The City of Santa Fe seeks a detailed proposal for professional engineering design services for ‘18/09/RFQ Stormwater Management, Santa Fe River Repairs & Bank Improvements @ La Joya Street (downstream from Ricardo Bridge). The project area is located at Latitude 35°40’40.20"N and Longitude 105°58’34.57"W, running appx. 250’ – 350’ along the river and adjoining banks. The Southside bank has become increasingly incised and erosive. Low-impact development engineering to work in coordination with existing structures is preferred. Proposals should include evaluation of adjacent grade control and infiltration rundowns for repairs. Please see attached map and photos.

All local, state, and federal codes and regulations are applicable. The design proposal shall include all proposed design and permitting fees that may be required to bring the work to construction, including coordination with other regulatory agencies (USACOE, EPA, etc) that may be required. All work related to verifying ROW, existing drainage easements, etc. shall also be included. Proposals should include copies of General Commercial Liability, Worker’s Compensation Liability and Professional Liability.

**Evaluation Committee Members**

The committee may consist of representatives from the following departments/divisions:

1. Public Works Department
   a. Storm Water Division Representative
   b. Streets and Drainage Division Representative
   c. Roadway and Trails Engineering Division
2. Public Utilities Department
3. Parks Division Representative
4. Finance Department Purchasing Division or Representative

Please see attached evaluation form.

**River, Watershed & Trails will be available to meet and answer any questions at the site (meeting site to be along the paved trail at Del Rio & Santa Fe River Road – off West Alameda) at 1:30 pm, November 1, 2017.**

If interested, please return a proposal to Melissa McDonald, mamcdonald@santafenm.gov or 500 Market Street Station Suite 200 by close of business, **Monday, November 7, 2017.**
FOR RFQ PURPOSES--SAMPLE

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. **SCOPE OF SERVICES**

   A. The Contractor shall provide the services for the City with regard to the _______________________(the “Project”), in conjunction with EXHIBIT “A”, attached hereto and made a part thereof.

   B. The City shall issue to the Contractor a written authorization to proceed for each project assignment or task. If the times for completion of any project assignment or task are exceeded for reasons beyond the control of the Contractor, then the parties may agree to amend the schedule to extend the time within which Contractor shall complete the project or phase thereof.

2. **STANDARD OF PERFORMANCE; LICENSES**

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

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

3. **COMPENSATION**

   A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed ______________________excluding of applicable gross receipts taxes in total for the term of this agreement.
B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and in accordance with the Unit Rate Schedule, as described in EXHIBIT “B”, attached hereto and made a part thereof. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on ___________2018, which is two years hence from the date of signature, unless terminated sooner pursuant to Article 6 below. The term and effective date is amendable by the mutual agreement of both parties pursuant to Article 18 below.

6. TERMINATION

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

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

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

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

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

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

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

8. **CONFIDENTIALITY**

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

9. **CONFLICT OF INTEREST**

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

10. **ASSIGNMENT; SUBCONTRACTING**

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

11. RELEASE

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

12. INSURANCE

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

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

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

13. **INDEMNIFICATION**

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

14. **NEW MEXICO TORT CLAIMS ACT**

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

15. **THIRD PARTY BENEFICIARIES**

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

16. **RECORDS AND AUDIT**

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

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

18. **AMENDMENT**

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

19. **SCOPE OF AGREEMENT**

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

20. **NON-DISCRIMINATION**

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

21. **SEVERABILITY**

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

22. **NOTICES**

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

City of Santa Fe

River & Watershed coordinator
Attn: Melissa A. McDonald
P.O. Box 909
Santa Fe, New Mexico 87504-0909

Contractor:

23. **EXHIBITS**

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

Exhibit A – Scope of Work

Exhibit B – Unit Rate Schedule

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

CITY OF SANTA FE:  

CONTRACTOR:

BRIAN K. SNYDER, CITY MANAGER  

NAME & TITLE

DATE:_________________________  

DATE:_________________________

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
APPROVED AS TO FORM:


dated 10/24

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, FINANCE DIRECTOR

____________________________________
Business Unit/Line Item
APPENDIX A

SCOPE OF SERVICES

The City of Santa Fe seeks a detailed proposal for professional engineering services for Stormwater Management, Santa Fe River Repairs & Bank Improvements @ La Joya Street (downstream from Ricardo Bridge). The project area is located at Latitude 35°40'40.20"N and Longitude 105°58'34.57"W, running appx 250’ – 350’ along the river and adjoining banks. The southside bank has become increasingly incised and erosive. Proposals should include evaluation of adjacent grade control and infiltration rundown for repairs. Please see attached map and photos.

All local, state, and federal codes and regulations are applicable. Work associated with obtaining permits shall be included in the proposal costs.

Exhibit B - Unit Rate Structure
The contractor selection will be based upon evaluation of the proposal and firm relative to the evaluation criteria.

<table>
<thead>
<tr>
<th>Proposal Component</th>
<th>Weighted Value</th>
<th>Evaluation Points (1=low, 10 = high)</th>
<th>Total Score</th>
<th>Max Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Knowledge of Local Conditions:</strong> Familiarity with local neighborhood issues, project sites, local design and construction practices, existing city design standards in the area; Familiarity with the City of SF Public Works, environmental and regulatory requirements;</td>
<td>25</td>
<td></td>
<td></td>
<td>250</td>
</tr>
<tr>
<td><strong>Experience, Organization and Staff:</strong> Organization has demonstrated history of providing relevant services safely and of good quality; Staff/team members possess relevant skills and experience and past collaboration.</td>
<td>25</td>
<td></td>
<td></td>
<td>250</td>
</tr>
<tr>
<td><strong>Project Approach:</strong> Thoroughness of the team’s approach to ensure that the work and the integration of the design and construction address the City’s goals. Consider the value of the overall fee.</td>
<td>30</td>
<td></td>
<td></td>
<td>300</td>
</tr>
<tr>
<td><strong>Overall Quality of Proposal:</strong> Is the proposal conveyed clearly and well. Proposal conveys a deep understanding of the original design and current problem to be corrected.</td>
<td>20</td>
<td></td>
<td></td>
<td>200</td>
</tr>
</tbody>
</table>

**Total Score (max score 1000):**