

Landfill Engineering Consulting Services

RFP FY22-SCPW-06

Addendum #1

Issued February 24, 2022

1. Section II, Paragraph B.7  
Can Sandoval County provide a copy of the agreement/terms and conditions for this work for review?  
**Please see the attached sample contract.**
  
2. Section IV, Paragraph A.  
The services listed in Paragraph A (under Engineers and Additional Services, above the Additional Required Services) appear to be standard project terminology used in County bidding and not necessarily directly applicable to this scope of work. Please confirm whether the various phases of design projects, right-of-way acquisition, grant administration, etc. are part of this scope of work and should be individually addressed in the specification narrative, or whether our narrative should focus only on the Additional Required Services.  
**Yes, depending on the project various phases of design project, right-of-way acquisition, grant administration may occur and is part of the scope of work. The response narrative can be addressed individually under additional services and consulting services in another narrative. You have the option to put under one narrative or separate them by consulting and additional services.**
  
3. Section V, Paragraph B.d  
Paragraph B.d refers to cost as an evaluation factor, but no point value is listed in Section V, Paragraph A and costs are not requested throughout the RFP. Please confirm that this is a qualifications-based solicitation, and no costing is to be submitted.  
**Yes, this is a qualifications-based solicitation, therefore cost proposals should not be submitted.**
  
4. Will expenditures for this RFP include federal funds?  
**Yes, Federal Funds may be used depending on the project and funding sources.**
  
5. Would Sandoval County please provide offerors with a sample contract?  
**Please see the attached sample contract.**

# Agreement between the Owner and the Contractor

---

Project :

Location:



Distribution to:

- Contractor
- Design Professional
- Project Manager
- Finance
- Other \_\_\_\_\_

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the parties as follows:

**THE OWNER:**

THE SANDOVAL COUNTY  
PUBLIC WORK DEPARTMENT  
2708 IRIS NE, RIO RANCHO,  
NEW MEXICO 87144  
Telephone: (505) (771-8500)  
Fax: (505) (771-3323)

**THE CONTRACTOR and DESIGN BUILD  
PROFESSIONAL OF RECORD:**

CONTRACTOR NAME  
CONTRACTOR ADDRESS  
CITY, STATE, ZIP  
Telephone: PHONE NUMBER

This agreement is made and entered into by and between **SANDOVAL COUNTY**, (hereinafter the "COUNTY"), **CONTRACTOR NAME**, (hereinafter the "CONTRACTOR"). Unless and until **CONTRACTOR** provides written notice to **COUNTY** of a change of address, all written notices required by this agreement may be sent to **CONTRACTOR NAME** by mail to **ADDRESS, CITY, STATE ZIP**. **CONTRACTOR**'s phone number is \_\_\_\_\_.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq*; and Procurement Code Regulations, NMAC 1.4.1 *et.seq*; the Contractor has held itself out as expert in providing and implementing the Scope of Work as contained herein and the County has selected the Contractor as the offeror most advantageous to the County; and

WHEREAS, the COUNTY desires to engage **CONTRACTOR** to render certain services in connection therewith, and the **CONTRACTOR** is willing to provide such services.

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

1. **TERM:** This agreement becomes effective when signed by all parties and shall continue for          .
2. **SCOPE OF WORK:**
3. **COMPENSATION:**

The COUNTY shall pay to the CONTRACTOR in full payment for services. The total amount of compensation shall not exceed **\$0** includes New Mexico Gross Receipts Tax. CONTRACTOR must submit a detailed statement accounting for all services performed and expenses incurred. If the COUNTY finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the CONTRACTOR that payment is requested, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection to the services, and outlining steps the CONTRACTOR may take to provide remedial action. Upon certification by the COUNTY that the services have been received and accepted, payment shall be tendered to the CONTRACTOR 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.

**4. STATUS OF THE CONTRACTOR:**

The CONTRACTOR, its agents, employees, and subcontractors are independent contractors performing services for the COUNTY and are not employees of the COUNTY. They shall not accrue leave, retirement, insurance, bonding, use of the COUNTY vehicles, or any other benefits afforded to employees of the COUNTY. The CONTRACTOR agrees to procure and maintain at its own expense all necessary or required insurance for itself, its agents, employees, or subcontractors. Required insurance, properly certified, to the COUNTY shall include:

- (a) General Liability Insurance, Including Automobile policy with liability limits in amounts not less than \$1,000,050.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the county by the Contractor: coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Sandoval County shall be a named additional insured on the policy.
- (b) The Contractor shall comply with the provisions of the Workers' Compensation Act.
- (c) Professional liability (errors and omissions liability) for at least \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate.

All insurance requirements shall be in effect during the term of this agreement and when any work is performed under this agreement.

**5. ASSIGNMENT:**

The CONTRACTOR 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 prior approval of the COUNTY.

**6. SUBCONTRACTING:**

The CONTRACTOR shall not subcontract any portion of the services to be performed under this agreement without prior written approval of the COUNTY.

**7. APPROPRIATIONS:**

The terms of this agreement are contingent upon sufficient appropriations and authorizations being made by the Governing Body for the performance of this agreement. If sufficient appropriations and authorizations are not made, the agreement shall terminate upon written notice being given by the COUNTY to the CONTRACTOR. Such termination shall not result in any claim for payment or damages by the CONTRACTOR. The COUNTY's decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final.

**8. RELEASE:**

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

**9. CONFLICT OF INTEREST:**

The CONTRACTOR warrants that he presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance or services required under this agreement. The CONTRACTOR shall comply with statutory or ordinance provisions which relate to conflict of interest and require disclosure of amounts received under this agreement when and if such provisions become available, including the provisions of New Mexico Statutes Annotated Sections 10-16-8 and 10-16-9 (1978) and amendments thereto.

**10. TERMINATION:**

Except as otherwise provided herein, either party may terminate this agreement upon thirty-day written notice to the other party. Such notice of termination or any other notice shall be sent to the CONTRACTOR at the address provided by CONTRACTOR in writing at the time this agreement is executed or as the CONTRACTOR may designate in writing from time to time or the COUNTY at the following address:

County Manager  
Sandoval County  
P.O. Box 40

Any notice shall be deemed received three days after depositing in the U.S. mail system.

**11. AMENDMENT:**

This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

**12. CHANGES IN THE WORK**

If a proposal to adjust the Contract Sum exceeds \$200 and if not otherwise provided in the Contract Documents, the Contractor shall provide an itemized accounting together with appropriate supporting data that include:

1. quantities and unit costs of labor;
2. quantities and unit costs of materials, including cost of transportation, whether incorporated or consumed;
3. quantities and unit utilization or rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. quantities and unit costs of premiums for all bonds and insurance, permit fees, and sales tax, use tax or similar related to the work.
5. quantities and unit costs of on-site supervision and field office personnel directly attributable to the change.
6. State Gross Receipts Tax. This shall be a line item not included in the total but, identified below the total.

**13. SCOPE OF AGREEMENT:**

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

**14. APPLICABLE LAW:**

This agreement shall be governed by the laws of the State of New Mexico and by the ordinances of Sandoval County.

**15. NOTICE OF CIVIL AND CRIMINAL PENALTIES:**

The Procurement Code, New Mexico Statutes Annotated, Section 13-1-21 through 13-1-199 (1978) and amendments thereto, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**16. EQUAL OPPORTUNITY COMPLIANCE:**

The CONTRACTOR agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, the CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age or handicap 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 CONTRACTOR is found to be not in compliance with these requirements during the life of this agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

IN WITNESS WHEREOF, the parties have executed this agreement to become effective as of the date approved by the COUNTY, as appropriate.

**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than 30 calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified for Substantial Completion, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of Fifty Dollars (\$50.00 ) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of this Contract.

**CONTRACT SUM**

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

The Contract sum is determined as follows:

Base Amount.....	<u>\$0.00</u>
GRT @* _____%	<u>\$0.00</u>
Contract Sum.....	<u>\$0.00</u>

\*Gross receipts tax (GRT) shall be incorporated in each line item of the Schedule of Values and in each approved Modification / Change Request (MCR) amount for change in the Work. During the course of the Project, any change in GRT rate will be applied to the remaining balance of Contract Sum by separate approved MCR.

DONE IN BERNALILLO, NEW MEXICO, COUNTY OF SANDOVAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

**ENTITY:**

**NAME OF BUSINESS:**

**SANDOVAL COUNTY:**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Eshleman, County Attorney