

Subdivision Engineering Services
RFP FY26-SCPZ-03
Addendum #1
Issued April 7, 2026

1. Could you please send us the sample contract for this opportunity so we can provide our response to the contract's terms and conditions?

Please see the attached sample contract for your review.

2. To go along with our submittal, do we have to provide our certificate of insurance with the County named as an additional insured or do we provide our regular C.O.I. with our submittal package and provide the custom C.O.I. with the county named as an additional insured upon award of contract?

Please provide your regular certificate of insurance for the submittal package. The Successful Offeror will be asked to provide a certificate that names the County as an additional insured upon award of contract.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into by and between **SANDOVAL COUNTY**, (hereinafter the **COUNTY**"), **AND CONTRACTOR, INC.** (hereinafter the **"CONSULTANT"**). Unless and until **CONSULTANT** provides written notice to **COUNTY CONSULTANT** by mail to **ADDRESS CONSULTANT's** phone number is:

IT IS MUTA LLY AGREED BETWEEN THE PARTIES:

1. TERM:

This agreement becomes effective when approved by the Sandoval County Commission on _____ and shall continue through _____. This is a non-exclusive, multi-term contract pursuant to the New Mexico Procurement Code, as amended. The estimated requirements cover the period of the contract, are reasonably firm and continuing and this contract for Engineering Services serves the best interest of the **COUNTY**. No commitment of public funds will be made prior to contract approval.

On a yearly basis, the **COUNTY**, may extend this agreement for one additional year by written notice signed by the County Manager, and mailed to the **CONSULTANT** within thirty (30) days of the date of this agreement exceed four years, inclusive of any and all such extensions.

2. SCOPE OF WORK:

As directed and coordinated by the County Manager/Public Works Director, this contract shall require a broad array of services to be rendered in assisting and advising **COUNTY** personnel in critical project development phases including:

- A. The **CONSULTANT** may be called upon to provide Engineering Services for projects relating to drainage, hydrology, streets, transportation, traffic, lighting, utilities, and planning studies.
- B. Typical Engineering Services may include research, mapping, surveying, geotesting, design, preparation of plans, specifications, and contract documents, cost estimating, submittals, presentations, and construction management.
- C. Provide administrative support to **PUBLIC WORKS** officials, which may include consultation, advice, guidance and data for compliance with various governing applications for Federal and State funding and coordination of submittals and review with governing agencies.
- D. Assist **PUBLIC WORKS** officials in planning and administration of infrastructure capital improvements program and budget
- E. Be available to testify as expert witness or witnesses and provide such service when the need arises.

3. PROCESS OF WORK AND COMPENSATION:

County Manager/Public Works Director shall be the agent for the COUNTY in coordinating the use of Engineering Services. The CONSULTANT, if a firm and not an individual, shall designate a manger to administer and coordinate the Engineering Services, who shall have administrative authority of the firm.

As, the need arises, the County Manager/Public Works Director shall contact the CONSULTANT to discuss the Scope of Work. The County Manager/Public Works Director and the CONSULTANT may negotiate (1) a firm fixed (not to exceed) fee proposed for the project, (2) a proposed budget for the engineering services with a plus or minus limit; or (3) decide to utilize the previously determined hourly compensation rates for various categories of service. The negotiations shall include determination of key personnel involved and their particular credentials or expertise. In the event the parties cannot agree, and in the sole discretion of the County Manager, the COUNTY reserves the right to obtain the required professional services elsewhere.

For services other than described above, the hourly compensation rate schedule for categories of service shall include rates for printing, travel, and administrative services. A rate schedule outlining previously determined hourly compensation rates is provided for various categories of service. (**Attachment A**). The rate schedule may be renegotiated annually, effective for projects authorized on or after the anniversary date of this agreement.

The CONSULTANT shall submit a monthly statement providing a detailed account of services rendered itemized per COUNTY project. The COUNTY shall have a reasonable period of time to review payment of approved and authorized statements within 45 days of receipt. Excessive time or costs, in the judgment of the County Manager/Public Works Director, are grounds for termination of this agreement on fifteen days written notice from the COUNTY to CONSULTANT.

The COUNTY shall pay the CONSULTANT applicable New Mexico gross receipts tax levied in the amounts payable under this agreement.

4. STATUS OF THE CONSULTANT:

The CONSULTANT, 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 CONSULTANT agrees to procure and maintain at its own expense all necessary or required insurance for itself, its agents, employees, or subcontractors. Required insurance, property certified, to the COUNTY shall include:

- (a) Worker's compensation insurance; and

- (b) Automobile insurance of not less than \$250,000 per claim, and \$500,000 for all claims for a single occurrence; and
- (c) Professional liability (errors and omissions liability) for at least \$500,000; and
- (d) The following insurance coverage where not covered by the foregoing:
 - The sum of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of single occurrence; and
 - The sum of three hundred thousand dollars (\$300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and
 - The sum of four hundred thousand (\$400,000) to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically-related expenses as permitted under the Tort Claims Act; or
 - The sum of seven hundred fifty thousand dollars (\$750,000) for all claims other than medical or medically related expenses arising out of a single occurrence.

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

5. PRODUCTS OF SERVICES AND COPYRIGHT:

All materials developed or acquired by the CONSULTANT under this agreement shall become the property of the COUNTY and shall be delivered to the COUNTY not later than the termination date of this agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

6. ASSIGNMENT:

The CONSULTANT 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.

7. SUBCONTRACTING:

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

8. 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 CONSULTANT. Such termination shall not result in any claim for payment or damages by the CONSULTANT. The COUNTY's decision is to

whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

9. RELEASE:

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

10. CONFLICT OF INTEREST:

The CONSULTANT 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 CONSULTANT 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.

11. 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 CONSULTANT at the address provided by CONSULTANT in writing at the time this agreement is executed or as the CONSULTANT may designate in writing from time to time or the COUNTY at the following address:

County Manager
Sandoval County
P.O. Box 40
Bernalillo, NM 87004

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

12. AMENDMENT:

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

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT is found to be not in compliance with these requirements during the life of this agreement, CONSULTANT 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.

DONE IN BERNALILLO, NEW MEXICO, COUNTY OF SANDOVAL, THIS ____ DAY OF _____ 2025.