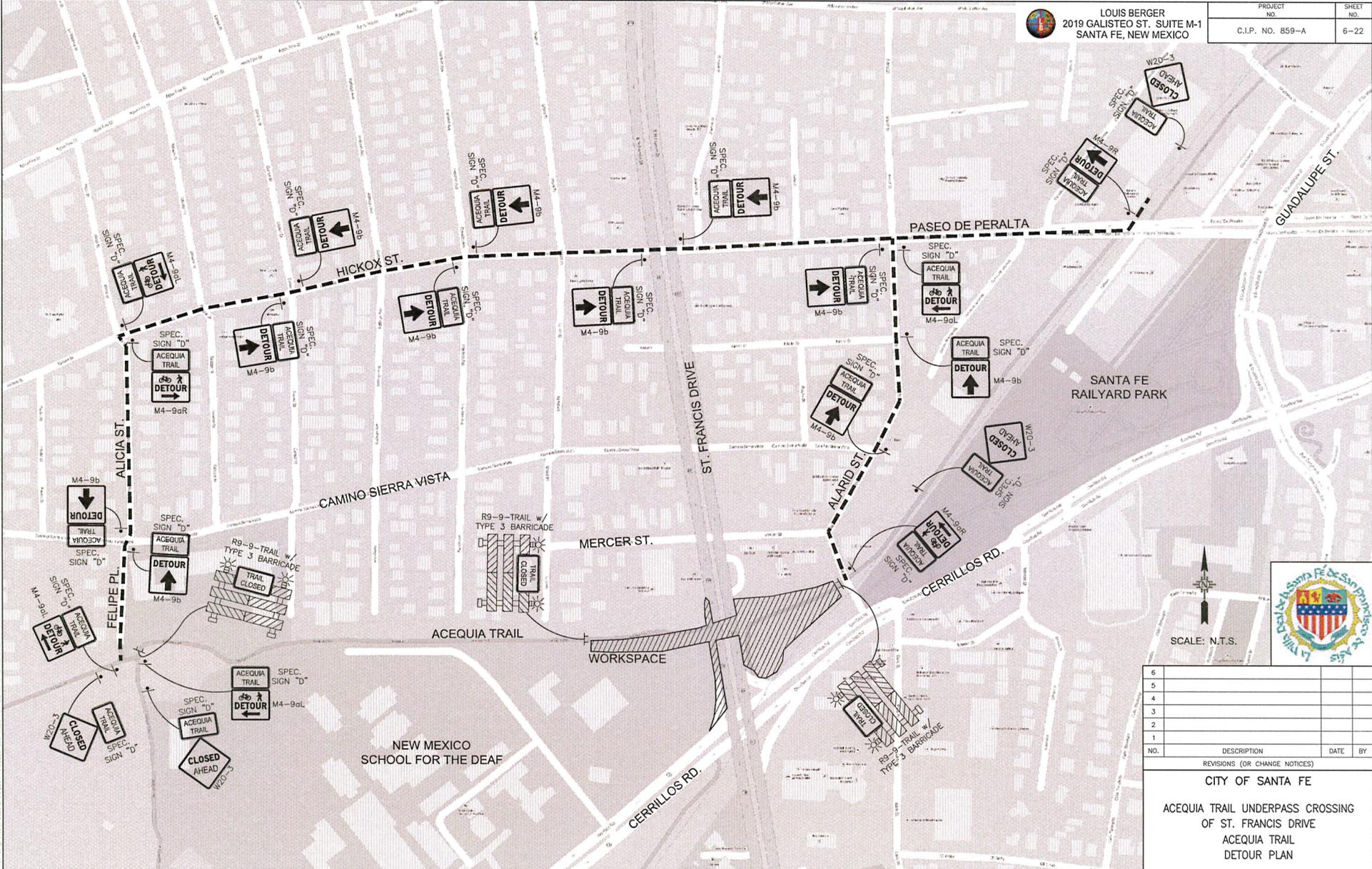
CITY OF SANTA FE

ACEQUIA TRAIL UNDERPASS CROSSING OF ST. FRANCIS DRIVE

HARDSCAPE PLAN EAST END

LOUIS BERGER  
2019 GALISTEO ST, SUITE M-1  
SANTA FE, NEW MEXICO

|                  |           |
|------------------|-----------|
| PROJECT NO.      | SHEET NO. |
| C.I.P. NO. 859-A | 6-22      |



SCALE: N.T.S.

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| 1   |             |      |    |
| NO. | DESCRIPTION | DATE | BY |

REVISIONS (OR CHANGE NOTICES)

**CITY OF SANTA FE**

ACEQUIA TRAIL UNDERPASS CROSSING  
OF ST. FRANCIS DRIVE  
ACEQUIA TRAIL  
DETOUR PLAN

DESIGNED BY: RKR    DRAWN BY: CS    CHECKED BY: XM    APPROVED BY: RKR    DATE: 08/05/2015

**NOTES:**  
 1. ALL CONSTRUCTION CENTERLINES AND EXISTING GROUNDLINE PROFILES SPECIFIED ON THE PLAN AND PROFILE SHEETS HAVE BEEN DERIVED FROM AN ELECTRONIC DIGITAL TERRAIN MODEL AND HAVE BEEN USED FOR ESTIMATING PURPOSES ONLY. CONSTRUCTION CENTERLINES AND EXISTING GROUNDLINE PROFILES SHALL BE FIELD VERIFIED, BY THE CONTRACTOR, PRIOR TO INITIATING ANY CONSTRUCTION WITHIN THE EXISTING ROADWAY PRISM. THE CONTRACTOR SHALL UTILIZE THE FIELD VERIFICATION DATA TO REESTABLISH EXISTING HORIZONTAL AND VERTICAL ALIGNMENTS THROUGHOUT THE PROJECT LIMITS. THE CONTRACTOR SHALL SUBMIT ALL MODIFICATIONS TO THE PROPOSED HORIZONTAL AND VERTICAL ALIGNMENTS TO THE PROJECT MANAGER PRIOR TO CONSTRUCTION.

LOUIS BERGER  
 2019 GALISTEO ST. SUITE M-1  
 SANTA FE, NEW MEXICO

|                  |           |
|------------------|-----------|
| PROJECT NO.      | SHEET NO. |
| C.I.P. NO. 859-A | 3-2       |

**UTILITY OWNERS:**

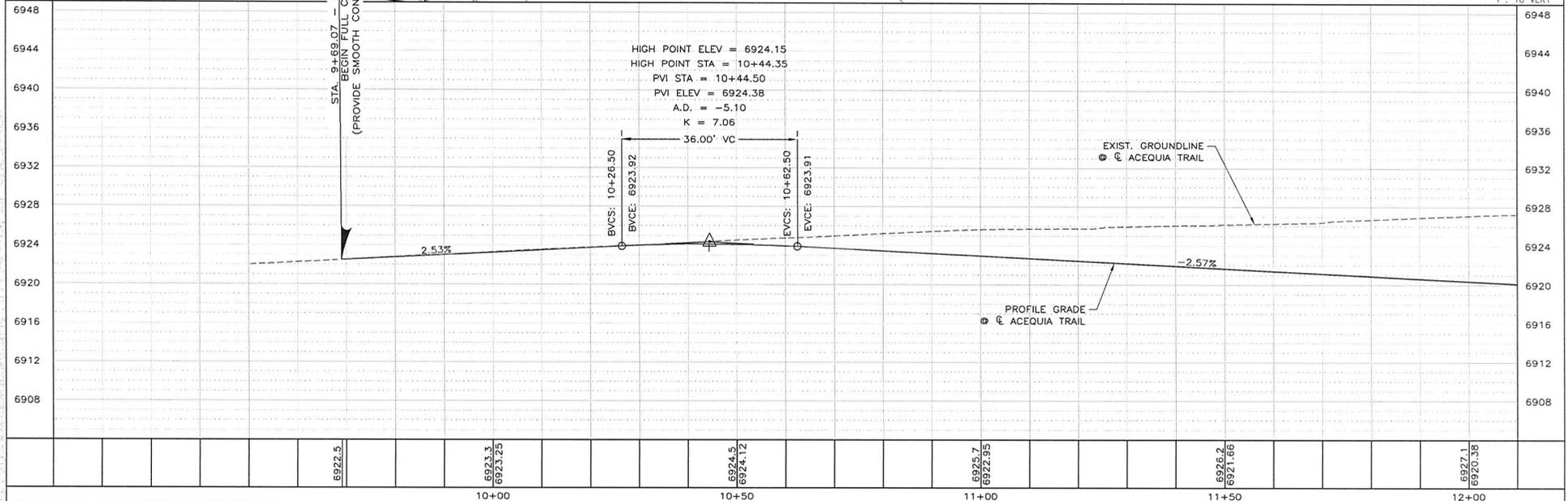
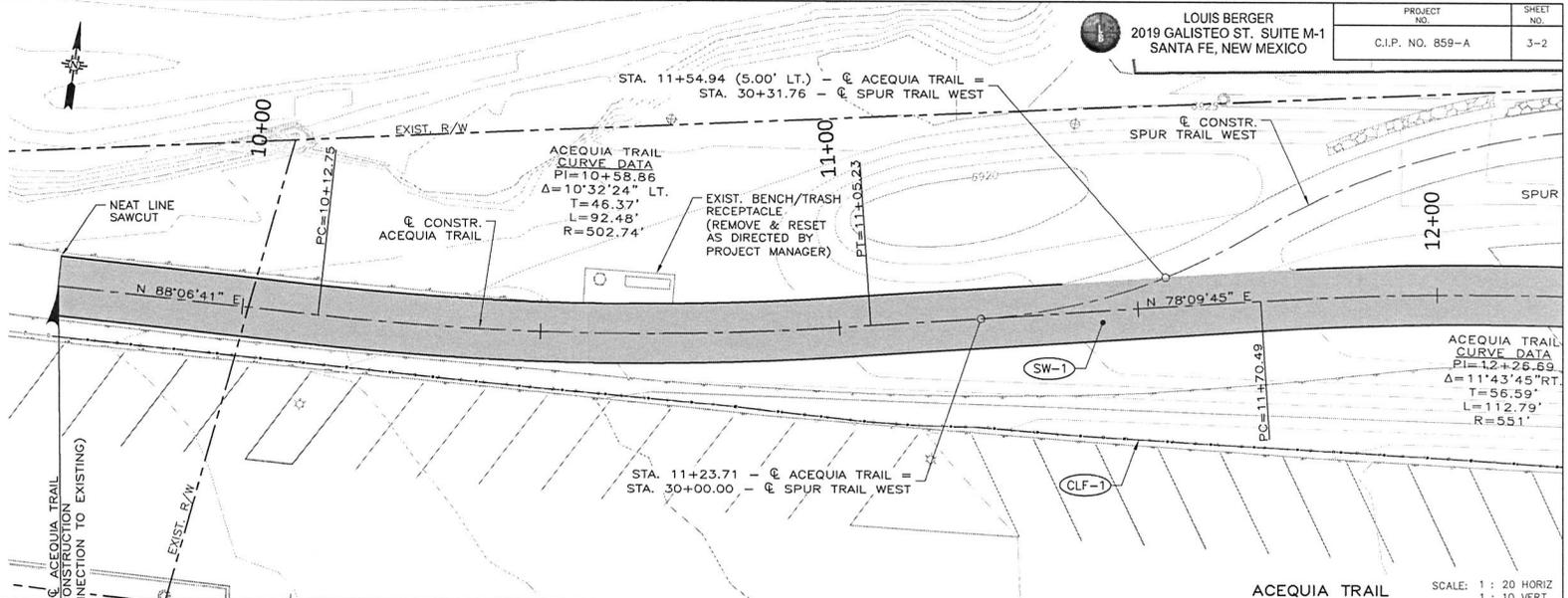
TELEPHONE  
 CENTURYLINK  
 PHONE: (505) 473-1984  
 CONTACT: GILBERT BARELA

GAS:  
 NEW MEXICO GAS COMPANY  
 PHONE: (505) 473-7202  
 CONTACT: FRANK ARAGON

FIBER OPTIC:  
 PLATEAU  
 PHONE: (575) 389-4352  
 CONTACT: JOHN SAIN

ELECTRIC:  
 PNM  
 PHONE: (505) 473-3264  
 CONTACT: TOM DOMINGUEZ

CABLE/TV:  
 CABLECOM  
 PHONE: (505) 273-7833  
 CONTACT: RUSS ORTMAN

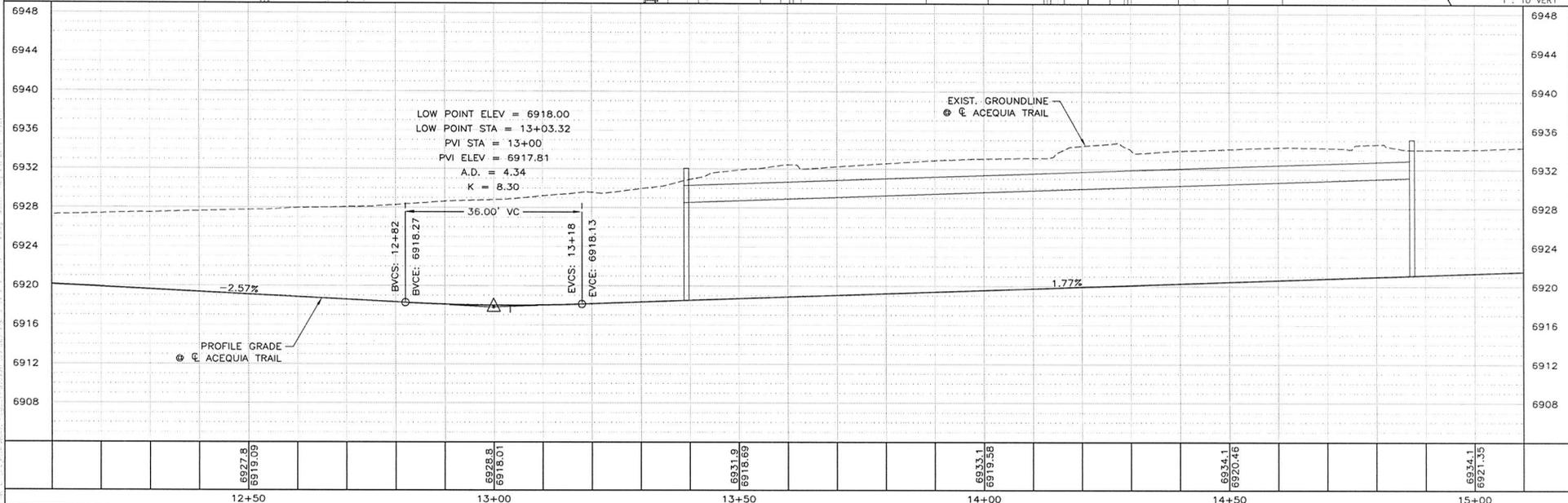
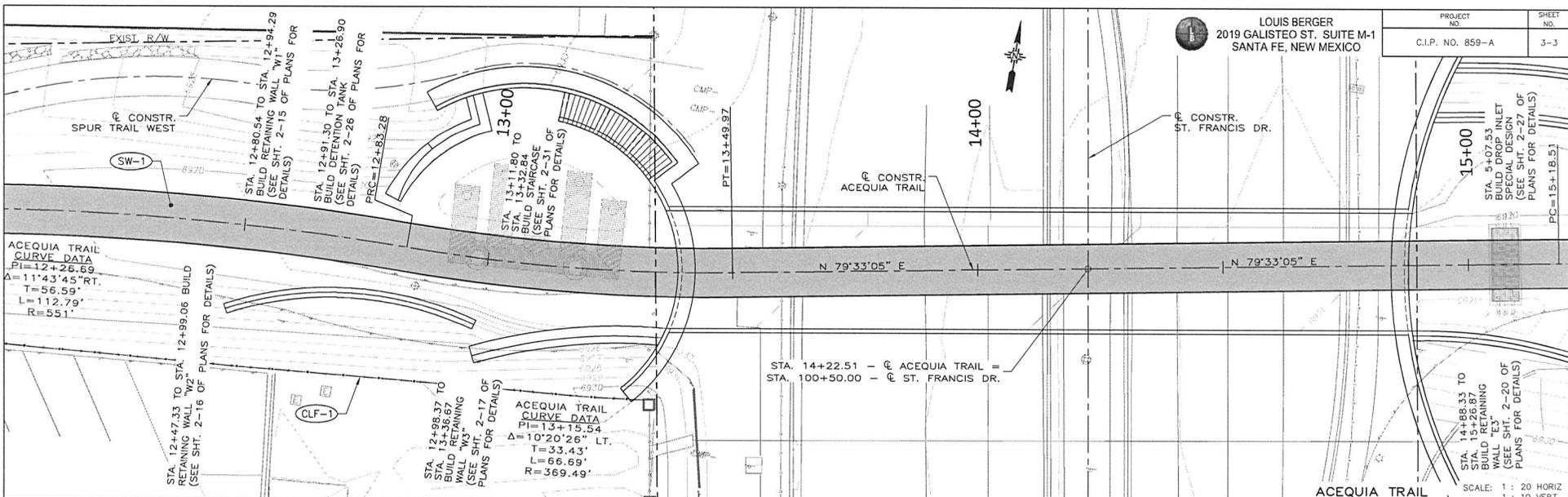


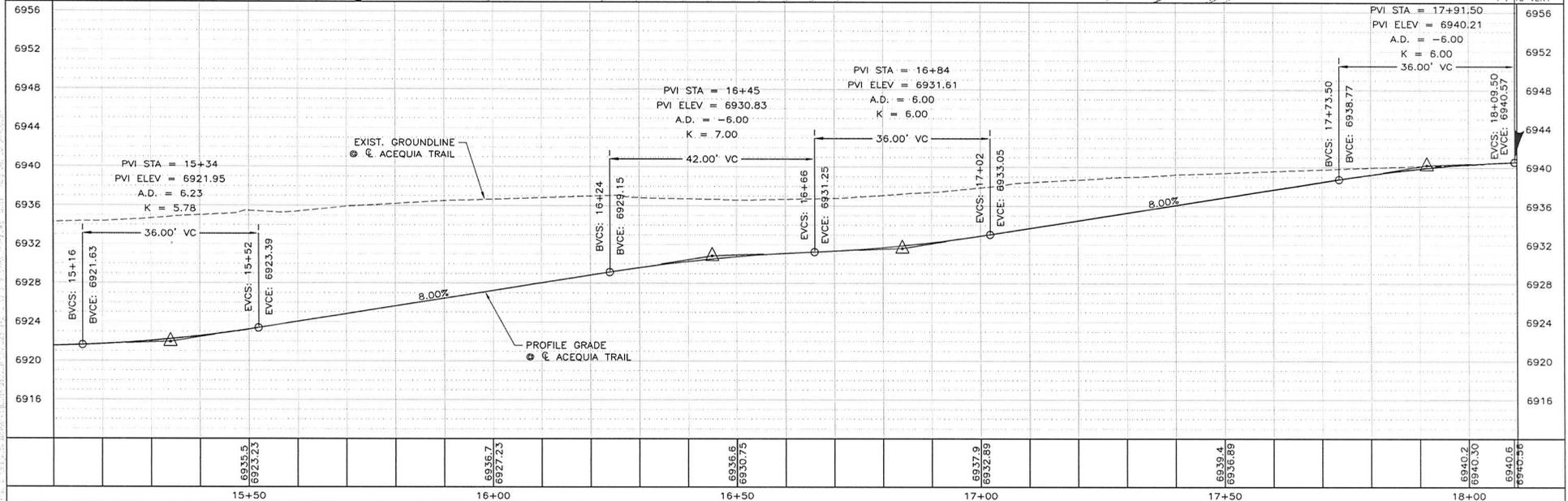
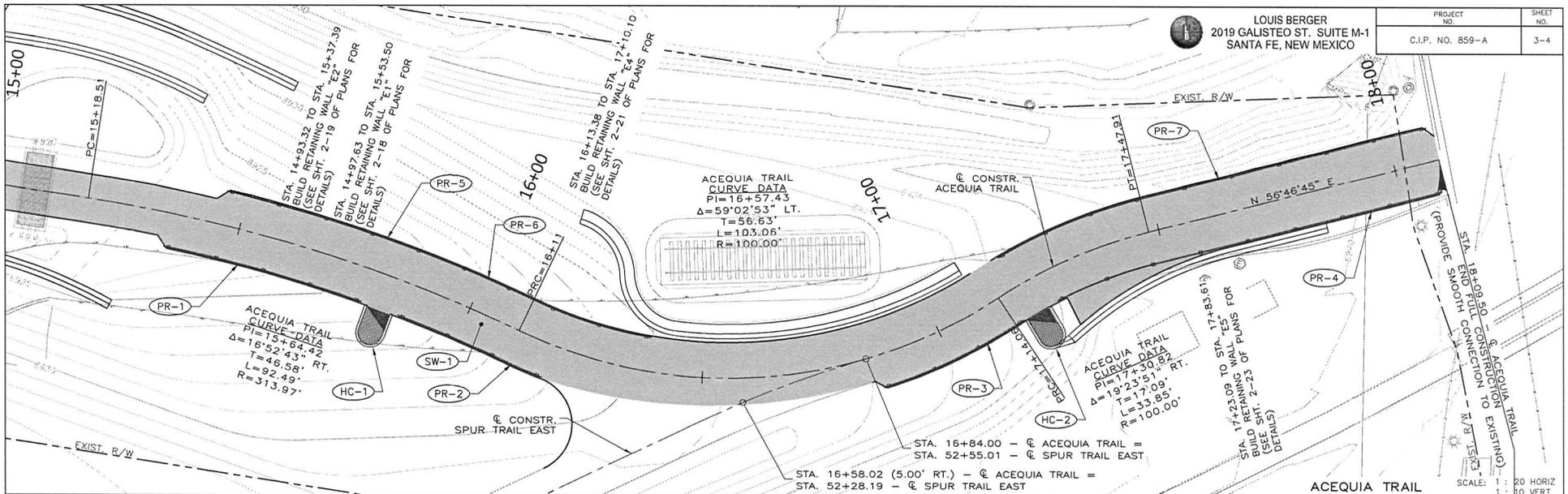
|        |                   |                   |                   |                   |                   |
|--------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 6922.5 | 6923.3<br>6923.25 | 6924.5<br>6924.12 | 6925.7<br>6922.95 | 6926.2<br>6921.66 | 6927.1<br>6920.38 |
| 10+00  | 10+50             | 11+00             | 11+50             | 12+00             |                   |

DESIGNED BY: RKR/IPT    DRAWN BY: AP/CS    CHECKED BY: TAD    APPROVED BY: RKR    DATE: 08/05/2015    PROJECT NO. C.I.P. # 859-A    SHEET 3-2

LOUIS BERGER  
2019 GALISTEO ST. SUITE M-1  
SANTA FE, NEW MEXICO

PROJECT NO. C.I.P. NO. 859-A SHEET NO. 3-3





|         |         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|---------|
| 6935.5  | 6936.7  | 6936.6  | 6937.9  | 6938.4  | 6940.2  | 6940.6  |
| 6923.25 | 6927.23 | 6930.75 | 6932.89 | 6936.89 | 6940.30 | 6940.56 |
| 15+50   | 16+00   | 16+50   | 17+00   | 17+50   | 18+00   |         |