

City of Santa Fe, New Mexico



"REQUEST FOR PROPOSALS"

CIP PROJECT #853B

**AGUA FRIA / COTTONWOOD INTERSECTION
IMPROVEMENT PROJECT**

RFP #16/16/P

PROPOSAL DUE:

November 17, 2015, 2:00 P.M.

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

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REQUEST FOR PROPOSALS

PROPOSAL NUMBER '16/16/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 17, 2015.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**CIP PROJECT #853B
AGUA FRIA / COTTONWOOD INTERSECTION
IMPROVEMENT PROJECT**

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.



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: October 09, 2015
To be published on: October 15, 2015

Received by the Albuquerque Journal Newspaper on: October 09, 2015
To be published on: October 15, 2015

PROPOSAL SCHEDULE

RFP # '16/16/P

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|-----|--|--|
| 1. | Advertisement | October 15, 2015 |
| 2. | Issuance of RFP'S | October 15, 2015 |
| 3. | Pre-proposal Meeting
(Attendance Voluntary) | October 20, 2015
1:30 p.m. Roundhouse Conference Room
at the Market Station Offices of the City
of Santa Fe at 500 Market Street, Suite
200. |
| 4. | Receipt of proposals | November 10, 2015
2:00 p.m. local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711 |
| 5. | Evaluation of proposals | November 17, 2015 |
| 6. | Interviews (If Necessary) | November 24, 2015 |
| 7. | Fee/Schedule Negotiation | November 26, 2015 |
| 8. | Recommendation of award
to Public Works Committee | December 7, 2015 |
| 9. | Recommendation of award
to Finance Committee | December 14, 2015 |
| 10. | Recommendation of award
to City Council | January 6, 2016 |
| 11. | Notice to Proceed | January 18, 2016 |

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

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit six (6) copies of the proposal and one (1) copy of the fee estimate. The fee estimate will be submitted in a separate sealed envelope. The Purchasing Office will receive proposals and fee estimates until 2:00 p.m. local prevailing time, **November 10, 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 #: '16/16/P

City of Santa Fe CIP #: 853B

Title of the proposal: Agua Fria/Cottonwood Intersection Improvement Project

AGUA FRIA / COTTONWOOD INTERSECTION IMPROVEMENT PROJECT

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. The person signing the proposal shall initial any corrections in ink.

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 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.

7. PROTESTS AND RESOLUTIONS PROCEDURES

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

\16/16/P

BACKGROUND AND SUMMARY

In 2012, the City of Santa Fe carried out a summer internship program that provided students from Worcester Polytechnic Institute a research opportunity to conduct a crash analysis for the Santa Fe Metropolitan Planning Organization. As part of the analysis they looked at intersection crashes throughout the region, placing a severity value on them (Estimated Property Damage Only) and ranked the intersections based on crashes per Million Entering Vehicles (MEV). The intersection of Agua Fria Street and Cottonwood Drive was the highest ranked intersection with 4.75 MEV/EPDO (see Exhibit "F").

The City performed further analysis of the intersection. Based on the 2010 edition of the Highway Safety Manual (HSM), an intersection of this type is predicted to experience 0.5 crashes per year with 0.2 crashes per year being Fatal and/or Injury (FI). The supporting information is shown in Exhibit "G". Actual crashes between 2006 and 2011 show a crash rate of 4 crashes per year with 1.2 crashes per year being FI. This equates to 8 times more crashes and 6 times more FI crashes per year than what the HSM predicts.

A crash diagram is provided in Exhibit "H". As shown on the diagram, the majority of the crashes are between people making a left out of Cottonwood Drive and people traveling westbound on Agua Fria Street, with all of the FI crashes occurring as part of this maneuver.

Upon conducting a site visit, it appears that vehicles making a right turn into Cottonwood Drive are impeding the sight distance for vehicles wanting to make a left out of Cottonwood Drive, as shown in the picture in Exhibit "I". Due to the fact that there are relatively equal traffic volumes on both Agua Fria Street and Cottonwood Drive, the City of Santa Fe feels an appropriate counter measure to the identified safety issue is to design and construct a roundabout.

Pending further engineering analysis, a number of other countermeasures are recommended. One such improvement would be the relocation of the bus stop and the removal of the foliage surrounding it. This would improve the line of sight for drivers traveling westbound on Agua Fria St. and drivers pulling out of Cottonwood Dr. Another solution would be to introduce road dieting by removing the right turn lane in the westbound segment of Agua Fria St. This would eliminate the problem of vehicles in the right turn lane blocking the line of site for vehicles trying to turn out of Agua Fria St. The final option would be to consider signaling the intersection, which could potentially solve the problem all together by giving the vehicles at Cottonwood Dr. a chance to safely turn either way onto Agua Fria St. Each of these improvements has the potential to decrease the number of crashes at this intersection.

Currently, design of the Agua Fria / Cottonwood Intersection Improvement Project will be funded through the Highway Safety Improvement Program (HSIP) in the amount of \$200,000.00 for fiscal year 2015. The City anticipates funding from the Highway Safety Improvement Program (HSIP) for the Agua Fria St. Cottonwood Drive Intersection Safety Improvements, NMDOT Control Number S100370, it is currently shown for fiscal year 2017 in the STIP with an estimated cost of \$1 Million for construction.

PROJECT OBJECTIVE & PROPOSED IMPROVEMENTS

- Conduct further engineering analysis at the location of Agua Fria / Cottonwood Drive and check for potential realignment opportunities.
- Provide at least three preliminary design alternatives for the above-mentioned project. The alternative that is the most suitable for this location will be chosen for final design and construction.
- Crash data, which has been recorded in the crash diagram Exhibit "H", requires analysis to determine the most suitable design alternative. A right-of-way feasibility review should be conducted for potential relocations or property acquisitions/permits. The development of final location recommendations is required, with public review.
- The preparation of preliminary construction plans will be required, along with right-of-way maps and parcel descriptions for the selected alignment and project.
- The design will be done in accordance with applicable standards set out in the AASHTO design guides, NMDOT standard specifications and drawings, and City standards.
- Design and right-of-way surveys and monumentation mapping will be required to prepare construction plans and Right of Way maps.
- Permanent signing and construction detours and signing will be in accordance with the MUTCD.
- Archeological and cultural resource reconnaissance, reporting, and clearance as necessary will be required.
- As the project proceeds, a number of public review meetings are envisioned to permit area residents and other interested parties to review and comment about recommendations.

This project consists of preparing final design plans, specifications, estimates and construction bid documents, and may include construction management services. General improvements to the intersection may include, but are not be limited to, reconstruction and possible realignment of the Agua Fria / Cottonwood Intersection project area; geometric and traffic capacity improvements; lighting and signalization improvements including signal interconnect; storm drainage improvements; pedestrian, bicycle and ADA improvements to include sidewalks, curb ramps and bicycle lanes; design of bus bays/lanes and permanent signing and striping. Horizontal and vertical alignments, intersection and driveway configurations, right-of-way needs, managed access, and other geometric properties of the roadway shall be evaluated.

BASIC FIRM QUALIFICATIONS

Consultants must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. All work must be done by or under the direct supervision of Engineers and surveyors registered to practice in New Mexico. The City fully anticipates the consultant immediately starts work on this project with the notice to proceed and expediently complete the design work within an approved schedule. Proponents need to demonstrate environmental sensitivity in design and ability to work with the public in project development.

Consultants will need to complete the design requirements in accordance with applicable codes, laws, and standards, including but not limited to: City of Santa Fe, New Mexico Department of Transportation, American Association of State Highway and Transportation Officials (AASHTO) and the Manual on Uniform Traffic Control Devices.

Work plans should address critically timed tasks and the consultant's strategy and key staff to deal with them. Consultants need to explain their strategy to coordinate the efforts of any sub-consultants on their team.

Quality Control

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

Timely Performance

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

SCOPE OF WORK

The basic tasks the consultant will be expected to accomplish for the project are listed herein. The consultant shall submit a work plan, expanding in detail on the work items listed below, describing its approach to the project, along with a schedule, to indicate how the work will be accomplished. This work plan should be prepared such that it can be incorporated, with only minor modification, as Exhibit "A" in an eventual professional services agreement. Further description of basic services is as follows:

PHASE I – STUDY

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

PHASE II – PRELIMINARY & FINAL DESIGN

1. Preliminary Property Ownership Maps
2. Utility Designation, Location, and Mapping
3. Drainage Analysis
4. Geotechnical Investigations
5. Preliminary Design Plans
6. Right-of-way Design
7. Final Design
8. Coordination

9. Public Involvement

PHASE III – BIDDING SERVICES

1. Environmental Investigations and Documentation
2. Construction Bid Documents

PHASE IV – CONSTRUCTION SERVICES (If REQUIRED)

1. Construction Engineering and Management
2. Public Involvement

PHASE I – STUDY

1. Alignment Study

This work involves the development and preparation of an Alignment Study Report. The alignment study shall be conducted in accordance with the latest edition of the NMSHTD Location Study Procedures and the NMSHTD Action Plan. The Project Manager shall determine the number of reports under this task during contract negotiations.

This task will include assembly, collection, and analysis of engineering, right-of-way, traffic, property ownership, drainage, and other data that will be considered in identifying the need for improvement and factors that could affect improvement alternatives. The data to be collected and analyses to be performed will include:

- Existing conditions consisting of geometric features and condition of the existing roadway including travel lanes, sidewalks, curb, driveways, turning lanes, signalization, access, drainage, structures, lighting, and horizontal and vertical alignment.
- Research and assessment of traffic data and recommendations regarding need for turning lanes, number of turning lanes and recommended lengths and managed access treatments, etc. for signalized and non-signalized intersections.
- Drainage investigations, analyses, and recommendations for improvements.
- Identification and assessment of existing utilities.
- Assessment of available right-of-way and property ownership.
- Assessment of multimodal use. Existing bicycle, pedestrian, and transit use will be identified and evaluated.
- Assessment of land use and community conditions.
- Initial Site Assessment Update (if necessary). An Initial Site Assessment following NMDOT standards to be prepared for the project area and area adjacent to the project termini.
- Need to modify or reconstruct areas of the project in order to comply with the ADA requirements.

The findings of this task will be summarized in Design Report. Four (4) copies of this Design Report shall be submitted to the City. A Design Team meeting will be required to review and discuss the project evaluation.

2. Environmental Investigations and Documentation

Prepare environmental document that is appropriate for this project. The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope.

The environmental document shall be prepared in accordance with the NMSHTD Action Plan, FHWA Technical Advisory T 6640.8A, 23CFR Part 771 and other applicable guidelines and regulations. The Consultant shall, in consultation with the City, NMDOT, and FHWA, determine the environmental level of effort required for a project assignment and prepare environmental clearance documents (i.e. checklist, CE, EA, EIS, etc.), if necessary (see "NOTE" below). Possible funding sources may also institute additional requirements. Prepare required environmental, cultural and/or biological reports as appropriate for a project assignment including permit application submittals (i.e. NPDES, 401, 404, etc.) Qualified environmental and natural resource personnel (archeologists, biologists, etc.) must prepare reports. The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports shall be prepared in accordance with applicable guidelines and regulations. The following outlines tasks that may be required for project assignments:

- Prior to any agency coordination as listed below, the consultant will be required to coordinate all efforts with the New Mexico Department of Transportation (NMDOT) and Federal Highway Administration (FHWA), being that they are the environmental certification reviewing agencies and federal funding results in FHWA being the lead NEPA agency.
- Review the most recent list of federal endangered and threatened species in Santa Fe County to determine the potential presence of any listed species in the project vicinity, as required under the Endangered Species Act.
- Conduct a biological survey and prepare a biological memorandum.
- Conduct a cultural resources survey and prepare a cultural resources report that meets NMAC requirements and NMDOT guidelines for City/NMDOT review and FWHA submittal to SHOP for concurrence.
- The project location is within the City's Historic Downtown Archaeological Review District, compliance with the City's Archaeological Ordinance and coordination with City Archaeological Review staff and committee regarding cultural resource findings may be necessary due to the referenced ordinance excavation threshold of 2500 square feet. Please contact Lisa Roach, City Archaeological Review Committee Liaison, at (505) 955-6660 for more information.
- Coordinate with the State Historic Preservation Officer, City Historic Preservation personnel, and Native American Tribes, as necessary.
- Conduct jurisdictional wetland determination and delineation, and if necessary, provide a report for regulatory agency review and approval.
- Coordinate with the US Army Corps of Engineers and New Mexico Environment Department.
- Complete a US Army Corps of Engineers Nationwide Permit Application form.
- Submit the biological and cultural resources technical reports to the City of Santa Fe for review and incorporate any requested revisions. Submit the appropriate number of final documents and attachments to the City of Santa Fe.
- Public involvement, including meetings and preparation of comment forms.
- Noise and air technical analyses.
- A Context Sensitive Solution (CSS)/Public Involvement Plan for City and State review
- Impacts to prime or unique farmlands or farmland of statewide or local importance.
- Biological or hazardous materials issues (i.e. perform an Initial Site Assessment (ISA), Preliminary Site Investigation (PSI), etc.) with coordination with NMDOT Environmental Geology.

All reports submitted to the City are subject to City approval before investigations are accepted as complete.

NOTE: the Consultant in coordination with the City will determine national Environmental Policy Act (NEPA) requirements.

3. Location Survey & Mapping

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

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

4. Coordination

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

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

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

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

- Scheduling all design reviews
- Writing design review reports

- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents

5. Public Involvement

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

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

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

PHASE II – PRELIMINARY & FINAL DESIGN

1. Preliminary Property Ownership Maps

Provide Preliminary Property Ownership Layout Maps. These maps may be prepared by research/investigation of county records. Maps shall be prepared at the same scale as the planimetric P&P sheets.

2. Utility Designation, Location, and Mapping **Scope of Subsurface Utility Engineering Services**

The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of City proposed construction projects. Such SUE work may include a level A level of effort, in will be up to the consultant to follow the process and determine needs. The SUE process will include all necessary records research, field investigations (designation), pot holing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. After identifying utility locations, the Consultant shall map utility locations onto plans and profile sheets and aerial photographs. Qualified, experienced SUE consultants shall provide subsurface Utility Engineering services.

3. Preliminary and Final Drainage Report

Prepare Preliminary and Final Drainage Reports. The drainage reports will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any of the problems.

3. Drainage Analysis

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

The drainage report will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any problems. The Consultant shall submit four (4) "Draft" Drainage Reports for review and comment by City staff. Upon addressing comments from City staff, the consultant shall furnish the City four (4) bound final Drainage Reports.

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

- Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- Discussion of soil types
- Vegetation and land use distribution
- Curve number or rational formula "C" calculations
- Time of concentration calculations

- Drainage area topographic map with existing structures inventory
- Drainage areas
- Design discharges and corresponding physical properties. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, stormwater quality enhancement and meet all floodplain management criteria.
- Summary of the drainage field inspection results including City personnel (public and other local agencies) interviews and drainage structure field inspection forms
- CME's required to construct the structures
- Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis
- Preliminary erosion protection and energy dissipaters design and preliminary details

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

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

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

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

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

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

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

The Consultant shall use the NMDOT “Drainage Manual - Volume 1, Hydrology”, current edition, “Drainage Manual - Volume II Hydraulics, Sedimentation, and Erosion”, current edition, and “National Pollutant Discharge Elimination System Handbook”, current edition, and all relative FEMA documents for methodologies and references needed in preparation of the Drainage Report.

4. Geotechnical Investigations

A. Geotechnical Services - General

The Consultant may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment. **The Consultant will be required to propose the necessary level effort for geotechnical/foundation/substructure engineering analysis and design needed considering the scope of the project if substructure design is required.** This may include, but is not limited to, geotechnical investigations and laboratory testing sufficient to assemble construction details and provide engineering design of bridge approaches, substructures and foundations should reconstruction of these components be required.

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

Geotechnical Investigation and Laboratory Testing

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

- Project location map
- Description of the project scope
- Presentation of the field investigations
- Descriptions of the earth materials encountered during the field investigation
- Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- Geophysical test results
- Plan and profile sheets with test holes or pits shown in plan and profile views

Geotechnical Design Recommendations

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

- Stabilization/densification of unsuitable embankment or native soils
- Slope stability/steepened slope design
- Mitigation of settlements
- Rock excavation and blasting requirements
- Maximum cut slope angles in soil and rock
- Suitability of foundation soils or rock to support an embankment or structure
- Shrink and swell factors of earthwork

- Groundwater affecting the project/need for cut-off trenches
- Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

Geotechnical Report

The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism including final pavement design. Three (3) copies of this report shall be submitted to the City in conjunction with the Preliminary Design Plans.

B. Geotechnical Services – Structures & Foundations

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

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

Geotechnical Investigation and Laboratory Testing

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

- Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- For bridge elements, one soil boring and/or rock core shall be completed at each abutment and each pier element. At the abutments, the borings should be taken to a depth of 80 feet. At the piers, the borings should be taken to a depth of 100 feet. Lesser depths of exploration will be acceptable with the presence of bedrock or very dense soil strata.
- For retaining walls, one soil boring and/or rock core shall be completed every 200 feet with no less than two borings completed per wall. Borings should be taken to a depth of twice the height of the walls.
- For drainage structures, the need for borings will be determined on a site-by-site basis.

Retaining Walls

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

Bridge Foundation Analysis

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

completed soil boring lab test results, engineering analysis, foundation recommendations, and required foundation depths.

Approach Embankment Analysis

Approach embankments shall be analyzed for long-term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.

Foundation Report

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

5. Preliminary Design Plans

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

Provide updated preliminary design plans (95% completion plans) for the project which may include: traffic signal & lighting and intersection design details, geometrics, traffic control plan, plan and profile sheets showing recommended horizontal and vertical alignment, typical sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as bridges, retaining walls, and major drainage structures and a preliminary construction cost estimate by construction type. Project plans shall be prepared to the City's standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the City.

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

95% Completion Design Review

Schedule and conduct the 95% completion design review. The review shall include the preparation of the 95% completion review report. The Consultant may be required to submit and distribute up to twenty (20) bound sets of plans (50% reduced or 11"x17") for the review.

6. Right-of-Way Design

The City anticipates at least one parcel; the Consultant will be the lead agency in the acquisition process. When right-of-way design services are necessary, the Engineering Firm will provide right-of-way surveying, mapping, title reports, and monumentation as required by the cooperative agreement.

Right-of-Way Surveying

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

All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum

Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions and amendments.

Prior to commencing right-of-way surveying the Consultant shall meet with the City and NMDOT Right of Way Bureau to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, the NMDOT Right of Way Bureau shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements, which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. The location survey phase of the project may include many of the aforementioned features, this information may need to be appropriately tied to the right-of-way surveys and maps, and therefore coordination between the Consultant, City, and NMDOT Right of Way Bureau is required.

Right-of-Way Mapping

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

The City will not provide an extensive detail check of any of the final maps and plans. Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full responsibility of the NMDOT Right of Way Bureau in coordination with the Consultant. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility of the Consultant as outlined above.

Title Reports

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

Takes and Construction Maintenance Easements (CME's)

The consultant shall provide the following:

- A thirty-three (33) year certified title search on every parcel affected in the right-of-way acquisition.
- A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
- Copies of all pertinent documents described in Chain of Title (Index).

- A five-year tax search (or computer printout) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.
- Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
- Work map and index identifying each parcel abstracted.
- Information on any mortgages, liens, or judgments that have been released of record does not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.

Temporary Construction Permits (TCP's)

The consultant shall provide the following:

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

Monumentation

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

7. Final Design

The Consultant will be required to provide and conduct the following:

PS&E Completion Design Plans

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

PS&E Completion Design Review

Schedule and conduct the PS&E completion design review with appropriate City staff. The Consultant shall prepare the 100% completion review reports (or meeting minutes). The Consultant shall submit and distribute twenty (20) bound sets of plans (50% reduced or 11"x17") for each design review or as many as determined by the City.

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

1. General Sheets
 - Title Sheet

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

- Structure Sections

11. Earthwork Cross- Sections

8. **Coordination**

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

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

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

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

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

9. **Public Involvement**

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

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

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

PHASE III – BIDDING SERVICES

2. Construction Bid Documents

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

1. Two (2) full-size copies of final design plans (36"x 24"); signed by the City's Public Works Director, Division Director, ADA Coordinator, and Historic Preservation Division Director;
2. TWENTY (20) half-size copies of final design plans (12"x18" or 11"x17"); and access to final design plans on an FTP website.
3. One (1) paper and electronic copy of the final cost estimate.
4. TWENTY (10) bound final sets of complete bidding documents, including wage rates and signed advertisements, and access to documents on an FTP website.
5. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on Mylar prints (36" x 24"), one (1) 36" x 24" paper copy and on CD in AutoCAD format (version 2010 or more current).

All of the work defined in this "Scope of Work" will be included in the draft professional services agreement (PSA) attached as Exhibit D.

PHASE IV – CONSTRUCTION SERVICES (IF REQUIRED)

1. Construction Engineering and Management

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

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

Any amendments to the agreement shall establish the additional work requirements, amend the contract as required, and adjust the time schedules.

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

1. Preconstruction meeting with the Construction Contractor, Owner, Utilities;
2. Daily construction observation, oversight, inspection and daily diary entry;

3. Construction management basic services including:
4. Construction Engineering Technical Support;
5. Review of Construction Contractor material submittals or shop drawings;
6. General project review and response to Construction Contractor's requests for information and clarification;
7. Change order review and preparation;
8. Claims review, documentation, and correspondence;
9. Provide As-Constructed Quantities;
10. Receive, review and approve progress payments (to be forwarded to the City);
11. Preparation and authorization of field inspections and punch lists; and
12. Two-year warranty inspection and report
13. All of the work defined in this "Scope of Work" will be included in the draft professional services agreement (PSA) attached as Exhibit A.

2. Public Involvement

The City may require Public Involvement Services during construction. If required, a portion or all of the services listed below will be negotiated and added by an amendment to the original contract.

The Consultant shall be responsible for the implementation and cost of all public information coordination, which may include, but is not limited to, providing construction updates and schedules through a project website and media (television, radio, and newspaper) press releases and responding to agency and public concerns and comments. Attendance to periodic (most likely weekly) project meetings between the construction contractor, City personnel and other agencies will be required to obtain schedules and notify the public, property owners, businesses, emergency response, transit and other transportation users of road, lane or access closures, detours and other construction activities that may impact traffic. It is essential the Consultant maintain on-going communication with project construction personnel to ensure accurate dissemination of construction related activities to the public.

All of the work defined in this "Scope of Work", or as negotiated, will be incorporated in an eventual professional services agreement (PSA) attached as Exhibit D.

SUBMITTAL REQUIREMENTS

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 a detailed consultant work-hour estimate for each design phase for all services to be performed including supplemental services. 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.

WORK-HOUR ESTIMATE

A detailed work-hour (or man-hour) estimate for each design phase must be submitted for all services to be performed including supplemental services, if any. 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 for the following phases:

- Phase I – Study
- Phase II – Preliminary & Final Design
- Phase III – Bidding Services
- Phase IV – Construction Management **(If Required)**

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 phase shall be compiled on City of Santa Fe Engineering Cost Summary Forms, attached as Exhibit B, and submitted in a separate sealed envelope.*** 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 sub-agreements.

PROJECT SCHEDULE

As part of the proposal, prepare a detailed schedule of services and tasks for the work plan in graphic format. ***It should be noted that the City desires to have 95% design plans completed prior to September 2017 (state funding agreement near deadline) in order to prevent the loss of state funds.*** The schedule should also delineate the responsible person for completing the work element (i.e., prime consultant, sub-consultant, hydraulic engineer, architect, etc.). Time frames for critical or key tasks, such as a milestone reviews, should be highlighted. Each phase should allow 15 working days each for review by the City. A Gantt chart format will be sufficient for this purpose. The schedule, as finally negotiated, will be made part of any eventual professional services agreement (PSA) attached as Exhibit D.

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, date.
 - 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 for public involvement, design and construction; the names of the specific team members; with their assigned tasks; qualifications and percent of time they will be assigned to the project. Include construction inspector.
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 surveying, soils investigations, 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 design, construction management and construction inspection 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. Project Schedule
- D. Consultant Work-Hour Estimate
- E. Statement of Qualifications (Firm Data, Work Load, Knowledge of Local Conditions, Experience including past experiences on similar projects, Project Team Description & Organizational Chart, Associations)
- F. Errors and Omissions Insurance Certificate
- G. Any Additional Pertinent Information
- H. Resumes

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.

EVALUATION CRITERIA AND WEIGHTED VALUES

RFP#: '16/16/P

PROJECT: AGUA FRIA / COTTONWOOD INTERSECTION IMPROVEMENT PROJECT, CIP#853B

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. Note: Cost is not included as an evaluation criterion because the City anticipates the use of federal funds for the construction of this project.

Proposal Component	Weighted Value	Evaluation Points (1 = low, 10 = High)	Total Score	Max Score
<p>Project Understanding, Approach & Work Plan: Consider the proposed work plan, design approach, and methodology. Does the proponent have a sufficient comprehension of the project requirements? (Evaluation of firm's preparation, discussion, analysis, and local issues of project and design team's creativity and work plan.)</p>	25			250
<p>Experience, Training, & Education: 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 this project?</p>	10			100
<p>Past Performance: Consider the work quality (competent designs, and accurate plans), cost controls, and timelines of previous work for the City or other entity.</p>	15			150
<p>Project Schedule: Does it address City needs and deadlines?</p>	20			200
<p>Knowledge of Local Conditions: 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?</p>	10			100

Quality Assurance: Consider the proponents' quality control as related to schedule compliance, cost controls, and plan verification.	5			50
Quality of Proposal: Is the proponent's knowledge and ability for this project clearly and concisely conveyed? Is all the information readily available and present?	10			100
Resource Availability: Consider the workload 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.	5			50
Total Score	100			1000
Multiply the Total Score by factor of 1.08 if company has an approved local preference certification form included with proposal:				1080

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

SELECTION COMMITTEE EVALUATOR

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

DEPARTMENT & DIVISION: _____

EVALUATION COMMITTEE MEMBERS

The committee may consist of representatives from the following departments:

1. Finance Department
 - Purchasing Division
2. Public Works Department
 - Engineering Projects Management Division
 - Traffic Engineering Section
 - Streets and Drainage Division
3. Planning and Land Use Department
 - Inspections & Enforcement
4. Public Utilities Department
 - Water Quality Division

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

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

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

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

EXHIBIT A: WORK-HOUR SCHEDULES

WORK-HOUR SCHEDULES Capital Improvement Project No. 853B	
Activity	Estimated Work-Hours
Phase I – Study	
1. Evaluation	
2. Location Survey and Mapping	
3. Preliminary Property Ownership Maps	
Total for Phase I – Study	
Phase II – Preliminary & Final Design	
1. Utility Design, Location and Mapping	
2. Right-of-Way Design (IF REQUIRED)	
3. 60% & 95% Roadway Design Plans	
4. Coordination	
Total for Phase II – Preliminary & Final Design	
Phase III – Bidding Services	
1. Environmental Investigations and Documentation	
2. Public Involvement	
3. Construction Bid Documents	
Total for Phase III – Bidding Services	
Phase IV – Construction Services (IF REQUIRED)	
1. Construction Engineering and Management	
2. Public Involvement	
Total for Phase IV – Construction Services	
TOTAL ESTIMATED CONSULTANT WORK-HOURS	

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

EXHIBIT B: ENGINEERING COST SUMMARY

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

**ENGINEERING COST SUMMARY
PART 1 – GENERAL**

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:

**PART 2 – COST SUMMARY
BASIC SERVICES**

7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
DIRECT LABOR TOTAL:				
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
OVERHEAD TOTAL:				
9. FEE OR PROFIT (show rate and base)				

SUPPLEMENTAL SERVICES

10. SUBCONTRACTS (Identify & purpose)	ESTIMATED COST		
SUBCONTRACTOR TOTAL:			
11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST
EQUIPMENT TOTAL:			
12. 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%
Payroll Burden		
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		
Subtotal – Payroll Burden		
General and Administrative Costs		
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		
Subtotal – General Administrative		
TOTAL		

EXHIBIT D: AGREEMENT BETWEEN OWNER AND CONTRACTOR

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

This Agreement is entered into this _____ day of _____, 2015, by and between the CITY OF SANTA FE, herein known as the Owner, and

_____, herein known as the Contractor.

For the following:

PROJECT: AGUA FRIA / COTTONWOOD INTERSECTION IMPROVEMENT PROJECT, CIP#853B

OWNER

City of Santa Fe, Public Works Department
Roadway & Trails Engineering Division
P.O. Box 909
Santa Fe, New México 87504-0909

DISTRIBUTION:

OWNER
CONTRACTOR
ENGINEER

Revised July 2009

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2015.

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by the Contract Documents Engineering Services. (Bid Number '16/ /B).

The work designated as Agua Fria /Cottonwood Intersection Improvement Project, is to provide pedestrian studies and design services for the construction improvements of the Agua Fria / Cottonwood intersection, pavement, and related improvements for pedestrians / bicyclists, as described in the Contract Documents.

Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

ARTICLE 3
TIME OF COMMENCEMENT AND PROJECT COMPLETION

The work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Physical Completion of the entire work described in the Contract Documents, except as hereafter extended by valid written Change Order signed by the Owner, shall be achieved no later than 30 weather working Days from the issuance of the Notice to Proceed issued to the Contractor.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum \$ TBD .

The Contract Sum is determined as follows:

Base Bid	\$ _____.
Gross Receipts Tax (8.3125%)	\$ _____.
<i>Base Bid plus NMGR</i>	\$ _____.

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the 90 day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, General Conditions of the Contract).

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico, as the same from time to time exist.

9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

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

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. The Contractor shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the Owner, contractor or subcontractor. If the contractor or subcontractor fails to pay the contractor's or subcontractor's subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to the subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These provisions apply to all tiers of contractors, subcontractors and suppliers.

9.8 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

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

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

9.11 The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER

City of Santa Fe, Public Works Department
Roadway & Trails Engineering Division
P.O. Box 909
Santa Fe, New México 87504-0909

CONTRACTOR

New Mexico License# _____.

9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

9.17 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

9.23 Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

9.26 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 Owner 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.

9.27 Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

ARTICLE 10
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 any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

This Agreement is entered into as of the day and year first written above.

OWNER:
CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM *10/2/15*

KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item

CONTRACTOR:
NAME OF CONTRACTOR

By: _____

Signature

Print Name and Title of Signer

Date: _____

NM Taxation & Revenue CRS No.:

City of Santa Fe Business Reg. No.:

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 rebuttable 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

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 2015, las empresas que tienen que pagar el sueldo mínimo tienen la obligación de pagar un sueldo de \$10.84 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 esta cumpliendo con la ordenanza y con el texto de este aviso. Si la empresa no cumple lo que esta sección ordena se considerará como violación a esta ordenanza y se podrá suspender, revocar o dar por terminada la licencia o registro de la empresa.

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

EXHIBIT F: TOP 142 MOST HAZARDOUS INTERSECTIONS

RANK: INTERSECTION	AADT	STUDY LENGTH	TOTAL UMBER OF CRASHES	TOTAL EPDO	MEVcrash	MEVedpo
1 COTTONWOOD AVE @ AGUA FRIA ST NM58E	4997	6	24	52	2.1930967	4.7517095
2 5TH ST @ SIRINGO RD	5977	6	20	52	1.5279271	3.9726104
3 BECKNER ROAD @ CERRILLOS RD	29470	6	80	256	1.2395758	3.9666427
4 SIRINGO RD @ YUCCA ST	18539	6	45	121	1.1083931	2.9803459
5 ST FRANCIS DR US 841285@ CERRILLOS RD	72209	6	215	463	1.3595839	2.9278482
6 JEMEZ RD @ RUFINA ST	4395	6	11	27	1.1429812	2.8054994
7 RICHARDS AVE@CERRILLOS RO	52210	6	133	309	1.1631985	2.7024687
8 OLD PECOS TRAIL @ OLD LAS VEGAS H\Y	25838	6	58	150	1.0250225	2.6509202
9 BERRY AVE @ 5TH ST	4685	6	7	27	0.6822512	2.6315405
10 ST MICHAELS DR @ PACHECO ST	36805	6	75	207	0.9304997	2.5681791
11 NM599 @ AIRPORT RD NIM 284	16541	6	37	93	1.0214	2.5673027
12 SAWMILL RD @ ST FRANCIS OR US 841285	33853	6	80	188	1.0790837	2.5358467
13 SAN MATEO RD @ST FRANCIS DR US	47160	6	104	256	1.0069781	2.4787154
14 ST MICHAELS DR @ ST FRANCIS OR US	41356	6	92	224	1.0157929	2.473235
15 SILER PARK LN @ SILER RD	11289	6	19	60	0.7685179	2.4268988
16 COUNTRY CLUB RO @ AIRPORT RD NM 284	21191	6	34	110	0.732645	2.3703221
17 SIRINGO RD @ ST FRANCIS OR US 841285	50804	6	100	261	0.8987895	2.3458405
18 RODEO RO NM300 @ CERRILLOS RD	67636	6	152	337	1.0261753	2.2751387
19 ZAFARINO DR@CERRILLOS RD	48187	6	123	239	1.1655505	2.2647689
20 BACA ST @ CERRILLOS RD	37004	6	70	182	0.8637959	2.2458693
21 RICHARDS AVE @ RODEO RD NM300	35346	6	63	167	0.8138836	2.1574375
22 ST FRANCIS DR US 841285 @ ZIA RD	66400	6	133	313	0.9146243	2.1524616
23 ZEPOL RD @ AIRPORT RD NM284	29553	6	50	134	0.7725459	2.0704231
24 SILER RD @ RUFINA ST	23158	6	45	105	0.8872936	2.0703517
25 CORDOVA RD @ ST FRANCIS DR US 841285	57714	6	100	260	0.7911858	2.057083
26 CERRILLOS RD @ OSAGE AVE	62619	6	131	279	0.9552664	2.0344988
27 WAGON RD @ CERRILLOS RD	40458	6	73	177	0.8239099	1.9976993
28 CAMINO CARLOS REY@ ZIA RD	25546	6	43	111	0.7686169	1.9841041
29 BARCELONA RD @ DON GASPAS AVE	6915	6	10	30	0.6603341	1.9810022
30 ALARID ST @ CERRILLOS RD	5415	6	11	23	0.927663	1.9396589
31 JEMEZ RD @ AIRPORT RD NM284	24575	6	35	103	0.6503249	1.9138134
32 GUADALUPE ST @ PASEO DE PERALTA	26530	6	54	110	0.9294208	1.8932646
33 AGUA FRIA ST NM 588 @ AVF CRISTOBAL	16536	6	24	68	0.6627301	1.8777351
34 SAW/MILL RD @ RODEO RD NM300	15501	6	27	63	0.795353	1.8558237
35 VEGAS VERDES DR @ CERRILLOS RD	46018	6	74	187	0.7342849	1.8555577
36 LLANO ST @ SIRINGO RD	17218	6	28	68	0.7425594	1.8033586
37 CAMINO CONSUELO @ CERRILLOS RD	40409	6	67	159	0.7570988	1.7966973
38 PASEO DEL SOL @ AIRPORT RD NM 284	20999	6	26	82	0.5653672	1.7830812
39 RUFINA ST @ LOPEZ LN	18251	6	29	69	0.7255498	1.7263081
40 CATRON ST @ GUADALUPE ST	15063	6	23	55	0.6972239	1.6672745
41 W FRONTAGE RD @ NM 599	13307	6	15	47	0.5147345	1.6128349
42 5TH ST @ ST MICHAELS DR	30865	6	45	109	0.6657361	1.6125608
43 RODEO RD @ ZAFARANO	39185	6	54	138	0.6292675	1.6081282
44 GUADALUPE ST @ PASEO DE PERALTA	34740	6	58	122	0.7623604	1.6035856
45 CALLE DEL CIELO @ CERRILLOS RD	45459	6	67	159	0.6730008	1.5971213
46 RUFINA ST @ RICHARDS AVE	19222	6	27	67	0.6413884	1.5915933
47 SAN MATEO RD @ PACHECO ST	13899	6	19	47	0.6242256	1.5441369
48 GALISTEO ST @ ST MICHAELS DR	32158	6	35	108	0.4969754	1.5335241
49 OCATE RD @ CERRILLOS RD	5958	6	8	20	0.6131713	1.5329283
50 GUADALUPE ST @ CERRILLOS RD	35990	6	60	120	0.761257	1.5225141
51 SILER RD @ CERRILLOS RD	50347	6	79	164	0.7164888	1.4873944
52 RUFINA ST @ CALLE ATAJO	8691	6	12	28	0.6304743	1.4711067
53 CORDOVA RD @ GALISTEO ST	18414	6	18	58	0.4463548	1.4382545
54 LOPEZ LN @ AIRPORT RD NM 284	8280	6	10	26	0.5514746	1.4338341
55 FIESTA ST @ PASEO DE PERALTA	16590	6	16	52	0.4403819	1.4312412
56 CONSTELLATION DR @ AIRPORT RD NM 284	11738	6	20	36	0.7780218	1.4004393
57 CAMINO CARLOS REY @ SIRINGO RD	18030	6	27	55	0.6837919	1.3929093
58 ALAMEDA @ ST FRANCIS DR US 841285	53246	6	70	162	0.6002981	1.3892612
59 ARROYO CHAMISO RD @ ST MICHAELS DR	27954	6	29	85	0.4737071	1.3884519
60 2ND ST @ CERRILLOS RD	36304	6	62	110	0.7798285	1.3835666
61 GUADALUPE ST @ SABINO ST	15928	6	16	48	0.4586851	1.3760553
62 ALAMO DR @ ST FRANCIS DR US 841285	35398	6	37	105	0.4772862	1.3544609
63 PASEO DE PERALTA @ ST FRANCIS DR	51609	6	51	148	0.4512328	1.3094598
64 COLUMBIA ST @ ST FRANCIS DR US 841285	7364	6	9	21	0.5580648	1.3021512
65 CAMINO CARLOS REY @ CERRILLOS RD	48987	6	59	139	0.5499549	1.2956564
66 SOUTH MEADOWS ROAD @ AIRPORT RD	27554	6	38	78	0.6297306	1.292605
67 ZAFARANO @ DAMINO DE LAS ARROYOS	14260	6	23	39	0.7364855	1.2488232
68 CERRILLOS RD @ PASEO DE PERALTA	37788	6	50	102	0.6041878	1.2325432
69 ZIA RD @ YUCCA ST	29567	6	31	79	0.4787517	1.2200446

70 PASEO DE PERALTA @ ST FRANCIS DR US 8	53848	6	55	143	0.4663897	12126133
71 JAGUAR RD. @ CERRILLOS RD	47757	6	54	126	0.5163125	1.2047291
72 HOSPITAL DR @ ST MICHAELS DR	28974	6	30	75	0.4727904	11819761
73 PASEO DE PERALTA @ OLD SANTA FE TR	33676	6	41	85	0.5559289	11525355
74 ARMENTA ST @ OLD PECOS TRAIL	21382	6	20	52	0.4271079	u04804
75 AVENIDA DE LAS AMERICAS @ CERRILLOS	44470	6	39	10	0.4004547	t0576m
76 PACHECO ST @ ALTA VISTA ST	12864	6	9	29	0.3194643	1029385
77 YUCCA ST @ RODEO RD NM 300	20409	6	14	46	0.3132368	1.0292088
78 LUJAN ST @ CERRILLOS RD	49879	6	54	11	0.494347	1.0070032
79 CAMINO CARLOS REY @ RODEO RD NM 300	25920	6	21	57	0.3699476	10041434
80 PACHECO ST @ SIRINGO RD	13243	6	13	29	0.4482592	0.9999629
81 HENRY LYNCH RD @ AGUA FRIA ST NM 588	13418	6	13	29	0.4424127	0.9869207
82 RODEO RD NM 300 @ OLD PECOS TRAIL	30584	6	23	64	0.3433914	0.9555239
83 GRIFFIN ST @ PASEO DE PERALTA	22528	6	15	47	0.3040356	0.952645
84 CALLE LORCA @ ST MICHAELS DR	39352	6	34	82	0.3945191	0.9514872
85 ALAMEDA @ GUADALUPE ST	24555	6	22	50	0.409086	0.9297923
86 OSAGE AVE @ AGUA FRIA ST NM 588	19897	6	20	40	0.4589963	0.9179926
87 MONTEZUMA AVE @ GUADALUPE ST	13499	6	15	27	0.5073943	0.9133097
88 ALTA VISTA ST @ ST FRANCIS DR US 841285	57095	6	58	114	0.4638588	0.9117225
89 AGUA FRIA ST NM 588 @ LOPEZ LN	15991	6	19	31	0.5425596	0.8852288
90 PASEO DE PERALTA@DELGADO ST	25807	6	22	50	0.3892611	0.8846844
91 ROSINA ST @ OSAGE DR	14898	6	8	28	0.2451986	0.8581949
92 ISLETA AVE @ CERRILLOS RD	12303	6	7	23	0.2598022	0.853636
93 ST MICHAELS DR @ PLAZA DEL SUR	14550	6	11	27	0.3452236	0.8473671
94 CAMINO CORRALES@ OLD SANTA FE TR	13612	6	9	25	0.3019093	0.8386369
95 AIRPORT RD NM 284 @ CALLE ATAJO	33079	6	27	59	0.3727068	0.8144333
96 CORDOVA RD @ CERRILLOS RD	34408	6	40	60	0.5308312	0.7962468
97 GOVERNER RD @ RICHARDS AVE	19826	6	14	34	0.3224481	0.7830882
98 RODEO RD NM 300 @ ZIA RD	28870	6	21	49	0.3321513	0.7750196
99 AGGIE RD @ CERRILLOS RD	14637	6	11	23	0.3431599	0.7175161
100 HICKOX ST @ AGUA FRIA ST NM 588	17621	6	11	27	0.2850561	0.6996832
101 MANHATIAN AVE @ CERRILLOS RD	16981	6	10	26	0.268909	0.6991635
102 DON DIEGO AVE @ CORDOVA RD	17635	6	15	27	0.3883933	0.6991079
103 SABINO ST @ PASEO DE PERALTA	15693	6	8	24	0.2327843	0.698353
104 AVENIDA LAS CAMPANAS@ RODEO RD NM	32730	6	18	50	0.2511206	0.6975573
105 GALISTEO RD @ RODEO RD NM 300	17704	6	11	27	0.2837116	0.6963831
106 PASEO DE LOS PUEBLOS @ RODEO RD NM	28405	6	14	42	0.2250552	0.6751657
107 PASEO DE LOS PUEBLOS @ RODEO RD NM	29102	6	18	42	0.2824266	0.6589953
108 ALAMEDA @ OLD SANTA FE TR	19042	6	11	27	0.2637764	0.6474513
109 CAMINO TIERRA REAR @ AIRPORT RD NM	19439	6	7	27	0.1644296	0.6342285
110 ST MICHAELS DR @ LLANO ST	32667	6	24	44	0.3354784	0.6150437
111 CLARK RD @ CERRILLOS RD	42106	6	19	55	0.2060466	0.5964507
112 CALLE LUCIA @ AIRPORT RD NM 284	22568	6	9	29	0.1820981	0.5867604
113 ALAMEDA @ DE FOURI ST	16200	6	8	20	0.2254919	0.5637296
114 GRANT AVE @ PASEODEPERALTA	26279	6	16	32	0.2780195	0.556039
U5 MIMBERS LN @ RODEO RD NM 300	30760	6	17	37	0.2523588	0.5492515
116 CAMINO ALIRE @ AGUA FRIA ST NM 588	20456	6	8	24	0.1785768	0.5357305
117 MERCER ST @ ST FRANCIS DR US 841285	43525	6	18	50	0.1888381	0.5245503
118 ZIA RD @ OLD PECOS TRAIL	31592	6	8	36	0.1156295	0.5203329
119 SAN FELIPE AVE @ CERRILLOS RD	33321	6	8	36	0.1096312	0.4933408
120 OLD SANTA FE TR @ ST MICHAELS DR	26309	6	6	26	0.1041384	0.4512666
121 DON GASPAR AVE @ PASEO OE PERALTA	23405	6	10	22	0.1950997	0.4292193
122 MAEZ RD @ CERRILLOS RD	46871	6	15	43	0.1461312	0.4189094
123 SAN MATEO RD @ OLD PECOS TRAIL	31359	6	15	27	0.2184162	0.3931492
124 CAMINO CARLOS REY @ CERRILLOS RD	48987	6	16	40	0.1491403	0.3728508
125 HARRISON RO @ CERRILLOS RD	27006	6	6	22	0.1014488	0.3719789
126 AGUA FRIA ST NM 588 @ ST FRANCIS DR	50415	6	17	41	0.1539747	0.3713507
127 CERRILLOS RD @ 5TH ST	36090	6	13	29	0.1644797	0.3669163
128 APACHE AVE@CERAILLOS RD	26970	6	9	21	0.1523763	0.3555447
129 SAN FRANCISCO ST@ GUADALUPE ST	26123	6	8	20	0.1398372	0.3495931
130 WASHINGTON AVE@PASEO OE PERALTA	27596	6	13	21	0.2151102	0.3474857
131 ZIA RD@GALISTEO ST	29474	6	9	21	0.139431	0.325339
132 CAMINO OE LOS MARQUEZ @ CORDOVA	33677	6	15	23	0.2033856	0.3118579
133 LA MADERA RD @ AGUA FRIA ST NM 588	39338	6	6	26	0.0696458	0.3017984
134 MARQUEZ PL @ DON DIEGO AVE	31805	6	13	21	0.1866426	0.3014995
135 CAISTOS RD @ CERRILLOS RD	33887	6	8	20	0.1077985	0.2694963
136 ST FRANCIS DR US 841285 @ ST MICHAELS	34637	6	8	20	0.1054643	0.2636608
137 JEMEZ RD @ AGUA FRIA ST NM 588	40867	6	7	23	0.0782134	0.2569869
138 SANDOVAL ST @ ALAMEDA	42782	6	10	22	0.1067333	0.2348132
139 CHAMA AVE @ CEARILLOS RD	39833	6	4	20	0.0458541	0.2292706
140 ROYBAL ST @ ST FRANCIS DR US 841285	42155	6	8	20	0.0866556	0.2166391
141 LLANO ST @ ST MICHAELS DR	45171	6	9	21	0.0909785	0.2122831
142 6TH ST @ ST MICHAELS DR	49187	6	4	21	0.0371335	0.1949507

EXHIBIT G: URBAN AND SUBURBAN PREDICTIVE METHODS

Urban and Suburban Predictive Methods

Worksheet 2A -- General Information and Input Data for Urban and Suburban Arterial Intersections			
General Information		Location Information	
Analyst Agency or Company Date Performed	SMK City of Santa Fe / PWD 04/15/14	Roadway/Project Intersection Jurisdiction Analysis Year	PM peak hour Agua Fria Street/Cottonwood Drive City of Santa Fe, NM 2014
Input Data		Site Conditions	
Intersection type (3ST, 3SG, 4ST, 4SG)			3ST
AAADT _{major} (veh/day)	AAADT _{max} = 45,700 (veh/day)		5,520
AAADT _{minor} (veh/day)	AAADT _{max} = 9,300 (veh/day)		4,180
Intersection lighting (present/not present)		Not Present	Present
Calibration factor, C _i		1.00	1.00
Data for unsignalized intersections only:			--
Number of major-road approaches with left-turn lanes (0, 1, 2)		0	1
Number of major-road approaches with right-turn lanes (0, 1, 2)		0	1
Data for signalized intersections only:			--
Number of approaches with left-turn lanes (0, 1, 2, 3, 4) [for 3SG, use maximum value of 3]		0	0
Number of approaches with right-turn lanes (0, 1, 2, 3, 4) [for 3SG, use maximum value of 3]		0	0
Number of approaches with left-turn signal phasing [for 3SG, use maximum value of 3]		--	0
Type of left-turn signal phasing for Leg #1		Permissive	Not Applicable
Type of left-turn signal phasing for Leg #2		--	Not Applicable
Type of left-turn signal phasing for Leg #3		--	Not Applicable
Type of left-turn signal phasing for Leg #4 (if applicable)		--	Not Applicable
Number of approaches with right-turn-on-red prohibited [for 3SG, use maximum value of 3]		0	0
Intersection red light cameras (present/not present)			Not Applicable
Sum of all pedestrian crossing volumes (PedVo) -- Signalized intersections only		Not Present	0
Maximum number of lanes crossed by a pedestrian (n _{pedest})		--	0
Number of bus stops within 300 m (1,000 ft) of the intersection		0	0
Schools within 300 m (1,000 ft) of the intersection (present/not present)		Not Present	Not Present
Number of alcohol sales establishments within 300 m (1,000 ft) of the intersection		0	0

Worksheet 2B -- Crash Modification Factors for Urban and Suburban Arterial Intersections						
(1)	(2)	(3)	(4)	(5)	(6)	(7)
CMF for Left-Turn Lanes	CMF for Left-Turn Signal Phasing	CMF for Right-Turn Lanes	CMF for Right Turn on Red	CMF for Lighting	CMF for Red Light Cameras	Combined CMF
CMF 1i	CMF 2i	CMF 3i	CMF 4i	CMF 5i	CMF 6i	CMF _{ccur}
from Table 12-24 0.67	from Table 12-25 1.00	from Table 12-26 0.86	from Equation 12-35 1.00	from Equation 12-36 0.91	from Equation 12-37 1.00	(1) ² (2) ³ (3) ⁴ (4) ⁵ (5) ⁶ 0.52

Urban and Suburban Predictive Methods

Worksheet 2C -- Multiple-Vehicle Collisions by Severity Level for Urban and Suburban Arterial Intersections										
(1) Crash Severity Level	(2) SPF Coefficients			(3) Overdispersion Parameter, k from Table 12-10	(4) Initial N_{blmv} from Equation 12-21	(5) Proportion of Total Crashes	(6) Adjusted N_{blmv} (4)*TOTAL*(5)	(7) Combined CMFs (7) from Worksheet 2B	(8) Calibration Factor, C_1	(9) Predicted N_{blmv} (6)*(7)*(8)
	a	b	c							
Total	-13.36	1.11	0.41	0.80	0.686	1.000	0.686	0.52	1.00	0.357
Fatal and Injury (FI)	-14.01	1.16	0.30	0.69	0.220	$(4)_{FI}/((4)_{FI}+(4)_{PDO})$ 0.326	0.224	0.52	1.00	0.116
Property Damage Only (PDO)	-15.38	1.20	0.51	0.77	0.455	$(5)_{TOTAL}*(5)_{FI}$ 0.674	0.462	0.52	1.00	0.240

Worksheet 2D -- Multiple-Vehicle Collisions by Collision Type for Urban and Suburban Arterial Intersections					
(1) Collision Type	(2) Proportion of Collision Type _{crs}	(3) Predicted N_{blmv} (FI) (crashes/year)	(4) Proportion of Collision Type (PDO)	(5) Predicted N_{blmv} (PDO) (crashes/year)	(6) Predicted N_{blmv} (TOTAL) (crashes/year)
Total	1.000	0.116	1.000	0.240	0.357
Rear-end collision	0.421	$(2)*(3)_{FI}$ 0.049	0.440	$(4)*(5)_{PDO}$ 0.106	$(3)*(5)$ 0.155
Head-on collision	0.045	0.005	0.023	0.006	0.011
Angle collision	0.343	0.040	0.262	0.063	0.103
Sideswipe	0.126	0.015	0.040	0.010	0.025
Other multiple-vehicle collision	0.065	0.008	0.235	0.056	0.064

Worksheet 2E -- Single-Vehicle Collisions by Severity Level for Urban and Suburban Arterial Intersections										
(1) Crash Severity Level	(2) SPF Coefficients			(3) Overdispersion Parameter, k from Table 12-12	(4) Initial N_{slmv} from Eqn. 12-24; (FI) from Eqn. 12-24 or 12-27	(5) Proportion of Total Crashes	(6) Adjusted N_{slmv} (4)*TOTAL*(5)	(7) Combined CMFs (7) from Worksheet 2B	(8) Calibration Factor, C_1	(9) Predicted N_{slmv} (6)*(7)*(8)
	a	b	c							
Total	-8.81	0.16	0.51	1.14	0.308	1.000	0.308	0.52	1.00	0.160
Fatal and Injury (FI)	-	-	-	-	0.095	$(4)_{FI}/((4)_{FI}+(4)_{PDO})$ 0.324	0.100	0.52	1.00	0.052
Property Damage Only (PDO)	-8.36	0.25	0.55	1.29	0.198	$(5)_{TOTAL}*(5)_{FI}$ 0.676	0.208	0.52	1.00	0.108

Urban and Suburban Predictive Methods

Worksheet 2F – Single-Vehicle Collisions by Collision Type for Urban and Suburban Arterial Intersections					
(1) Collision Type	(2) Proportion of Collision Type _{SPM}	(3) Predicted N _{bhav} (F) (crashes/year)	(4) Proportion of Collision Type (POO)	(5) Predicted N _{bhav} (POO) (crashes/year)	(6) Predicted N _{bhav} (TOTAL) (crashes/year)
	from Table 12-13	(9) _{F1} from Worksheet 2E	from Table 12-13	(9) _{POO} from Worksheet 2E	(9) _{POO} from Worksheet 2E
Total	1.000	0.052 (2)*(3) _{F1}	1.000	0.108 (4)*(5) _{POO}	0.160 (3)*(5)
Collision with parked vehicle	0.001	0.000	0.003	0.000	0.000
Collision with animal	0.003	0.000	0.018	0.002	0.002
Collision with fixed object	0.762	0.040	0.834	0.090	0.130
Collision with other object	0.090	0.005	0.092	0.010	0.015
Other single-vehicle collision	0.039	0.002	0.023	0.002	0.004
Single-vehicle noncollision	0.105	0.005	0.030	0.003	0.008

Worksheet 2G – Vehicle-Pedestrian Collisions for Urban and Suburban Arterial Stop-Controlled Intersections						
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Crash Severity Level	Predicted N _{bmv} (9) from Worksheet 2C	Predicted N _{bhav} (9) from Worksheet 2E	Predicted N _{bl} (2) + (3)	f _{pedl} from Table 12-16	Calibration factor, C _i	Predicted N _{pedl} (4)*(5)*(6)
Total	0.357	0.160	0.517	0.021	1.00	0.011
Fatal and injury (FI)	--	--	--	--	1.00	0.011

Worksheet 2H – Crash Modification Factors for Vehicle-Pedestrian Collisions for Urban and Suburban Arterial Signalized Intersections			
(1)	(2)	(3)	(4)
CMF for Bus Stops	CMF for Schools	CMF for Alcohol Sales Establishments	Combined CMF
CMF _{1p}	CMF _{2s}	CMF _{3p}	
from Table 12-28	from Table 12-29	from Table 12-30	(1)*(2)*(3)
--	--	--	--

Worksheet 2I – Vehicle-Pedestrian Collisions for Urban and Suburban Arterial Signalized Intersections								
(1)	(2) SPF Coefficients			(3)	(4)	(5)	(6)	(7)
	a	b	c					
Crash Severity Level	from Table 12-14			Overdispersion Parameter, k	N _{ped-base} from Equation 12-29	Combined CMF (4) from Worksheet 2H	Calibration factor, C _i	Predicted N _{pedl}
Total	--	--	--	--	--	--	1.00	--
Fatal and Injury (FI)	--	--	--	--	--	--	1.00	--

Urban and Suburban Predictive Methods

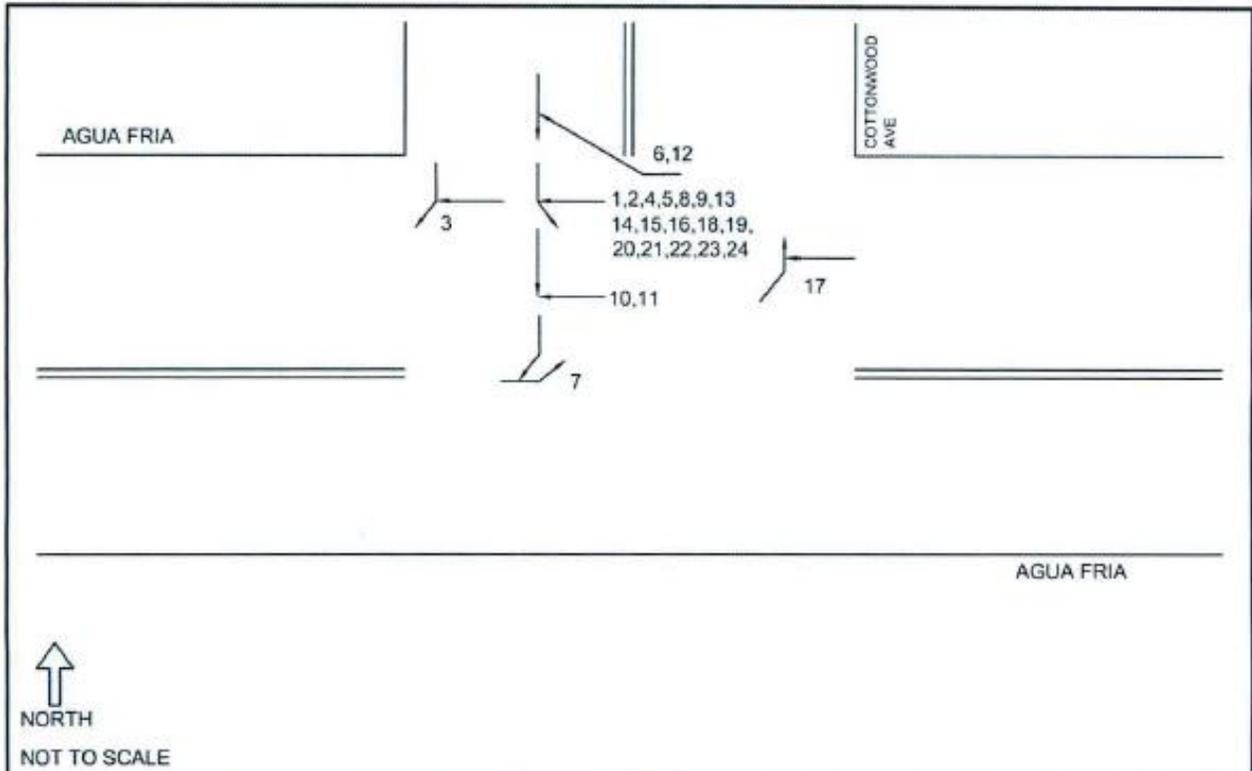
Worksheet 2J – Vehicle-Bicycle Collisions for Urban and Suburban Arterial Intersections						
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Crash Severity Level	Predicted $N_{b,inv}$	Predicted $N_{b,sv}$	Predicted N_{bi}	f_{bikel}	Calibration factor, C_i	Predicted N_{bikel}
	(9) from Worksheet 2C	(9) from Worksheet 2E	(2) + (3)	from Table 12-17		
Total	0.357	0.160	0.517	0.016	1.00	0.008
Fatal and injury (FI)	--	--	--	--	1.00	0.008

Worksheet 2K – Crash Severity Distribution for Urban and Suburban Arterial Intersections			
(1)	(2)	(3)	(4)
Collision type	Fatal and injury (FI)	Property damage only (PDO)	Total
	(3) from Worksheet 2D and 2F; (7) from 2G or 2I and 2J	(5) from Worksheet 2D and 2F; (7) from 2G or 2I and 2J	(6) from Worksheet 2D and 2F; (7) from 2G or 2I and 2J
MULTIPLE-VEHICLE			
Rear-end collisions (from Worksheet 2D)	0.049	0.106	0.155
Head-on collisions (from Worksheet 2D)	0.005	0.006	0.011
Angle collisions (from Worksheet 2D)	0.040	0.063	0.103
Sideswipe (from Worksheet 2D)	0.015	0.010	0.025
Other multiple-vehicle collision (from Worksheet 2D)	0.008	0.056	0.064
Subtotal	0.117	0.241	0.358
SINGLE-VEHICLE			
Collision with parked vehicle (from Worksheet 2F)	0.000	0.000	0.000
Collision with animal (from Worksheet 2F)	0.000	0.002	0.002
Collision with fixed object (from Worksheet 2F)	0.040	0.090	0.130
Collision with other object (from Worksheet 2F)	0.005	0.010	0.015
Other single-vehicle collision (from Worksheet 2F)	0.002	0.002	0.004
Single-vehicle noncollision (from Worksheet 2F)	0.005	0.003	0.008
Collision with pedestrian (from Worksheet 2G or 2I)	0.011	0.000	0.011
Collision with bicycle (from Worksheet 2J)	0.008	0.000	0.008
Subtotal	0.071	0.107	0.178
Total	0.188	0.348	0.536

Worksheet 2L – Summary Results for Urban and Suburban Arterial Intersections	
(1)	(2)
Crash severity level	Predicted average crash frequency, $N_{predicted,Int}$ (crashes/year)
Total	(Total) from Worksheet 2K 0.5
Fatal and injury (FI)	0.2
Property damage only (PDO)	0.3

EXHIBIT H: COLLISION DIAGRAM – AGUA FRIA / COTTONWOOD AVE.

COLLISION DIAGRAM -- COTTONWOOD AVE @ AGUA FRIA ST NM 588, 2006-2011



CRASH TYPE				EPDO:	ROAD SURFACE (R/S):
REAR-END		SIDE SWIPE		1 = Property Damage Only	1 = Dry
ANGLE		OUT OF CONTROL		5 = Injury	2 = Wet
HEAD-ON		OVERTURNED		10 = Fatality	3 = Snowy
TURNING MOVEMENT		PEDESTRIAN/ BICYCLE			4 = Icy
BACKING		PARKED VEHICLE			5 = Unknown
HIT FIXED OBJECT					
				WEATHER CONDITIONS (W/C):	LIGHT CONDITIONS (L/C):
				1 = Clear	1 = Daylight
				2 = Foggy	2 = Dawn or Dusk
				3 = Cloudy	3 = Darkness - Road Lighted
				4 = Rain	4 = Darkness - Road Unlighted
				5 = Snow	5 = Unknown
				6 = Sleet	
				7 = Unknown	
				* Indicates Alcohol Involvement	

#	DATE	DAY	TIME	EPDO	R/S	W/C	L/C	#	DATE	DAY	TIME	EPDO	R/S	W/C	L/C
1	3/17/2006	Fri	6:48 PM	5	1	1	3	15	10/9/2009	Fri	3:19 PM	5	1	1	1
2	5/31/2006	Wed	8:26 AM	1	1	1	1	16	10/14/2009	Wed	3:07 PM	1	1	1	1
3	7/26/2006	Wed	4:41 PM	1	1	1	1	17	1/15/2010	Fri	1:49 PM	1	1	1	1
4	8/25/2006	Fri	8:14 PM	1*	1	1	1	18	4/30/2010	Fri	3:01 PM	5	1	1	1
5	11/23/2006	Thu	7:39 AM	1	1	1	1	19	5/16/2010	Sun	3:08 PM	5	1	1	1
6	11/30/2006	Thu	7:42 AM	1	1	1	1	20	8/26/2010	Thu	6:46 AM	1	1	1	1
7	9/3/2007	Mon	2:16 PM	1	1	1	1	21	10/26/2010	Tues	5:55 PM	1	1	1	1
8	10/9/2007	Tues	10:11 AM	5	1	1	1	22	4/27/2011	Wed	2:51 PM	1	1	1	1
9	10/9/2007	Tues	7:05 PM	5	1	1	4	23	5/20/2011	Fri	1:25 PM	5	1	1	1
10	12/14/2007	Fri	12:54 PM	1	1	1	1	24	7/27/2011	Wed	2:46 PM	1	1	1	1
11	12/29/2007	Sat	4:42 PM	1	1	1	1								
12	4/12/2008	Sat	7:17 PM	1*	1	1	1								
13	9/3/2008	Wed	6:45 PM	1	1	1	1								
14	3/4/2009	Wed	6:59 PM	1	1	1	1								

EXHIBIT I: AGUA FRIA / COTTONWOOD INTERSECTION PICTURES



