

**LEA COUNTY  
STATE OF NEW MEXICO**



**REQUEST FOR PROPOSALS  
RFP 04 – (22-23)**

**ON-CALL CIVIL ENGINEERING LEA COUNTY**

**COMMODITY CODE: 92517**

**LEA COUNTY PURCHASING  
100 N. MAIN, STE. 11  
LOVINGTON, NM 88260**

**Kelli Ferguson, Procurement Officer  
Ph. 575-396-8610**

**Email: [kferguson@leacounty.net](mailto:kferguson@leacounty.net)**

**Issued: October 11, 2022**

**Proposal Due Date: November 3, 2022**

**THIS PAGE INTENTIONALLY BLANK**

## Table of Contents

|  |           |
|--|-----------|
| <b>I. INTRODUCTION</b> .....   | <b>5</b>  |
| A. PURPOSE OF THIS REQUEST FOR PROPOSALS.....                            | 5         |
| B. SUMMARY SCOPE OF WORK.....  | 5         |
| C. CHIEF PROCUREMENT OFFICER.....  | 5         |
| D. DEFINITION OF TERMINOLOGY.....  | 6         |
| E. PROCUREMENT LIBRARY.....  | 8         |
| <b>II. CONDITIONS GOVERNING THE PROCUREMENT</b> .....                    | <b>8</b>  |
| A. SEQUENCE OF EVENTS.....   | 8         |
| B. EXPLANATION OF EVENTS.....  | 8         |
| 1. Issue RFP.....  | 8         |
| 2. Return of "Acknowledgment of Receipt" Form for Distribution List..... | 9         |
| 3. Site Visit and Pre-Proposal Conference – Not Applicable.....          | 9         |
| 4. Deadline to submit written questions.....                             | 9         |
| 5. Response to written questions/RFP Amendments.....                     | 9         |
| 6. Submission of Proposal.....   | 9         |
| 7. Proposal Evaluation.....  | 10        |
| 8. Notification of Finalists.....  | 10        |
| 9. Best and Final Offers.....  | 10        |
| 10. Oral Presentations.....  | 10        |
| 11. Contract Negotiations.....   | 10        |
| 12. Contract Award.....  | 10        |
| 16. Protest Deadline.....  | 12        |
| C. GENERAL REQUIREMENTS.....   | 12        |
| 1. Acceptance of Conditions Governing the Procurement.....               | 12        |
| 2. Incurring Cost.....   | 12        |
| 3. Prime Contractor Responsibility.....                                  | 13        |
| 4. Subcontractors.....   | 13        |
| 5. Amended Proposals.....  | 13        |
| 6. Offerors' Rights to Withdraw Proposal.....                            | 13        |
| 7. Proposal Offer Firm.....  | 13        |
| 8. Disclosure of Proposal Contents.....                                  | 13        |
| 9. No Obligation.....  | 14        |
| 10. Termination.....   | 14        |
| 11. Sufficient Appropriation.....  | 14        |
| 12. Legal Review.....  | 14        |
| 13. Governing Law.....   | 14        |
| 14. Basis for Proposal.....  | 14        |
| 15. Contract Terms and Conditions.....                                   | 14        |
| 16. Offeror's Terms and Conditions.....                                  | 15        |
| 17. Contract Deviations.....   | 15        |
| 18. Offeror Qualifications.....  | 15        |
| 19. Right to Waive Minor Irregularities.....                             | 15        |
| 20. Change in Contractor Representatives.....                            | 15        |
| 21. Notice.....  | 16        |
| 22. County Rights.....   | 16        |
| 23. Right to Publish.....  | 16        |
| 24. Ownership of Proposals.....  | 16        |
| 25. Ambiguity, Inconsistency or Errors in RFP.....                       | 16        |
| 26. Competition.....   | 16        |
| 27. Confidentiality.....   | 16        |
| 28. Electronic mail address required.....                                | 16        |
| 29. Use of Electronic Versions of this RFP.....                          | 17        |
| <b>III. RESPONSE FORMAT AND ORGANIZATION</b> .....                       | <b>17</b> |
| A. NUMBER OF RESPONSES.....  | 17        |
| B. NUMBER OF COPIES.....   | 17        |

|  |                     |
|--|---------------------|
| C. PROPOSAL FORMAT .....   | 17                  |
| <b>IV. SPECIFICATIONS .....</b>  | <b>18</b>           |
| A. DETAILED PROJECT DESCRIPTION.....   | 18                  |
| B. SCHEDULE.....   | 19                  |
| C. BASIC SERVICES COMPENSATION.....  | 19                  |
| D. RESIDENT BUSINESS PREFERENCE.....   | 19                  |
| E. RESIDENT VETERAN BUSINESS PREFERENCE.....   | 20                  |
| <b>V. SUBMITTAL REQUIREMENTS/EVALUATION.....</b>   | <b>20</b>           |
| A. EVALUATION POINT SUMMARY .....  | 20                  |
| B. EVALUATION PROCESS .....  | 21                  |
| C. SELECTION PROCESS.....  | 21                  |
| D. MANDATORY REQUIREMENTS .....  | 21                  |
| E. EVALUATION CRITERIA.....  | 21                  |
| 1. Letter of Transmittal <i>0 Points – Pass/Fail Only</i> .....  | 22                  |
| 2. Standards Compliance <i>0 POINTS – PASS/FAIL ONLY</i> .....   | 22                  |
| 3. Specialized Design and Technical Competence of the business, including a joint venture or association, regarding the type of services required:.....  | <b>30 POINTS</b> 23 |
| 4. Capacity and Capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations: <b>25 POINTS</b> ..... | 24                  |
| 5. Past Record of Performance with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules: <b>20 POINTS</b> .....                                       | 24                  |
| 6. Familiarity with Lea County and proximity to and/or familiarity with the area in which the potential projects under this contract will be located: <b>10 POINTS</b> .....   | 24                  |
| 7. Amount of Work to be Done in New Mexico by a New Mexico business within this state: <b>10 POINTS</b> .....  | 24                  |
| 8. Volume of Work previously done: <b>5 POINTS</b> .....   | 24                  |
| <b>APPENDIX A.....</b>   | <b>26</b>           |
| ACKNOWLEDGEMENT OF RECEIPT FORM.....   | 26                  |
| <b>APPENDIX B, EXHIBIT I.....</b>  | <b>27</b>           |
| <u>SCOPE OF SERVICES AND DUTIES OF THE ENGINEER</u> .....  | 27                  |
| <b>APPENDIX B, EXHIBIT II.....</b>   | <b>41</b>           |
| MINIMUM FIELD SURVEY REQUIREMENTS .....  | 41                  |
| <b>APPENDIX B, EXHIBIT III.....</b>  | <b>43</b>           |
| MINIMUM DESIGN CRITERIA .....  | 43                  |
| <b>APPENDIX B, EXHIBIT IV.....</b>   | <b>46</b>           |
| FEES .....   | 46                  |
| <b>APPENDIX B, EXHIBIT V.....</b>  | <b>48</b>           |
| TASK ORDER FORM .....  | 48                  |
| <b>APPENDIX C.....</b>   | <b>51</b>           |
| <b>MASTER PROFESSIONAL CIVIL ENGINEERING SERVICES AGREEMENT .....</b>  | <b>51</b>           |
| <b>APPENDIX D.....</b>   | <b>62</b>           |
| LETTER OF TRANSMITTAL FORM.....  | 62                  |
| <b>APPENDIX E.....</b>   | <b>63</b>           |
| CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....   | 63                  |
| <b>APPENDIX F.....</b>   | <b>66</b>           |
| RESIDENT VETERANS PREFERENCE CERTIFICATION .....   | 66                  |

## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The County of Lea, in accordance with Section 13-1-154.1, NMSA (2013) desires to establish multiple source on-call price agreements for professional Civil Engineering Services.

All potential Offerors are encouraged to read this Request for Proposals carefully, especially mandatory requirements. It is the intent of the County to issue a multiple award in order to establish a pool of qualified firms for future projects. Each of the qualified firms will enter into a Master Agreement with the County that will allow "Task Orders for Professional Services" to be negotiated on a per project basis. A sample of the anticipated Task Order Form for Professional Services is included as Appendix B, Exhibit V.

### **B. SUMMARY SCOPE OF WORK**

Engineering Services may consist of, but are not limited to, technical services, engineering and related project services to complete the design and construction of various Public Works projects from design analysis reports up to and including construction bid award and construction phase activities. The consultant will provide the following types of professional services including but not limited to planning, design, surveying, right-of-way mapping, drainage design, geotechnical engineering, hydrology/hydraulics, roadway design, traffic engineering, sanitary sewer design, water line design, construction management and any other engineering services needed to complete the project. Specific duties may include, but are not limited to, technical support, surveying, drafting using the latest Computer Aided Design and Drafting (CADD) software packages, geotechnical investigations and testing, pot holing, environmental services, cultural resource studies, construction phase assistance, electrical and mechanical engineering analysis, drainage reports, and inspection services. This category may be utilized for design studies, construction plans, drainage reports, and County ordinance revisions.

Inspection services will consist of providing construction inspectors for utility, roadway, bridge, or other Public Works type construction. The firm should list qualifications of their inspectors, such as American Concrete Institute (ACI), New Mexico Department of Transportation Technician Training and Certification Program (TTCP), and/or American Traffic Safety Services Association (ATSSA) and the type of work completed by firm.

Specific project types may include water utility, wastewater utility (gravity and vacuum sewer), drainage, roadways, bridges, bicycle and pedestrian trails, parking lots, and other miscellaneous Public Works Projects. Engineer will need to be qualified in all aspects of these aforementioned projects. Projects may range up to 10 million dollars in construction costs.

The County also reserves the right to modify, by addition or deletion, the Scope of Services in whole or in part at any time during the procurement of the design team or during the course of the Project.

### **C. CHIEF PROCUREMENT OFFICER**

The County of Lea has designated a County Purchasing Agent who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the County Purchasing Agent in writing. Offerors may contact ONLY the County Purchasing Agent regarding the procurement.

Other County employees do not have the authority to respond on behalf of the County of Lea.

**Kelli Ferguson, Purchasing Agent**  
Lea County Purchasing

|   |  |
|---|--|
| <u>Delivery Address (Including proposal delivery):</u><br>100 N Main., Suite 11, Fourth Floor //<br>Lovington, NM 88260 | <u>Mailing Address:</u><br>100 N Main., Suite 11 // Lovington, NM<br>88260 |
|---|--|

Phone: (575) 396-8610

Fax: (575) 396-1127

E-mail: [kferguson@leacounty.net](mailto:kferguson@leacounty.net)

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Kelli Ferguson's Delivery Address, above.

**D. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the county are vested and who are responsible for the proper and efficient administration of the county government.

"Chief Procurement Officer" (also "CPO") means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"County" means the County of Lea, State of New Mexico.

"Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor (as opposed to a "mandatory" item or factor).

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Chief Procurement Officer and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor (as opposed to a "desirable" item or factor). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Page" means one (1) side of an 8 ½ X 11 inch sheet of paper. One (1) 8 ½ X 11 inch sheet of paper printed on both sides constitutes two (2) pages. (See, however, Section III.C for the one exception to the 8 ½ X 11 inch page size limitation.)

"Procuring agency of the County" means the department or other subdivision of the County of Lea that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Lea Purchasing Office or the Lea County Chief Procurement Officer.

"Purchasing Agent" or "PA" means the Chief Procurement Officer for the County of Lea.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express, affirmative statement by the Offeror in their proposal, that they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE] Company agrees to comply with this requirement.", "The [NAME HERE] Company concurs with this requirement." and "The [NAME HERE] Company agrees to participate as required."

## E. PROCUREMENT LIBRARY

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and the Lea County Procurement Policy.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

### A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

| <b>ACTION</b>   | <b>RESPONSIBILITY</b>           | <b>DATE</b>                                   |
|---|---------------------------------|---|
| 1. Issue RFP  | Chief Procurement Officer (CPO) | October 11, 2022                              |
| 2. Return of "Acknowledgment of Receipt" Form for Distribution List | Potential Offerors (PO)         | October 18, 2022 - 5:00 p.m. (MDT/MST)        |
| 3. Deadline to Submit Questions                                     | PO                              | October 20, 2022 - 5:00 p.m. (MDT/MST)        |
| 4. Response to Written Questions/ RFP Amendments                    | CPO                             | October 26, 2022 - 1:00 p.m. (MDT/MST)        |
| <b>6. Submission of Proposal</b>                                    | <b>Offerors</b>                 | <b>November 3, 2022 - 2:00 p.m. (MDT/MST)</b> |
| 7. Proposal Evaluation  | Evaluation Committee (EC)       | November 7, 2022                              |
| 8. Notification of Finalists (If desired)                           | EC                              | To Be Determined                              |
| 9. Best & Final Offer (If requested)                                | Offerors                        | To Be Determined                              |
| 10. Oral Presentations (If requested)                               | Offerors                        | To Be Determined                              |
| 11. Contract Negotiations (If needed)                               | Tentative winner/County         | To Be Determined                              |
| 12. Contract Award*   | Purchasing Agent/BCC*           | November 17, 2022                             |
| 13. Protest Deadline  | Offerors                        | December 1, 2022                              |
| <b>Start of Performance</b>   |                                 | Estimated December 1, 2022                    |
|   |                                 |   |

\*Contract award is subject to approval of the Board of County Commissioners.

### B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

#### 1. Issue RFP



This RFP is being issued by the Lea County Chief Procurement Officer on behalf of Lea County Public Works Department.

## 2. Return of "Acknowledgment of Receipt" Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the attention of Kelli Ferguson, Chief Procurement Officer, by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

## 3. Site Visit and Pre-Proposal Conference – Not Applicable

## 4. Deadline to submit written questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 5:00 PM MDT/MST on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the County Purchasing Agent (See Section I, Paragraph C.)

## 5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Lea County Purchasing Office web site [Requests for Proposals \(leacounty.net\)](http://Requests for Proposals (leacounty.net)) via the Purchasing Department/ link. Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

## 6. Submission of Proposal

**OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE COUNTY PURCHASING AGENT OR DESIGNEE NO LATER THAN 2:00 PM (MDT/MST) ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the County Purchasing Agent at the delivery address listed in Section I, Paragraph C. Proposals must be sealed and labeled on the outside of the

package to clearly indicate that they are in response to the "Lea County Civil Engineering" RFP and should reference "RFP 4 - (22-23)." Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

#### 7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the County Purchasing Agent may at his/her option may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; please note proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

#### 8. Notification of Finalists

The Evaluation Committee may select and the Chief Procurement Officer may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

#### 9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

#### 10. Oral Presentations

Finalists may be required to attend and participate in an oral presentation on the date(s) indicated in Section II.A (Sequence of Events), above.

#### 11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

#### 12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will authorize the award of contracts on the date indicated in Section II.A (Sequence of Events), above.

This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

Any contract awarded shall be awarded to the Offeror(s) whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP.

### 13. Multiple Award

The County reserves the right to issue multiple awards. The firms with the highest overall ranking from the shortlist after interviews, if applicable, will be recommended for award.

The selected firms will be submitted to the County Commission for approval of award for the applicable categories of work. The County will then enter into single Master Professional Civil Engineering Services Agreement.

When professional services are required for a "specific project," the following procedures shall apply:

Requested firm(s) awarded under this RFP may be required to submit a two (2) page supplemental proposal to Lea County. The supplemental proposal will describe the firm's technical approach, key personnel qualifications and experience, and capability to perform within the County's required timeframes. Lea County will evaluate the supplemental proposal submitted by the awarded firm(s) for that specific project to enter into a Professional Services Agreement.

### 14. Task Order Negotiations

The County shall negotiate with selected firms on a per project basis. Negotiations shall be based upon man-hour estimates and progress schedule submitted as part of the negotiation process. If agreement on terms can be reached, the County Public Works Division shall prepare a Task Order for Professional Services for approval. If agreement cannot be reached within a reasonable time, the County shall terminate negotiations with that firm, and begin negotiations with the next firm with the best qualifications /experience for that specific project. This process will continue until a Task Order for Professional Services has been negotiated or the County may choose to terminate negotiations.

### 15. Approval of Task Order for Professional Services

All Task Orders for Professional Services shall require the written authorization of the Chief Procurement Officer and the County Manager. Task Orders for Professional Services can be issued up to four (4) years from the date of the Master Agreement.

Completion of Task Orders for Professional Services may not exceed four (4) years from the date that the Task Order is approved.

#### 16. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Lea County Procurement Policy. The fifteen (15) day protest period for the submittal of a timely protest shall begin on the day following the contract award and will end at 5:00 PM (MDT/MST) on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Chief Procurement Officer:

Lea County Purchasing  
Attn. Kelli Ferguson, Purchasing Agent  
100 N. Main, Suite 11  
Lovington, New Mexico 88260

NOTE: Protests received after the deadline will not be accepted.

#### 17. Term:

The term of any resultant price agreement shall be for one (1) year. The County reserves the right to extend awarded price agreements, on an annual basis (or any portion thereof) and by mutual agreement, for up to three (3) additional years. Under no circumstances will the term of an awarded price agreement, including any extensions thereto, exceed four (4) years. **This procurement may result in a multiple source award.** Contractor performance will begin on or about December 1, 2022.

### C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Lea County Procurement Policy.

#### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

#### 2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

### 3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

### 4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

### 6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Chief Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

### 8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products

offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

#### 9. No Obligation

This procurement in no manner obligates Lea County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

#### 10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

#### 11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

#### 12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Chief Procurement Officer.

#### 13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

#### 14. Basis for Proposal

Only information supplied by the County in writing through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

#### 15. Contract Terms and Conditions

The contract between the County and the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix C. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

#### 16. Offeror's Terms and Conditions

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix C, that Offeror must include proposed specific alternative language with the RFP submittal. Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

#### 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

#### 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

#### 19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### 20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

## 21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

## 22. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

## 23. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offeror's and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

## 24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

## 25. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Chief Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

## 26. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

## 27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP 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 County of Lea.

## 28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.



## 29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

#### B. NUMBER OF COPIES

Offerors shall deliver four (4) identical copies and one (1) electronic version (flash drive) of their proposal to the location specified in Section I, Paragraph C on or before the closing date and time for receipt of proposals. *(Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for four (4) identical copies would be fulfilled by submitting the original and three [3] copies of the original.)* The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures

#### C. PROPOSAL FORMAT

The proposal must be limited in format and length. Format will be 8-1/2 inch x 11 inch, with fold-out sheets allowed up to 11 inch x 17 inch in size. All fold-out sheets, up to a maximum of 11 inch x 17 inch sheets, will be counted as two (2) pages and shall be labeled as such. Length of the proposal shall be limited to a maximum number of pages per Category as shown below (printed sheet faces) of text and/or graphic material for project proposals. Text shall be of font size no smaller than 10 point using font type Times New Roman or equivalent. Any questions regarding format requirements shall be directed to the Procurement Manager prior to submittal of documents. The proposal shall clearly identify each Category within the proposal that the Offeror is applying for.

A maximum of 12 pages apply to Evaluation Criteria 3 through 8.

Material excluded from the maximum number count of pages shall include and shall be limited to:

1. Front cover (blank on back side)
2. Letter Transmittal Form
3. Insurance
4. Capacity & Agreement to Perform
5. Property Tax Obligation
6. Resident Business Preference Certificate
7. Resident Veteran Preference Certificate

8. Resident Veteran Preference Certification Form
9. Campaign Contribution Disclosure Form
10. Table of Contents (one page maximum)
11. Divider pages (blank except for title information)
12. Back cover (blank on one side)

**NOTE:** Any sheets or pages included in the proposal response, but not specifically excluded, as noted above, shall be counted towards the maximum shown above.

#### **D. PROPOSAL ORGANIZATION**

All pages must be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and must be numbered as such. Proposals shall be organized in such a manner that mandatory and technical submittal requirements are clearly identified. Tabs delineating the various submittal requirements may be helpful.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

\*Offerors may attach other material that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and will be counted towards the maximum allowance shown above.

### **IV. SPECIFICATIONS**

#### **A. DETAILED PROJECT DESCRIPTION**

1. The purpose and intent of this Request For Proposals is to establish multiple awards for on-call, as needed, professional Civil Engineering Services. It is the intent of the County to issue multiple awards for each category of services identified within this RFP in order to establish a pool of qualified firms for future projects.

##### Civil Engineering Services

The Contractor shall provide the following types of professional services including but not limited to planning, design, surveying, right-of-way mapping, drainage design, geotechnical engineering, hydrology/hydraulics, roadway design, traffic engineering, sanitary sewer design, water line design, construction management and any other engineering services needed to complete the project. Specific duties may include, but are not limited to, technical support, surveying, drafting using the latest Computer Aided Design and Drafting (CADD) software packages, geotechnical investigations and testing, pot holing, environmental services, cultural resource studies, construction phase assistance, electrical and mechanical engineering analysis, drainage reports, and inspection services. This category may be

utilized for design studies, construction plans, drainage reports, and County ordinance revisions.

Inspection services will consist of providing construction inspectors for utility, roadway, bridge, or other Public Works type construction. The firm should list qualifications of their inspectors, such as American Concrete Institute (ACI), New Mexico Department of Transportation Technician Training and Certification Program (TTCP), and/or American Traffic Safety Services Association (ATSSA).

The County also reserves the right to modify, by addition or deletion, the Scope of Services in whole or in part at any time during the procurement of the design team or during the course of the Project.

2. Coordination with other local, state and federal agencies shall be required.
3. Detailed requirements are defined in the following documents:

- Appendix B – Exhibit I – Scope of Services and Duties of Engineer
- Appendix B – Exhibit II – Minimum Field Survey Requirements
- Appendix B – Exhibit III – Minimum Design Criteria
- Appendix B – Exhibit IV – Fees
- Appendix B – Exhibit V – Task Order Form

## **B. SCHEDULE**

Note, a schedule of proposed design activities with milestones will be required for each Task Order for Professional Services, but is not required for the proposal submittal.

## **C. BASIC SERVICES COMPENSATION**

Basic services compensation and fee schedules for the firms who are selected to provide the proposed professional services shall be negotiated with Lea County.

## **D. RESIDENT BUSINESS PREFERENCE**

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

## E. RESIDENT VETERAN BUSINESS PREFERENCE

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

## V. SUBMITTAL REQUIREMENTS/EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the requirements of this RFP, will be used in the evaluation of individual proposal submittals.

| REF.         | MANDATORY REQUIREMENTS  | POINTS AVAIL. |
|--------------|---|---------------|
| V.E.1        | Letter of Transmittal Form  | 0*            |
| V.E.2        | Standards Compliance  | 0*            |
|              | Insurance   | 0*            |
|              | Capability and Agreement to Perform   | 0*            |
|              | Property Tax Obligations  | 0*            |
|              | Campaign Contribution Disclosure Form   | 0*            |
|              | Resident Veteran Preference Certification Form  | 0*            |
| V.E.3        | Specialized Design and Technical Competence of the business, including a joint venture or association, regarding the type of services required  | 30            |
| V.E.4        | Capacity and Capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations | 25            |
| V.E.5        | Past Record of Performance with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules                                       | 20            |
| V.E.6        | Familiarity with Lea County and proximity to and/or familiarity with the area in which the potential projects under this contract will be located   | 10            |
| V.E.7        | Amount of Work to be Done in New Mexico by a New Mexico business within this state  | 10            |
| V.E.8        | Volume of Work previously done for the entity requesting proposals which is not seventy-five percent (75%) complete with respect to basic professional design services  | 5             |
| <b>TOTAL</b> |   | <b>100</b>    |

\*Pass/Fail only.

## **B. EVALUATION PROCESS**

1. Initial Review: All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.
2. Clarifications: The County Purchasing Agent may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. Other Information Sources: The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Resident Preferences: 13-1-21 NMSA 1978 provides for preference for resident businesses and contractors and veteran owned businesses under certain conditions. If applicable, the preference will be provided to those Offerors that have provided the proper documentation to qualify for the preference (see Sections IV.D, IV.E and Appendix F).
5. Scoring and Contract Award Recommendation: Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

## **C. SELECTION PROCESS**

On the basis of the evaluation criteria established in this RFP, the Selection Advisory Committee shall submit to the Purchasing Department a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Department on behalf of the Selection Advisory Committee for clarification, oral presentations, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.

## **D. MANDATORY REQUIREMENTS**

Each mandatory requirement in sections V.E.1 & V.E.2, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Note: failure to respond to a mandatory requirement will result in receiving a score of zero (0) for that requirement.

## **E. EVALUATION CRITERIA**

A maximum total of 100 points are possible. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Proposals should reflect the firm's abilities to provide design and engineering services, accomplish civil engineering work to include transportation, roadways, water and sanitary sewer projects, drainage infrastructure,

hydrology/hydraulic modeling, traffic analysis and signalization and surveying services. Information in one criterion may overlap information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used for the purposes of ranking by the Selection Advisory Committee for the proposal and the corresponding point values for each criteria are as follows:

Points will be awarded based on the evaluation factors found in V.E.3 through V.E.8, shown below:

**1. Letter of Transmittal**

**0 Points – Pass/Fail Only**

Proposals must be accompanied by a Submittal Letter Transmittal Form (including Appendix D) signed and dated by an individual authorized to contractually bind the firm. The letter shall contain the following information:

- A. Identifies the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);
- B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations;
- D. Acknowledges receipt of any and all Addendums to this RFP;
- E. By signing the form, the Offeror is explicitly indicating the following:
  1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
  2. A commitment to comply and act in accordance with the following Federal Executive Orders relating to the enforcement of civil rights; New Mexico State Statutes and County of Lea Ordinances regarding enforcement of civil rights; Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; Executive Order No. 11246, Equal Opportunity in Federal Employment; Title 6, Civil Rights Act of 1964; Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
  3. A commitment to comply with Section 74-9-19, NMSA 1978, of the New Mexico Solid Waste Act. Recycled materials will be investigated and incorporated where applicable into the design construction documents, and specifications will encourage the use of recycled materials in construction.
  4. Signature on the form must be from a person authorized to contractually obligate the Offeror.

**2. Standards Compliance**

**0 POINTS – PASS/FAIL ONLY**

Note, a statement of concurrence is required for the following:

- a. Must be a State of New Mexico licensed and board certified Civil Engineer.
- b. Must have a minimum of five (5) years of experience.

- c. Capability and Agreement to Perform. Offeror must certify that they are capable and qualified to provide the products or services required by this RFP and agree to perform the Scope of Work as specified within this RFP.
- d. Insurance. Offeror must agree to provide proof of insurance as follows:
  - Comprehensive General Liability - \$2,000,000 per occurrence, \$2,000,000 General Aggregate
  - Errors and Omissions Insurance covering Professional Staff- \$2,000,000 per occurrence, \$2,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year "tail";
- e. Campaign Contribution Disclosure Form - In accordance with §13-1-191.1, NMSA pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body, Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Lea are BCC Chair Dean Jackson; BCC Vice-Chair Gary Eidson; Commissioners Jonathan Sena, Pat Sims, Rebecca Long and; Assessor Sharla Kennedy; Clerk Keith Manes; Probate Judge Sandra Goad; Sheriff Corey Helton and Treasurer Susan Marinovich.) NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.
- f. Resident Veteran Preference Certification (See Appendix F if applicable)
- g. Property Tax Obligations. Offerors are required to certify that they are not delinquent in the payment of their property tax obligations and that they will not become delinquent in the payment of their property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Bids/Proposals that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration

**3. Specialized Design and Technical Competence of the business, including a joint venture or association, regarding the type of services required: 30 POINTS**

Key personnel qualifications and experience – Describe the qualifications and experience of the key personnel that may be assigned to potential future work such that those qualifications demonstrate prior experience on work of a similar nature. Include the qualifications and experience of the NM Registered Professional Engineer, or licensed professional for non-engineering work, who will be in direct responsible care of the work. Include names of all Sub-contractors expected to be used on potential future projects. Prior experience with Lea County, the Lea County Public Works Division and/or New Mexico Department of Transportation projects shall be noted for each of the individuals or sub-contractors. List applicable experience of the firm. Include the date the firm was established doing business under its current name.

**4. Capacity and Capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations: 25 POINTS**

Technical Approach – Provide a description of the Offeror’s approach to accomplish potential future projects. This description should be in such detail as necessary to demonstrate the firm’s capabilities. An analysis demonstrating the Offeror’s effort to create cost savings, cost deferrals, and/or lower life cycle costs for future projects is encouraged.

Current Workload – Include a personnel loading capacity chart depicting the capacity of the firm vs. calendar months for 12 months for the firm’s projects currently under contract that exceed an average monthly billing of \$5,000.

Provide the amount of design work that will be produced by a New Mexico business within the state. Provide the proximity to or familiarity with the area in which the project is located.

**5. Past Record of Performance with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules: 20 POINTS**

Past Performance – Discuss past performance by the firm on Lea County projects or related work for other agencies/clients of a similar nature. Emphasis on the quality of work, constructability, ability to keep and meet schedules, ability to stay within budget and percent of change orders is desirable.

References – Provide references and/or recommendations by other governmental agencies or clients on work of a directly related nature.

**6. Familiarity with Lea County and proximity to and/or familiarity with the area in which the potential projects under this contract will be located: 10 POINTS**

Describe your firm’s proximity to and/or familiarity with Lea County. Describe any important location and or site issues that could impact Lea County projects; positively or negatively. Describe how your firm typically involves user groups, senior management, community members, etc. in project planning, design and construction.

**7. Amount of Work to be Done in New Mexico by a New Mexico business within this state: 10 POINTS**

Describe the amount of work that will be produced within New Mexico by New Mexico owned and operated businesses.

**8. Volume of Work previously done: 5 POINTS**

Volume of work being done for Lea county which is not seventy-five percent (75%) complete with respect to basic professional design services. The objective is to effect an



equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated.

As of the due date of this Request for Proposals, state the volume of work previously done for Lea County which is not 75% complete with respect to basic professional design services. Points will be determined as follows:

Points will be allotted for this criteria as follows:

|                        |                   |
|------------------------|-------------------|
| \$ 0 to \$ 35,000      | 1 point deducted  |
| \$ 35,000 to \$ 50,000 | 2 points deducted |
| \$ 50,000 to \$100,000 | 3 points deducted |
| \$100,000 to \$150,000 | 4 points deducted |
| \$150,000 and over     | 5 points deducted |

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**Request for Proposal**

**CIVIL ENGINEERING SERVICES**

**LEA COUNTY**

**RFP 4- (22-23)**

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Chief Procurement Officer no later than October 18, 2022.**

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

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

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

**Kelli Ferguson**  
Lea County Purchasing  
100 N. Main, Suite 11  
Lovington, NM 88260  
Phone: (575) 396-8610  
Fax: (575) 396-1127  
E-mail: [kferguson@leacounty.net](mailto:kferguson@leacounty.net)

## APPENDIX B, EXHIBIT I

### SCOPE OF SERVICES AND DUTIES OF THE ENGINEER

The Engineer shall render professional civil engineering services as specified in this EXHIBIT I in conformance with the most current New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction, Lea County's Street and Drainage Standards, American Association of State Highway and Transportation Officials (AASHTO) design guides as adopted by the NMDOT and approved by the Federal Highway Administration (FHWA), and any other applicable standards and regulations or as specified herein. The scope of work for each specific project will be included in the Task Order for Professional Services.

The engineer shall be responsible for all applicable design and pre-construction activity, including, but not limited to the following:

- utility design and relocation design;
- drainage and storm drain design;
- geotechnical engineering and design;
- pavement design;
- traffic design;
- structural design;
- landscape design
- right-of-way studies;
- agency coordination; and
- permit applications (environmental permitting and others as applicable).

1.0 **BASIC SERVICES** - With respect to Basic Services, unless otherwise modified in a Task Order for Professional Services, the Engineer shall be responsible for the following professional and technical services:

1.1 GENERAL

- 1.1.1 Preparation of a design schedule. Scheduling the original organizational meeting. Preparing an agenda for the meeting and preparing minutes of the meeting. Distributing minutes to attendees and others as requested by the County.
- 1.1.2 Conferring with the County to review their objectives and requirements, reviewing any available material provided by the County, and discussing billings, contract data requirements, design criteria, and scheduling.
- 1.1.3 Submitting a billing format, per County guidelines, for approval of Basic Services and Special Services. The Design Fees shall be distributed per the billing format.
- 1.1.4 Coordination with municipalities, the NMDOT, FHWA, is required throughout the project. Coordination with the New Mexico Environment Department (NMED) and the Environmental Protection Agency (EPA) may be required. Other agencies will review deliverables, as appropriate. The Engineer shall assist in the coordination efforts and will modify deliverables as necessary.
- 1.1.5 Coordination with affected utilities such as: Xcel Energy, Lea County Electric, Windstream, Leaco, Zia Natural Gas, NM Gas Company, etc., is also required.
- 1.1.6 Scheduling design group meetings, including meetings for review of design submittals.
- 1.1.7 Preparing agendas for and minutes of all coordination and design meetings, and distributing minutes to attendees and others as requested by the County.
- 1.1.8 Obtaining written approvals from agencies as needed. In the event that the Engineer is not successful in obtaining written approvals, the Engineer shall promptly notify the County, and the County will assist in resolving the matter.
- 1.1.9 For any required formal (written) approvals from agencies, the Engineer shall provide the County with all required data and a draft letter of transmittal.
- 1.1.10 Maintaining the schedule as negotiated by the County and the Engineer, and for providing the County with current schedules.
- 1.1.11 Preparing and maintaining a project schedule on Microsoft project software detailing work elements.

- 1.1.12 Scheduling and attending field visits to the site.
- 1.1.13 The Engineer hereby agrees that promptly upon the execution of the Engineering Services Agreement and written authorization to proceed, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified herein. The County is not liable and will not pay the Engineer for any services rendered before written authorization is received by the Engineer.
- 1.1.14 Because the work of the Engineer must be coordinated with the activities of the County (including firms employed by the County and governmental agencies and subdivisions working with the County), the Engineer shall advise the County in writing and in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.
- 1.2 DESIGN ANALYSIS REPORT – The Design Analysis Report (DAR) shall include the following, as well as all data, findings and conclusions:
  - 1.2.1 A project description and summary. Discussion of engineering criteria and methodology applied to the project. The project design schedule and an estimate of construction time period.
  - 1.2.2 Results of engineering analyses including, but not limited to, hydrology and hydraulics analysis, geotechnical analysis, traffic engineering, and roadway design.
  - 1.2.3 The Engineer shall provide five (5) copies of the Preliminary DAR to the County and attend two (2) meetings with the County.
  - 1.2.4 The Engineer shall revise and submit five (5) final copies of the DAR to the County Project Engineer based on the results of reviews by the County and other agencies.
- 1.3 PRELIMINARY DESIGN SUBMITTAL
  - 1.3.1 Obtain written authorization from the County prior to proceeding with any phase of Preliminary Design.
  - 1.3.2 Collect and review available data on existing conditions and conduct field reconnaissance to include surveys as needed to evaluate engineering and environmental impacts.

- 1.3.3 Develop the roadway alignments and typical sections for the project and define all appropriate Right-of-Way (ROW) acquisitions and easements and/or permits/licenses that will be required.
- 1.3.4 Prepare a preliminary construction cost estimate for the project. New Mexico Gross Receipts Tax (NMGRT) shall be shown as a percentage of the subtotal amount.
- 1.3.5 In conjunction with the County Project Engineer, update the overall project design and construction schedule.
- 1.3.6 Schedule and attend a preliminary utility coordination meeting.
- 1.3.7 On a routine basis, meet with the County Project Engineer to review progress of work and to discuss any problem areas that could delay progress of work. The intent is to resolve any problems or questions as quickly as possible.
- 1.3.8 Submit eight (8) half-size sets of Preliminary design drawings to the County Project Engineer for review and comment. Submit drawings to City Development Review Committee (DRC), as required.
- 1.3.9 Schedule and attend one (1) meeting with County Development Review personnel and one (1) meeting with Lea County, if applicable. Prepare and distribute minutes from the meetings.
- 1.3.10 Submit drawings, specifications, and permits (excluding legal easements) as required to Lea County, NMDOT, and other affected agencies for their review and comment. Review comments with County Project Engineer to determine mutually which comments shall be incorporated into the drawings and specifications, and which comments, if any, are considered to be an Additional Service.

#### 1.4 PRE-FINAL DESIGN SUBMITTAL

- 1.4.1 Obtain written authorization from the County prior to proceeding with any phase of Pre-final design.
- 1.4.2 Incorporate comments from the previous design submittal and utility coordination meeting, and prepare the final designs. Update all engineering calculation data and update the Design Analysis Report.
- 1.4.3 In conjunction with the County Project Engineer, update the project construction schedule.

- 1.4.4 Submit drawings to utility companies and attend a utility coordination meeting.
- 1.4.5 Submit for review and comment to the County Project Engineer a total of eight (8) half size sets of the Pre-Final drawings, specifications, and construction cost estimate.  
Submit drawings to any and all review authorities, as required.
- 1.4.6 Schedule and attend one (1) meeting with the County DR and County Project Engineer and one (1) meeting with the City DRC, if applicable, to review and address the final design comments.
- 1.4.7 If applicable, assist the County in obtaining MRGCD license for project facilities.
- 1.4.8 Submit drawings, specifications, and permits (excluding legal easements) as required to MRGCD, NMDOT, and all other affected agencies for their review and comment.  
Review comments with County Project Engineer to determine mutually which comments shall be incorporated into the drawings and specifications, and which comments, if any, are considered to be an Additional Service.
- 1.4.9 Prepare updated construction estimate.
- 1.4.10 Prepare a traffic control plan for the Project. Coordinate with the Lea County Public Works Division.
- 1.5 FINAL DESIGN (Plans, Specifications & Estimate) AND BID PACKAGE
- 1.5.1 Obtain written authorization from the County prior to proceeding with any phase of Final Design.
- 1.5.2 Incorporate comments from the previous design submittal and utility coordination meeting, and prepare the final designs. Update all engineering calculation data and submit an updated DAR as necessary to make that document reflect final design conditions. Submit five (5) copies of the final DAR to the County Project Engineer.
- 1.5.3 In conjunction with the County Project Engineer, update the project construction schedule.
- 1.5.4 Submit a final set of drawings to utility companies and attend a final utility coordination meeting.
- 1.5.5 Submit for review and comment to the County Project Engineer eight (8) half size sets of the final design working drawings, specifications, and construction cost estimate.  
Submit drawings to City DRC, as required.

- 1.5.6 Attend one (1) meeting with the County DR and County Project Engineer and one (1) meeting with City DRC, if applicable, to review and address the final design comments.
- 1.5.7 Submit final construction contract documents ready for bid within fifteen (15) calendar days from the date of receipt of written comments from the County on the final design and bid package submittal.
- 1.5.8 Development of Construction Documents will include the development of plans and specifications, and other construction documents for the project. Plans will be developed using AutoCAD on 24 inches x 36 inches reproducible media. Construction documents and construction cost estimates will be submitted to Lea County Public Works Division for review. Upon receipt of comments, the construction documents will be finalized. The original construction documents and mylar drawings will be submitted to Lea County Public Works Division. In addition, all construction documents shall also be delivered to the County in an electronic format (CD) at no additional cost. The Engineer shall provide the project's as-built drawings to the Lea County Public Works Division and certify that the drawings substantially depict as-built conditions based upon representations and information provided to the Engineer by the construction contractor and/or Owner provided, however, for those bid items for which the Engineer has full-time project inspection and a part-time resident engineer, the Engineer shall certify the project drawings and as-builts for those bid items.
- 1.5.9 The County shall not provide an extensive detail check of any final plans. Therefore, any errors and/or omissions in the final design and plans will be the full responsibility of the Engineer. In the event that the County is forced to return second checking plans marked-up for errors and omissions not properly corrected by the Engineer and thus requiring subsequent rechecking by the County, the County may charge the Engineer actual reasonable cost of all subsequent checking. These rechecking costs shall be withheld from final payment, but if such costs are in excess of the remaining balance due the Engineer, the Engineer shall be liable for repayment to the County of such excess.

## 1.6 BIDDING PHASE

- 1.6.1 All activities associated with construction document preparation (i.e., bidding documents, issuance of addenda, distribution of construction documents, coordination of and



- attendance at construction conferences, contract negotiations, etc.) will be managed and conducted by the Engineer.
- 1.6.2 Provide clarification of the Contract Documents intent during the bidding process and determine the need for issuance of addenda. Addenda shall be distributed not less than three (3) working days prior to bid opening.
  - 1.6.3 Attend and provide professional services for a pre-bid meeting if one is held.
  - 1.6.4 Prepare and distribute addenda when required. The addenda must be signed by the Engineer and County, as appropriate, prior to distribution. Unless noted otherwise, the Engineer shall be responsible for obtaining all required signatures and maintaining a bidder's log and addenda distribution log.
  - 1.6.5 Prepare and submit a final construction cost estimate no later than five (5) working days prior to the bid opening.
  - 1.6.6 Attend the Bid Opening.
  - 1.6.7 Tabulate and assist the County in evaluating the bids.
  - 1.6.8 Advise the County, when requested, as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the lowest responsive bidder.
  - 1.6.9 Assist the County in obtaining additional information regarding the apparent low bidder's qualifications, should the County request qualification information.
  - 1.6.10 Prepare a recommendation of award letter to the County.

## 1.7 CONSTRUCTION SERVICES

- 1.7.1 On a weekly basis, meet with County Project Engineer.
- 1.7.2 Provide three (3) copies of the formal Contract Documents to the successful bidder for execution.
- 1.7.3 Assist the County in the execution of formal Contract Documents for the construction contractor.
- 1.7.4 Arrange for and conduct the pre-construction Conference. Prepare meeting minutes and make appropriate distribution of the minutes.
- 1.7.5 Review the progress schedule and schedule of shop drawing submittal prepared by construction contractor.

- 1.7.6 Make field visits as needed during construction. Provide clarifications and interpretations of those portions of the Contract Documents prepared by the Engineer. Prepare elementary and supplementary sketches and Change Orders needed by the County to resolve problems due to field conditions encountered other than those involving changes in the scope of the project.
- 1.7.7 Consider and evaluate construction contractor's suggestions for modifications to drawings or specifications and transmit recommendations to the County. Notify the construction contractor of County's decision. Obtain backup material from construction contractor and prepare proposed change orders and field orders.
- 1.7.8 Shop Drawings and Samples Record Keeping:
  - 1.7.8.1 Review of manufacturer's shop drawings of equipment and/or materials proposed for use by the construction contractor when required by the Contract Documents. Record date of receipt of shop drawings and samples of material.
  - 1.7.8.2 Receive samples that are furnished at the site by construction contractor.
  - 1.7.8.3 Advise the construction contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved.
  - 1.7.8.4 Conduct on-site observations of the work in progress in determining if the work is generally proceeding in accordance with the Contract Documents. If the Engineer observes that the work is not proceeding in conformance with the Contract Documents, that Engineer has affirmative duty to immediately notify the County of such non-conformance.

## 1.8 PROJECT CLOSEOUT

- 1.8.1 Conduct final inspection(s) in the company of the County, City and construction contractor and prepare a final list of items to be completed or corrected.
- 1.8.2 Observe that all items on final list have been completed or corrected, and make recommendations to the County concerning acceptance.
- 1.8.3 Issue Certificates of Substantial and Final Completion to the construction contractor and submit to the construction contractor a list of observed items requiring completion or correction.

1.8.4 Prepare Record Drawings based on markups received from contractors. Record drawings will be: 1) manual corrections of the original drawings unless total drawing revision is required for clarity; and 2) electronic files in a format acceptable to the County that provide the final approved design documents as one file or group of files, and the as-built changes to the final design as another file or group of files. In all cases, the final design documents and the as-built changes must be easily incorporated into one document if necessary, and must be clear and understandable. Within 21 calendar days after the construction contractor markups for as-builts are transmitted to the Engineer, the Engineer shall submit record drawings to the County.

2.0 **SPECIAL SERVICES** – With respect to Special Services, unless otherwise modified in the Task Order for Professional Services, and only if authorized by the County, the Engineer shall be responsible for the following professional and technical services:

2.1 EASEMENTS AND LICENSES

2.1.1 If needed, obtain MRGCD license on behalf of the ABCWUA for the crossing laterals. The Engineer shall prepare the permit, and the fee will be paid to the MRGCD by the appropriate agency.

2.1.2 Prepare roadway, sewer, water, or storm water drainage easement documents, as needed.

2.2 RIGHT-OF-WAY ANALYSIS

2.2.1 Provide right-of way feasibility studies. The Engineer shall develop background information of the area, and will review all relevant documents that include the project area. The Engineer shall follow the NMDOT Right-of-Way Mapping Development Procedures Handbook, where applicable, when performing all ROW tasks. Background information to be developed must include the following:

2.2.1.1 ROW/easements currently available;

2.2.1.2 Topographical features;

2.2.1.3 Verification of utility services to this and adjacent areas;

2.2.1.4 Number of homes in the project area;

2.2.1.5 Where other private easements may be located by common approaches; and

2.2.1.6 Any other information relevant to ROW acquisition.

2.2.2 The Engineer shall make land surveys of real property for ROW acquisitions and prepare maps, plats and legal descriptions.

## 2.3 DATA COLLECTION

- 2.3.1 Collect and review available data on existing conditions and conduct field reconnaissance to include surveys as needed to evaluate engineering and environmental impacts.
- 2.3.2 Where insufficient information exists, and/or where the Engineer expects utility conflicts, the Engineer is to perform pot-holing following County approval and shall provide two (2) sets of the reports to the County.

## 2.4 PUBLIC INFORMATION

- 2.4.1 Prepare for and conduct one public meeting prior to completion of the preliminary design phase and one meeting immediately prior to construction.
- 2.4.2 Formulate advertisements for Public Meetings.
- 2.4.3 Develop and mail Notice Mailers to agencies/groups who may be affected by this project.
- 2.4.4 Develop agenda and graphics required for Public Meetings, as approved by the County.
- 2.4.5 Develop Quarterly article(s) for neighborhood association newsletters and develop Quarterly general news newsletter(s) that contains general information about the project. This newsletter will be made available to residents adjacent to the project area. The County will provide format and most of the content of this newsletter.
- 2.4.6 Develop a Project Specific Mailing List, on an electronic database approved by the County.

## 2.5 PROJECT REPRESENTATIVE

- 2.5.1 Provide a resident project engineer together with assistants.
- 2.5.2 Provide full time on-site inspection for the construction project.
- 2.5.3 Maintain a daily log of construction activities including but not limited to rough material quantities completed.
- 2.5.4 Attend meetings with the construction contractor, such as progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

- 2.5.5 Serve as the liaison with the construction contractor, working through the construction contractor's superintendent and assist in understanding the intent of the Contract Documents.
- 2.5.6 When construction contractor's operations affect County's on-site operations, serve as the County's liaison with construction contractor. When required for proper execution of the work, obtain from the County additional details or information.
- 2.5.7 Notify the County whenever the construction contractor's work is believed to be not in general conformance with the Contract Documents, damaged, or not meeting the requirements of any inspection, test, or approval required to be made; and advise the County of work that the Engineer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- 2.5.8 Project Records, Daily Reports and Agreements:
- 2.5.8.1 Maintain for use at the Engineer's office orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions or original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
- 2.5.8.2 Keep and submit to the County daily reports, recording construction contractor hours on the job site, weather conditions, data relative to questions of change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- 2.5.8.3 Record names, addresses, and telephone numbers of all contractors, sub-contractors, and major suppliers of materials and equipment.
- 2.5.9 Progress Reports and Scheduling:
- Prepare reports, as required, of progress of the work and of the construction contractor's compliance with the progress schedule and schedule of shop drawings and sample submittal. Assist in preparation of progress reports for Grantors associated with the project. Perform job interviews required by Grantors and compile data required by the Grantors. Notify the County, in advance, of scheduled major tests, inspections, or start of critical phases of the work. Notify the County Project Engineer immediately upon the observation or notification of any accident.

#### 2.5.10 Prepare Payment Requests by:

Reviewing the construction contractor's estimate of the amount of work completed to date. Reviewing the construction contractor's estimate of materials delivered to the job site but not incorporated in the work completed to date. Reviewing the payment requests with the construction contractor. Preparing the final payment package, which accounts for all items of work completed as part of the project.

2.5.11 The construction services portion of the Agreement shall be concurrent with the construction contract period for the project. A time extension granted to the construction contractor will be justification for negotiation of a change order to the Engineering Services Agreement that includes a corresponding time extension and additional fee.

### 2.6 SPECIALIZED COMPUTER SERVICES

#### 2.7 CLOMR/LOMR PREPARATION

2.7.1 Prepare documents necessary to modify applicable Federal Emergency Management Agency (FEMA) flood insurance study maps.

2.7.2 Prepare submittals to support a Conditional Letter of Map Revision (CLOMR) for the project and will submit them for review by the County Floodplain Administrator.

2.7.3 Revise the CLOMR based on comments from the City and County Floodplain Administrators.

2.7.4 Following construction of drainage features, the Engineer shall prepare a Letter of Map Revision (LOMR) for submittal to the County Floodplain Administrator.

2.7.5 Revise the LOMR based on comments from the City and County Floodplain Administrators and will provide copies of the documents for submittal to FEMA.

### 3.0 **ADDITIONAL SPECIAL SERVICES**

3.1 Additional Special Services are those services provided over and above services specified in items 2.1 through 2.7. The Engineer shall furnish to the County the following professional and technical services, if specifically authorized in writing by the County, at an additional cost negotiated by the parties.

3.2 Conduct and/or coordinate specialty services, such as specialized engineering studies.

3.3 Design project additions and/or alterations, as may be necessary.

- 3.4 Develop new information, as required, including aerial photography.
- 3.5 Assist the County in interpreting the process and proceedings utilized in developing construction plans, specifications and the resulting construction of the projects, whether or not said services involve a claim, contest, litigation or other action arising from development or construction of the Projects.
- 3.6 Provide soil and foundation investigations, soil tests and analyses of test results.
- 3.7 Provide photogrammetry, and other third party mapping specialty services.
- 3.8 Make detailed mill, shop, and/or laboratory inspections of materials and equipment when outside the County.
- 3.9 Provide additional copies of reports, drawings, and contract documents as are required by the County.
- 3.10 Assist the County as expert witness at depositions or court appearances in litigation arising from the development or construction of the projects.
- 3.11 Design minor Project additions and/or alternatives as may be authorized by the County Manager or Director of Public Works or his designee.
- 3.12 Provide additional studies, analyses, reports and other incidental work regarding drainage problems.
- 3.13 Plan, prepare and/or acquire environmental and archaeological assessments.
- 3.14 Coordinate with Legislative project sponsors, develop budgeting documents and provide technical data for the development of projects agreements with the New Mexico Department of Transportation, and other federal, state or local agencies.
- 3.15 Provide and/or acquire additional Civil Engineering designs, construction specifications, and other contract documents for Public Works Division's Legislative and/or NM Department of Transportation authorized programs.
- 3.16 Provide material testing services. Schedule field compliance tests and re-tests, determine whether these tests are conducted in the presence of the appropriate personnel; observe, record, and report the appropriate test results.
- 3.17 Provide additional services as may be required after completion of final design.

#### **4.0 PERFORMANCE SCHEDULE**

A performance schedule will be included with the Task Order for Professional Services for each specific project.

- 4.1 The Engineer hereby agrees that promptly upon the execution of this Agreement it shall begin the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified.
- 4.2 The Engineer has the affirmative duty to notify the County of any delays it deems excused and to modify the project schedule to reflect such. Provided, however, no delay shall be deemed excused unless so stated and approved by the County in writing.



## APPENDIX B, EXHIBIT II

### MINIMUM FIELD SURVEY REQUIREMENTS

#### 1.0 GENERAL

All surveying shall meet applicable State and County requirements. This EXHIBIT II provides the minimum field survey requirements for a typical roadway/highway project to be completed in conformance with the New Mexico Department of Transportation (NMDOT) standards. For projects that include ROW delineation and acquisition, NMDOT guidance and procedures for ROW maps and acquisition shall be followed. Not all County projects will be of this particular type and standard. Therefore, surveying shall meet requirements as described below.

#### 2.0 SURVEY REQUIREMENTS

- 2.1 Establish centerline of existing ROW or centerline (baseline) for new alignment and tie to section corners.
  - 2.1.1 Permanent points will be used for all control.
  - 2.1.2 Reference points will be established outside the proposed construction limits for all survey control points.
  - 2.1.3 Ascertain and certify the source of the ROW establishment.
- 2.2 Establish and permanently reference stationing, considering adjacent roadway section.
- 2.3 Establish a permanent benchmark network that is tied to sea level datum by ties at both ends to United States Geological Survey (USGS) benchmarks.
- 2.4 Determine and record existing topography:
  - 2.4.1 Within proposed ROW limits.
  - 2.4.2 Adjacent to ROW, if it may affect project.
  - 2.4.3 Major features such as buildings, sidewalks, driveways, walls, service station islands, trees, etc., up to 50 feet outside of the right-of-way line also are to be shown.
  - 2.4.4 Use rectangular coordinate method or angle-distance method.
- 2.5 Obtain and plot existing profile grades and cross-sections.
  - 2.5.1 As a minimum profiles shall show centerline and curb lines.

- 2.6 Prepare a drainage map that shows:
  - 2.6.1 Areas,
  - 2.6.2 Flow lines,
  - 2.6.3 Sub-basin division lines,
  - 2.6.4 Existing drainage system.
- 2.7 When property maps are required they shall contain at minimum:
  - 2.7.1 Metes and bounds surveys of properties involved.
  - 2.7.2 Right of way (ROW), and property markers.
  - 2.7.3 Section lines, grant lines, Indian Lands, and National Forests, when applicable.
  - 2.7.4 Political subdivision lines.
  - 2.7.5 Owners addresses and source of survey identified.
- 2.8 Utilities:
  - 2.8.1 All utilities above and below ground shall be located with respect to line and elevation.
  - 2.8.2 Utility owners shall be identified.
- 2.9 Survey maps (of standard sheet size):
  - 2.9.1 Plan and profile (separate utility map if needed to prevent congestion),
  - 2.9.2 Drainage,
  - 2.9.3 Property.
- 2.10 Scales:
  - 2.10.1 Scale will depend upon complexity (1 inch = 50 feet minimum).
  - 2.10.2 All maps (except drainage) will have the same scale.
  - 2.10.3 Scale must be small enough to show necessary details (e.g., ROW maps: 1 inch = 20 feet).

## APPENDIX B, EXHIBIT III

### MINIMUM DESIGN CRITERIA

#### 1.0 GENERAL

This EXHIBIT III provides for minimum design criteria for a typical roadway/highway project to be completed in conformance with various AASHTO design guides as adopted by the New Mexico Department of Transportation (NMDOT) and approved by the Federal Highway Administration (FHWA). This criteria may be modified to meet the requirements of a specific project as identified in the Task Order for Professional Services.

Unless otherwise modified by the Task Order, the Engineer shall render professional services in conformance with the minimum design criteria, as described below.

#### 2.0 SPECIFICATIONS

Current NMDOT Specifications for Road and Bridge Construction shall be used. NMDOT guidance and procedures for right-of-way maps and acquisition shall be followed.

#### 3.0 TYPICAL SECTION

The typical roadway section shall be based upon anticipated Average Daily Traffic (ADT) volumes in the 20th year after construction. The roadways shall meet the minimum section required for the roadway classification shown on the Long Range Metropolitan Transportation Plan (MTP), or as established by Lea County.

#### 4.0 INTERSECTIONS

Intersection geometry shall be based upon anticipated Design Hourly Volumes (DHV) for the 20th year after construction. Where traffic signals are to be constructed or are anticipated within 20 years, an intersection designed for Level of Service "C" is desirable. Traffic signals must be warranted in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. All intersections shall provide for the safe and adequate turning of the appropriate design vehicle.

#### 5.0 PARKING

Vehicle parking behind the curb or sidewalk and within the ROW shall not be permitted. Proper restriction of parking at intersections shall be included in the design.

#### 6.0 DRIVEWAYS

The location, spacing and size of driveways and curb cuts, and any other like facilities, shall either be in accordance with County Regulations or any other applicable federal, state or municipal regulations.

#### 7.0 BICYCLE AND PEDESTRIAN FACILITIES

The Engineer shall consider the need for bicycle, equestrian and pedestrian facilities for each project. The Engineer shall consider the need for sidewalks with provisions for use by the handicapped at intersections. All designs shall comply with State Laws, regulations and standards and in compliance with the Americans with Disabilities Act (ADA) requirements.

#### 8.0 SURFACING

The design of surfacing shall be based upon soil tests and analysis and projected traffic data. A 20-year design shall be used. The design procedure shall be in accordance with current NMDOT practice. Special conditions may justify the consideration of stage construction.

#### 9.0 DRAINAGE

Where a drainage study and report are required, at a minimum, drainage studies shall include a map indicating tributary drainage areas and critical points of concentration. The drainage analysis shall consider a 100-year recurrence interval storm as the minimum. An analysis using the 100-year recurrence interval storm is required for all major structures. An analysis using 10-year recurrence interval runoff will be included for comparison on all major storm drainage systems. A higher degree of protection (greater than the 100-year recurrence interval storm) may be required on certain projects with the final choice based upon local conditions, local policy, anticipated flood damage and economy. When a drainage system is proposed, it

will contain inlets designed to intercept gutter flow from a 10-year recurrence interval storm in a manner that one driving lane in each direction will remain open. This stipulation will only apply to a roadway section containing more than two lanes.

#### 10.0 UTILITIES

Utility design shall be based on existing utility codes.

#### 11.0 EXCEPTIONS

If the Engineer proposes any exceptions to the above minimum design criteria, the Engineer shall notify the County by a written submittal of such proposed changes. No exceptions shall be made to the above minimum design criteria without first obtaining the written consent of the County.

## APPENDIX B, EXHIBIT IV

### FEES

#### 1.0 BASIC SERVICES FEES

1.1 For the services to be negotiated, the Engineer shall be paid a "Basic Fee" as identified in the Task Order for Professional Services for each specific project, plus applicable NMGRT.

1.2 If the Engineer fails to meet all deadlines as specified herein in the project schedule, the Engineer shall pay the County in U.S. currency, certified funds, or a reduction in the contract amount per day in liquidated damages for each day the project schedule is not met as a result of unexcused delays caused by the Engineer, as identified in the Task Order for Professional Services. The failure by the Engineer to pay the liquidated damages as assessed by the County each day shall result in a material breach of this Agreement and the County shall be entitled to immediate termination of this Agreement by sending a written notification thereof to the Engineer. Upon termination, the Engineer shall immediately deliver all documents, plans, reports, documents and computer data, and computer generated materials and specifications relating to this Agreement as specified herein above to the County. The imposition of liquidated damages shall in no way limit the liability of the Engineer to the County for any damages, losses or injuries the County may suffer arising out of the Engineer's failure to meet all deadlines specified herein and any other matter relating to the Engineer's performance or lack thereof with respect to this Agreement and project.

#### 2.0 SPECIAL SERVICES FEES

2.1 For the services rendered under EXHIBIT I, Subparagraphs 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, 3.2, 3.3, 3.4, 3.5, 3.8, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, and 3.17, as modified in the Task Orders for Professional Services, the County shall pay the Engineer at the rate of 2.88 times direct payroll cost. Direct payroll cost shall be the product of the employee's basic hourly rate multiplied by the number of hours that the employee expended on the Project. The basic hourly rate shall be determined by dividing forty hours into that employee's regular salary for a forty-hour week. Direct payroll cost shall not include any fringe benefits.

- 2.2 For the services rendered under EXHIBIT I, Subparagraphs 3.6, 3.7, and 3.9, as modified in the Task Orders for Professional Services, the County shall pay the Engineer a sum equal to the Engineer's cost plus five percent (5%), or if the work is done by a third party, the invoice cost to the Engineer charged by the third party plus five percent (5%).
- 2.3 For the services rendered under EXHIBIT I, Subparagraph 2.6, as modified in the Task Orders for Professional Services, the County shall pay the Engineer at the rate of the established fee charged by the Engineer for computer time.
- 2.4 The estimated cost for Special Services as may be authorized by the Deputy County Manager for Public Works or his designee shall not exceed the amount identified in the Task Order for Professional Services for each specific project, plus applicable NMGRT, or as authorized by the County in writing. The estimated cost for Special Services is based upon anticipated and potential services from the Engineer. Provided, however, the Engineer shall be paid only for those services explicitly authorized by the County in the amounts so authorized for these services.

#### FEE SCHEDULE

The work outlined in EXHIBIT I, as identified in the Task Order for Professional Services for each specific project, includes Basic and Special Services. The Engineer's Fee shall be per Article III.

The estimated cost for Special Services is based upon anticipated and potential services from the Engineer. Provided however, the Engineer shall be paid only for those services explicitly authorized by the County in the amounts so authorized for those services.

## APPENDIX B, EXHIBIT V

### TASK ORDER FORM

TASK ORDER NO. \_\_\_\_\_ REVISION NO. \_\_\_\_\_

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

RFP 04 – (22-23)

CIVIL ENGINEERING FIRM: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

I. Task Order Description: Describe project. If the contract is Project Specific with a Firm Fixed Price Cost Proposal state whether the task order is for additional design or additional construction support services as budgeted in the contract.

II. Scope of Services: (Include task order scope of work, expected results, and task order deliverables.)

- Design Analysis Report
- Preliminary Design Submittal
- Pre-Final Design Submittal
- Final Design
- Bidding Phase
- Construction Services
- Project Closeout

#### Special Services

- Easements and Licenses
- Right-of-way-analysis
- Data Collection
- Public Information
- Project Representative
- Specialized Computer Services
- Additional Special Services

MAXIMUM ALLOWABLE CONSTRUCTION COST: The Maximum Allowable Construction Cost (MACC) shall be established once a site is known and the Site Selection, Programing and Conceptual Design has been completed. The project may be accomplished in several phases. The initial funding shall not exceed \$\_\_\_\_\_ inclusive of the basic fee, reimbursable costs and NMGRT. Additional funding shall be provided once the programing and estimated cost is defined.



III. Reports and/or Meetings

A. The Civil Engineer shall submit progress reports in accordance with the agreed schedule. (List the applicable reports or other deliverables required for the project)

B. The Civil Engineer shall meet with the Designated County Project Manager as needed to discuss progress on the project(s).

IV. Period of Performance Work under this Task Order shall begin on (Date) and terminate on (Date)

V. Task Schedule (Outline Project Schedule here or attach as separate page.)

VI. Cost A. The Civil Engineer shall submit a written proposal outlining all of the known costs. The final cost, as negotiated shall be included in the resulting written agreement between the County and the Civil Engineer.

FOR BASIC SERVICES, as described in Paragraph II as part of Basic Services, compensation shall be computed as follows:

Initial Compensation – Site Selection, Programming, and Conceptual Design

|                                  |         |
|----------------------------------|---------|
| Total Project Costs              | \$      |
| Less ____% NM Gross Receipts Tax | \$_____ |
| Subtotal                         | \$      |
| Less ____% Reimbursable Expenses | \$_____ |
| Subtotal                         | \$      |

See attached list of hourly rates.

Gross Receipts Tax Rate: GRT rate for services performed under this Agreement is \_\_\_\_%.

Payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each phase, except when the compensation is on the basis of a

Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

Progress payments for basic services in each phase will total the following percentages of the total basic compensation payable as follows:

|    |                              |      |          |
|----|------------------------------|------|----------|
| a. | Design Analysis Report       | ( %) | \$ _____ |
| b. | Preliminary Design Submittal | ( %) | \$ _____ |
| c. | Pre-Final Design Submittal   | ( %) | \$ _____ |
| d. | Final Design                 | ( %) | \$ _____ |
| e. | Bidding Phase                | ( %) | \$ _____ |
| f. | Construction Services        | ( %) | \$ _____ |
| g. | Project Closeout             | ( %) | \$ _____ |

TOTAL Basic Service Compensation (100%) \$ \_\_\_\_\_

### Special Services

|                          |                               |          |
|--------------------------|-------------------------------|----------|
| <input type="checkbox"/> | Easements and Licenses        | \$ _____ |
| <input type="checkbox"/> | Right-of-way-analysis         | \$ _____ |
| <input type="checkbox"/> | Data Collection               | \$ _____ |
| <input type="checkbox"/> | Public Information            | \$ _____ |
| <input type="checkbox"/> | Project Representative        | \$ _____ |
| <input type="checkbox"/> | Specialized Computer Services | \$ _____ |
| <input type="checkbox"/> | Additional Special Services   | \$ _____ |

Total Special Services \$ \_\_\_\_\_

Subtotal Basic and Special Services \$ \_\_\_\_\_

Total Contract Sum \$ \_\_\_\_\_

B. This Task Order is being negotiated for a Firm Fixed Price: \_\_\_\_\_ Yes \_\_\_\_\_ No

### VII. Signatures

LEA COUNTY

ENGINEER: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The above Signatures certify that this Task Order No. \_\_\_\_\_ and attachments comply with the provisions of RFP 4- (22-23).

## APPENDIX C

### MASTER PROFESSIONAL CIVIL ENGINEERING SERVICES AGREEMENT

#### LEA COUNTY

THIS AGREEMENT is made and entered into by and between Lea County, hereinafter referred to as the "County" and \_\_\_\_\_, hereinafter referred to as the "Civil Engineer", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

WHEREAS, the County issued a Request for Proposals (RFP) to provide On-Call Civil Engineering Services under RFP 4- (22-23); and

WHEREAS, the Civil Engineer submitted its original proposal and was selected under RFP RFP 4- (22-23); and

WHEREAS, the County desires to engage the Civil Engineer to render certain Civil Engineering services, as needed, and the Civil Engineer is willing to provide such services and to enter into this Master Professional Civil Engineering Services Agreement; and

WHEREAS, this Master Agreement including all Exhibits and any subsequently awarded Task Orders for Professional Services form the Contract Documents and are all as fully a part of the Contract as if attached to this Agreement; and

WHEREAS, the Civil Engineer was selected to provide and perform such Civil Engineering Services as provided for within this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

#### **IT IS AGREED BETWEEN THE PARTIES:**

##### **1. Scope of Work.**

The Civil Engineer hereby agrees to perform professional Civil Engineering services relevant to each project assigned in accordance with the terms and conditions set forth herein.

Individual project assignments will be made by Task Orders, which are individual amendments to this contract and outline the scope of work, period of performance and compensation.

The County agrees to compensate the Civil Engineer as set forth in Article 2 of this Agreement.

##### **2. Compensation.**

A. The County shall pay to the Civil Engineer in full payment for services satisfactorily performed under the individual Task Orders based on the schedule of payments contained in the individual task order. In no event will the Civil Engineer be paid any amount in excess of the specified total amount payable in the individual task order without the task order being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Article 1, Scope of Work.

C. Civil Engineer must submit a detailed statement accounting for all services performed, as specified in the individual task order. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Civil Engineer that payment is requested, it shall provide the Civil Engineer a letter of exception explaining the defect or objection to the services, and outlining steps the Civil Engineer may take to provide remedial action. The County will continue to pay Civil Engineer for any undisputed amounts pursuant to Article 2(A). Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Civil Engineer within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

This Agreement is for one (1) year from the date of approval by the Lea County Board of County Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to Article 4 (Termination for Convenience), Article 5 (Termination for Cause), or Article 6 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1- 150 NMSA 1978.

**4. Termination For Convenience.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work ordered and performed prior to the Civil Engineer's receipt of the notice of termination, if the County is the terminating party, or the Civil Engineer's sending of the notice of termination, if the Civil Engineer is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Civil Engineer shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Civil Engineer if the Civil Engineer becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Civil Engineer or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CIVIL ENGINEER'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Civil Engineer of notice of termination of this Agreement, the Civil Engineer shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Civil Engineer with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**5. Termination For Cause.**

A. County may by written notice terminate this Agreement in whole or in part for Civil Engineer's default if the Civil Engineer fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, County may otherwise secure the materials, supplies or services ordered, and Civil Engineer shall be liable for damages suffered by County thereby, including incidental and consequential damages. If after notice of termination, County determines Civil Engineer was not in default, or if Civil Engineer's default is due to failure of County, termination shall be deemed for the convenience of County. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement as used in this paragraph, the word "Civil Engineer" includes Civil Engineer's sub-suppliers at any tier.

B. In the event a termination for cause notice is issued by the County, the Civil Engineer shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Civil Engineer with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**6. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of each task order assigned under this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Civil Engineer. The County's decision as to whether sufficient appropriations are available shall be accepted by the Civil Engineer and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Civil Engineer shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Civil Engineer.**

The Civil Engineer and its agents and employees are independent Civil Engineers performing professional services for the County and are not employees of the County of Lea. The Civil Engineer and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Lea as a result of this Agreement. The Civil Engineer acknowledges that all sums received hereunder are reportable by the Civil Engineer for tax purposes, including without limitation, self-employment and business income tax. The Civil Engineer agrees not to purport to bind the County of Lea unless the Civil Engineer has express written authority to do so, and then only within the strict limits of that authority.

8. **Assignment.**

The Civil Engineer shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

9. **Subcontracting.**

The Civil Engineer shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. Subcontractors listed in an approved task order constitute approval of the County. No such subcontract shall relieve the Civil Engineer from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the Civil Engineer is solely responsible for fulfillment of this Agreement.

10. **Release.**

Final payment of the amounts due under each task order issued under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Lea from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. **Confidentiality.**

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

12. **Product of Service -- Copyright.**

All materials developed or acquired by the Civil Engineer under this Agreement shall become the property of the County of Lea and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Civil Engineer under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Civil Engineer.

13. **Conflict of Interest; Governmental Conduct Act.**

A. The Civil Engineer represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Civil Engineer further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Civil Engineer specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Civil Engineer does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Civil Engineer is not a public officer or employee of the County; (ii) the Civil Engineer is not a member of the family of a public officer or employee of the County; (iii) the Civil Engineer is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Civil Engineer is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Civil Engineer is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Civil Engineer is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Civil Engineer has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Civil Engineer has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Civil Engineer's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Civil Engineer shall provide immediate written notice to the County if, at any time during the term of this Agreement, Civil Engineer learns that Civil Engineer's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Civil Engineer's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

#### **14. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. Executed task orders are amendments to this agreement.

15. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. **Penalties for Violation of Law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. **Equal Opportunity Compliance.**

The Civil Engineer agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Civil Engineer assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Civil Engineer is found not to be in compliance with these requirements during the life of this Agreement, Civil Engineer agrees to take appropriate steps to correct these deficiencies.

18. **Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Civil Engineer agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Fifth Judicial District Court in Lea County. By execution of this Agreement, Civil Engineer acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. **Workers Compensation.**

The Civil Engineer agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Civil Engineer fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

20. **Records and Financial Audit.**

The Civil Engineer shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the County's auditor, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

21. **Disclaimer and Hold Harmless.**

Lea County shall not be liable to the Civil Engineer, or the Civil Engineer's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Civil



Engineer's person or property, occurring in connection with Civil Engineer's performance of Civil Engineer's duties according to this Agreement. Civil Engineer shall hold Lea County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Lea County in connection with the performance by Civil Engineer of Civil Engineer's duties according to this Agreement.

**22. Indemnification.**

The Civil Engineer shall defend, indemnify and hold harmless the County of Lea from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Civil Engineer, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Civil Engineer resulting in injury or damage to persons or property during the time when the Civil Engineer or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Civil Engineer or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Civil Engineer, the Civil Engineer shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Lea and the New Mexico Association of Counties by certified mail.

**23. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**24. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**25. Authority.**

If Civil Engineer is other than a natural person, the individual(s) signing this Agreement on behalf of Civil Engineer represents and warrants that he or she has the power and authority to bind Civil Engineer, and that no further action, resolution, or approval from Civil Engineer is necessary to enter into a binding contract.

**26. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the Civil Engineer, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CIVIL ENGINEER shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in

accordance with its instructions.

**27. Approval of Civil Engineer Personnel.**

Personnel proposed in the Civil Engineer's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Civil Engineer without prior written consent of the procuring agency of the County. Replacement of any Civil Engineer personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Civil Engineer will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Civil Engineer's personnel at any time.

**28. Survival.**

The agreement Articles titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

**29. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**30. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**31. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**32. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Civil Engineer is not to proceed with its obligations under the Agreement until the Civil Engineer has received a fully signed copy of the Agreement. Further, each individual task order must be fully executed prior to proceeding with any work.

**33. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award

of attorneys' fees and court costs.

**34. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**35. Incorporation and Order of Precedence.**

Request for Proposals RFP 4- (22-23) and the Civil Engineer's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the executed task orders with the scope of work, timeframe for completion, and compensation, in reverse chronological order; then
5. the Civil Engineer's proposal.

**36. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The Civil Engineer shall defend, at its own expense, the County of Lea against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Lea based upon the Civil Engineer's trade secret infringement relating to any product or service provided under this agreement, the Civil Engineer agrees to reimburse the County of Lea for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Lea shall:

- i. give the Civil Engineer prompt written notice of any claim;
- ii. allow the Civil Engineer to control the defense or settlement of the claim; and
- iii. cooperate with the Civil Engineer in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Civil Engineer's opinion is likely to become the subject of a claim of infringement, the Civil Engineer shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing;  
or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Civil Engineer. The Civil Engineer's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**37. Professional Liability Insurance.**

Civil Engineer agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of : Comprehensive General Liability -

\$1,000,000 per occurrence, \$2,000,000 General Aggregate; Professional liability- \$1,000,000 per occurrence, \$2,000,000 General Aggregate. Occurrence type, if available; if not "Claims Made" type with a minimum of a six (6) year tail. The County will be named as an additional insured on said policy, and will be provided an updated certificate of insurance on an annual basis.

**38. Compliance With Laws**

In providing the scope of services outlined herein, the Civil Engineer and the County shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

**39. Construction and Severability**

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**41. Entire Agreement**

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**42. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: \_\_\_\_\_, County Manager // 100 N Main// Lovington, NM 88260

To the Civil Engineer: \_\_\_\_\_

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
DEAN JACKSON, CHAIR

\_\_\_\_\_  
GARY EIDSON, VICE CHAIR

\_\_\_\_\_  
JONATHAN SENA

\_\_\_\_\_  
PAT SIMMS

\_\_\_\_\_  
REBECCA LONG

ATTEST BY:

\_\_\_\_\_  
COUNTY CLERK

## APPENDIX D

### LETTER OF TRANSMITTAL FORM

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

---

---

2. For the person authorized by the organization to contractually obligate the organization:

|       |  |
|-------|--|
| Name  |  |
| Title |  |

3. For the person authorized to negotiate the contract on behalf of the organization:

|                  |  |
|------------------|--|
| Name             |  |
| Title            |  |
| E-Mail Address   |  |
| Telephone Number |  |

4. For the person to be contacted for clarifications:

|                  |  |
|------------------|--|
| Name             |  |
| Title            |  |
| E-Mail Address   |  |
| Telephone Number |  |

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of the following amendments to this RFP.

Amendment number: \_\_\_\_\_, 2022

Amendment number: \_\_\_\_\_, 2022

Amendment number: \_\_\_\_\_, 2022

Amendment number: \_\_\_\_\_, 2022

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise,

collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)



Signature

Date

\_\_\_\_\_  
Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## APPENDIX F

### RESIDENT VETERANS PREFERENCE CERTIFICATION

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

**PLEASE CHECK ONLY ONE STATEMENT FROM THE FOUR (4) STATEMENTS LISTED BELOW:**

\_\_\_\_\_ I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference.

The following three (3) checkboxes are applicable to **ONLY** those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by Lea County with New Mexico Tax & Revenue.

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

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

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

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

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

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

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

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

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

\*Must be an authorized signatory for the Business.

*The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of an award if the statements are proven to be incorrect.*