

REQUEST FOR PROPOSALS

FOR

On-Call Professional Surveying Services

As Requested by

**THE SOUTHERN SANDOVAL COUNTY ARROYO
FLOOD CONTROL AUTHORITY**



RFP 2022-01

PROPOSAL DUE DATE: March 22, 2022

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Section 1 – GENERAL INFO AND DELIVERY REQUIREMENTS

- 1.1. **Overview.** Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this Request for Proposals (RFP). Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.
- 1.2. **Point of Contact.** This RFP is issued by Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), Fiscal Services Department, which is the sole point of contact during the procurement process (the “Point of Contact”). Communications initiated by a respondent to this RFP (the “Offeror”) with members of the Governing Body or SSCAFCA personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted via e-mail to the following Point of Contact:

Deborah Casaus, Fiscal Services Director
dcasaus@sscafca.com

- 1.3. **Proposal Due Date.** March 22, 2022 at 3:00 p.m. local time. Proposals for the project will be received by:

Fiscal Services Department
Southern Sandoval County Arroyo Flood Control Authority
1041 Commercial Dr. SE, Rio Rancho, New Mexico 87124

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. SSCAFCA shall not be responsible for proposals that are mailed and not received by the time specified in this section. Receipts for hand delivered proposals may be issued by SSCAFCA (upon request).

- 1.4. **Number of Copies.** Submit one (1) original and three (3) copies of your Proposal in a sealed envelope or container.
- 1.5. **Page Limit.** Proposals shall be limited to a maximum length of ten (10) numbered pages, not including the Table of Contents, dividers, the front and back cover and any documentation listed in Section 4.3.
 - a. Proposals shall be printed on letter-size (8-1/2” x 11”) paper and bound or assembled with spiral bindings, stapled or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. Any 11” x 17” pages shall be numbered as two (2) pages. Drawings on 24” x 36” sheets shall be numbered as four (4) pages.
- 1.6. Proposals must be submitted in a sealed package or envelope listing the following information on the outside: **RFP 2022-01 - On-Call Professional Surveying Services**

(End of Section 1)

Section 2 – INTRODUCTION/SCOPE OF WORK

- 2.1. **Overview.** Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), a political subdivision of the State of New Mexico, requests qualification based competitive sealed proposals for **On-Call Professional Surveying Services**.
- 2.2. **Scope of Work/Specifications.** Offerors should demonstrate their ability to directly provide the following services:

It is the intent of SSSCAFCA to select one or more professional surveyors and/or professional surveying firms who can perform professional surveying services on an on-call (as needed) basis. SSSCAFCA reserves the right to select a professional surveyor or surveying firm for each task or project from the selected offerors based upon such factors as the expertise, availability, experience, and performance record.

Specific services shall include all duties typically expected of a professional surveyor or surveying firm, including, but not limited to: boundary surveys, plats, topographic surveys and construction surveying, preparation of legal descriptions, locate, relocate, establish, reestablish, or retrace any property line or boundary of any parcel of land, right-of-way, easement, or alignment of those lines or boundaries, replace lost or missing boundary corners, photogrammetric surveying, aerial topographic mapping or aerial photography. All services shall be for projects serving SSSCAFCA's jurisdiction. Expert witness testimony may also be required.

SSCAFCA makes no guarantee as to the amount of work to be issued under any future contract issued pursuant to this RFP.

(*End of Section 2*)

Section 3 – CONDITIONS GOVERNING PROCUREMENT

3.1. **Overview.** This section of the RFP contains the schedule for the procurement, describes the major events and milestones and specifies general conditions governing the procurement.

3.2. **Schedule of Events.** SSCAFCA will make every effort to adhere to the following schedule:

<i>Action</i>	<i>Responsibility</i>	<i>Date</i>	<i>Time</i>
Issue RFP	SSCAFCA	March 6, 2022	N/A
Deadline to Submit Written Questions	Potential Offerors	March 14, 2022	5:00 PM
Response to Written Questions	SSCAFCA	March 16, 2022	5:00 PM
RFP Addenda	SSCAFCA	If applicable, no later than March 16, 2022	5:00 PM
Submission of Proposals	Offerors	March 22, 2022	3:00 PM
Proposal Evaluation and Ranking (Including time for Interviews, Oral Presentations, and Best and Final Offers) *	Evaluation Committee	March 22-29, 2022	
Notify Offerors of Selection	SSCAFCA	March 30, 2022	
Finalize Contract	SSCAFCA/Offeror	April 21, 2022	

*Offerors will be notified by the Fiscal Services Department if and when to expect interview and Best and Final Offer dates.

3.2.1. **Written Questions and RFP Amendments.** Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact. SSCAFCA response to questions will be formalized as an addendum to the RFP.

3.2.2. **Addenda/Communication.** The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site: <https://www.sscafca.org>. Oral and other interpretations or clarifications will be without legal effect.

It is the responsibility of all potential Offerors to check the website and to ensure that all addenda have been acknowledged on the “Required Information Form” (provided in Appendix A) before submitting their proposal.

- 3.2.3. **Proposal Evaluation.** The evaluation and ranking of proposals will be performed by the Evaluation Committee during the time period noted in the Schedule of Events.
- 3.2.4. **Selection of Finalist.** The Evaluation Committee will select, and the Point of Contact will notify the Finalist Offeror(s).
- 3.2.5. **Oral Presentations and Interviews.** The Evaluation Committee may request oral presentations or interviews by the Offerors. If this is required, the requested action will take place at the SSCAFCA office within the proposal evaluation timeframe specified the Schedule of Events.
- 3.2.6. **Finalize Contract.** The Contract will be finalized with the most qualified Offeror(s). In the event that mutually agreeable terms cannot be reached, SSCAFCA reserves the right to terminate negotiations with that Offeror.
- 3.2.7. **Protest Deadline.** The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm local time on the tenth (10th) calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

3.3. General Requirements.

- 3.3.1. Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.
- 3.3.2. Proposals and any other information submitted by Offerors in response to this RFP shall become the property of SSCAFCA.
- 3.3.3. Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by SSCAFCA, at its option.
- 3.3.4. It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made through the Point of Contact named in Section 0. SSCAFCA will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site.
- 3.3.5. A proposal may be amended or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. An amendment must be a complete replacement for a previously submitted proposal and must be clearly

identified in a transmittal letter signed by the Offeror's authorized representative. SSCAFCA reserves the right to request proof of authorization to withdraw or amend a proposal.

- 3.3.6. All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the procurement is completed.
- 3.3.7. SSCAFCA may evaluate the proposals based on the anticipated completion of all or any portion of the project. SSCAFCA reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project when deemed to be in SSCAFCA's best interest. SSCAFCA makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 3.3.8. SSCAFCA may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- 3.3.9. By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by SSCAFCA.
- 3.3.10. Offeror acknowledges and accepts that any expense incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror.
- 3.3.11. SSCAFCA expects the highest level of ethical conduct from Offerors including adherence to all applicable laws regarding ethical behavior. The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 (1984 as amended), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 3.3.12. After identifying the highest scoring Offeror(s), SSCAFCA will attempt to negotiate final terms of a Contract with such Offeror(s), on such terms as SSCAFCA deems in its best interest. SSCAFCA reserves the right to negotiate all elements of the Contract.
- 3.3.13. SSCAFCA shall evaluate any potential conflict of interests identified and determine if it is a direct conflict of interest. A direct conflict of interest shall be cause for disqualifying an Offeror from consideration. SSCAFCA's determination shall be final.

(End of Section 3)

Section 4 - SUBMISSION REQUIREMENTS

- 4.1. **Overview.** This section contains the list of mandatory requirements, scoring categories, and related information. Offerors must respond to the mandatory requirements and should respond to the scoring categories of this RFP providing the required responses, documentation, and assurances.
- 4.2. **Proposal Format.** The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 4.2.1. Table of Contents
 - 4.2.2. Mandatory Requirements
 - 4.2.3. Scoring Categories.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP, may be deemed non-responsive and rejected on that basis.

- 4.3. **Mandatory Submission Requirements.** Failure to comply with a mandatory requirement will result in disqualification of the proposal. The items listed below will not be counted towards the page limit provided in Section 1.5.

The following items must be submitted with the proposal:

- 4.3.1. **Required Information Form.** See Appendix A.
 - 4.3.2. **Campaign Contribution Disclosure Form.** See Appendix B. In accordance with the Procurement Code, Section 13-1-28, all prospective contractors who are seeking to enter into a contract with a state agency or local public body are required to file the attached “Campaign Contribution Disclosure Form” with that state agency or local public body, in this case, SCAFCA. This form must be filled out in its entirety and submitted with the proposal.
 - 4.3.3. **Proof of Insurance.** Certification of professional liability insurance of at least one million dollars (\$1,000,000).
- 4.4. **Scoring Categories.** The following items will be evaluated on a points-based system, as outlined in Section 5.1. Failure to respond to a Scoring Category will result in zero (0) points being awarded for that item.
 - 4.4.1. **Experience and Capability of Proposed Professional Surveyor and Project Team**
 - a. Provide qualifications of key team members shown in organization plan including membership in professional organizations and licensure.
 - b. Provide any unique knowledge of key team members relevant to this scope of work.

4.4.2. Specialized Technical Experience

- a. Identify specific experience the proposing firm has with projects in the City of Rio Rancho, Town of Bernalillo, Village of Corrales or Sandoval County.
- b. Identify and describe Offeror’s sub-consultants, if applicable, and their role during task orders.
- c. Describe Offeror’s familiarity and experience with processes for plat approval in the City of Rio Rancho, Town of Bernalillo, Village of Corrales and Sandoval County.
- d. Describe Offeror’s familiarity with SCAFCA/CoRR Development Process Manual Section 6 Rights-of-way, Easements, and Covenants.

4.4.3. Projects Completed

- a. Provide a summary of up to three (3) representative projects performed by firm in the last year and describe the Offeror’s role during the project.

4.4.4. Technical Approach

- a. Describe Offeror’s understanding of the Scope of Work/Specifications identified in Section 1.2 of this RFP.
- b. Describe how the Offeror will manage specific task orders to ensure timely completion.
- c. Describe Offeror’s quality assurance/quality control practices to minimize errors and omissions.

4.4.5. Quality and Content of Proposal

- a. The proposal will be scored on the overall quality of the assembly and presentation of information.

4.4.6. References

- a. Please provide three (3) references for work completed within the last year. No more than one SCAFCA personnel can be listed.

4.4.7. Resident Contractor -or- Resident Veterans Contractor Preference

- a. If applying for a resident contractor or resident veteran contractor preference for this RFP, Offeror must submit the applicable certificate issued by the New Mexico Tax and Revenue Department.
- b. Only one preference may be applied to RFP scoring. Please see NMSA 1978, Sections 13-1-21 and 13-1-22.

(End of Section 4)

Section 5 - EVALUATION OF PROPOSALS

5.1. **Evaluation Summary.** The following table is a summary of evaluation factors and the maximum point factors assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

MANDATORY SUBMITTAL REQUIREMENTS		
<i>RFP Section</i>	<i>Description</i>	<i>Evaluation Method</i>
4.2.1	Required Information Form - Appendix A	Pass/Fail
4.2.2	Campaign Contribution Disclosure - Appendix B	Pass/Fail
4.2.3	Proof of Insurance	Pass/Fail
SCORING CATEGORIES		
<i>RFP Section</i>	<i>Description</i>	<i>Max. Possible Points</i>
4.3.1	Experience and Capability	20
4.3.2	Specialized Technical Competence	20
4.3.3	Projects Completed	20
4.3.4	Technical Approach	20
4.3.5	Quality and Content of Proposal	5
4.3.6	References	15
4.3.7	Resident Contractor Preference (See NMSA 1978, Section 13-1-22); OR	5
	Resident Veterans Contractor Preference (Up to 10 points, See NMSA 1978, Section 13-1-22)	10
TOTAL POINTS POSSIBLE		110

(End of Section 5)

Appendix A – Required Information Form

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE #: _____

FEIN: _____

CONTACT PERSON FOR PROPOSAL: _____

E-MAIL ADDRESS*: _____

ALTERNATE EMAIL CONTACT*: _____

SSCAFCA may attempt to contact Offeror via email. Please provide additional email contact information if available.

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST

Please indicate any potential conflicts of interest including, but not limited to:

1. Accepting an assignment where duty to the client would conflict with the Offeror’s personal interest, or interest of another client.
2. Performing work for a client or having an interest which conflicts with this contract.
3. If NO conflict exists, write NONE below.

(Please attach additional pages if necessary)

3. LITIGATION STATUS

Provide a brief list of any pending, settled, tried, or other litigation the firm has been involved in for the past five (5) years relating to professional surveying services performed by the firm, with a description of the case(s) and their current status, if applicable. If not applicable, write NONE below.

(Please attach additional pages if necessary)

4. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this document, through the undersigned representative who has the authority to bind the Offeror, and by submitting this proposal in response to this RFP, the Offeror agrees to the following:

1. To perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP.
2. To be bound by this proposal for a minimum of 60 days from the date proposals were due.
5. Receipt of all addenda that have been issued for this RFP.

SIGNED BY:

Name (print)

Signature

Title

Date

(End of Appendix A)

Appendix B – Campaign Contribution Disclosure Form

PROSPECTIVE CONTRACTOR NAME: _____

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 fifty dollars (\$250.00) 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.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBERS, OR THEIR REPRESENTATIVES HAVE 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.

For the purposes of this procurement, the applicable public officials are the SSCAFCA Board of Directors named below:

James Fahey Jr., Chairman
4828 Corrales Rd.
Corrales, NM 87048

Cassandra D’Antonio, Board Member
6031 Redondo Sierra Vista NE
Rio Rancho, NM 87144

Mark Conkling, Chairman Pro Tem
2528 Sandia Loop NE
Rio Rancho, NM 87124

John Chaney, Treasurer
3592 Calle Suenos
Rio Rancho, NM 87124

Ronald Abramshe, Board Member
852 Golden Yarrow Trail
Bernalillo, NM 87004

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 (\$250.00) WERE MADE to an applicable public official by me, or my family members or my representatives.

Signature

Date

Title (position)

(End of Appendix B)

Appendix C – Sample SCAFCA Contract

(This Page Intentionally Left Blank, See Following Pages)

SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY
PROFESSIONAL ON-CALL SURVEYING SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
_____ (“SSCAFCA”) and
_____ (“Consultant”).

From time to time SSCAFCA may request that Consultant provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

SSCAFCA and Consultant further agree as follows:

1. Services Of Consultant

Consultant’s services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific services to be performed and deliverables to be provided. This Agreement is not a commitment by SSCAFCA to Consultant to issue any Task Orders. SSCAFCA makes no representation or guaranty on the amount of services, if any, which will be required of the Consultant.

Work performed under this Professional On-Call Surveying Agreement will be subsequently approved in a task order format. The format will include a prepared scope of work, including Consultant’s fees as specified in Article III, and must be approved prior to work initiation. A sample blank task order form is attached to this Agreement as Exhibit III.

2. Standards Of Performance

The Consultant shall perform Professional On-Call Surveying Services relevant to the Project based upon the terms and conditions set forth herein and as approved by task order(s). All work performed shall attempt to meet the highest ethical and moral standards and shall comply with the federal, state, and local regulations and requirements including all applicable SSCAFCA Regulations and Policies.

3. Consultant’s Fee

A. Compensation

Compensation will be based upon the agreed upon rates set forth in Exhibit II and based upon a Task Order prepared by the Consultant and approved by SSCAFCA prior to the work being done for each project assigned to the Consultant by SSCAFCA.

B. Payment Schedule For Fees

In consideration for the services provided pursuant to Article I, payment for services rendered will be billed by the Consultant on a monthly basis and SSCAFCA shall pay on the following charges:

- a. All fees, costs and expenses as per the agreed upon rates based on the Reimbursable Expenses Schedule and Standard Hourly Rates included as Exhibit II. Said fees, costs and expenses shall not increase during the term of the Agreement unless approved in writing by SSCAFCA; and
- b. New Mexico gross receipts tax at the applicable rate.

C. Cost Records

Upon written request by SSCAFCA, and in response to an audit or special need for the information, the Consultant shall furnish cost records for all billings sufficient to substantiate all charges and fees. The Consultant shall complete work and cost records for all billings on such forms and in such manner as is satisfactory to SSCAFCA.

D. Deleted Work

If work performed by the Consultant is deleted due to a change in design criteria or due to deletion of a portion or the entire project, the parties agree to negotiate equitable payment for such deleted work of the Consultant. The amount of payment due shall be determined by applying a percentage of the unpaid balance representing the percent of the progress made by the Consultant toward completing the deleted work. These amounts shall then be due the Consultant and authorized for payment provided the completed work is satisfactory to SSCAFCA.

E. Subcontracting Fees

When the Consultant has certain portions of the work performed by a subcontractor, the Consultant will submit pay requests by the subcontractor to SSCAFCA with markup identified in Exhibit II. Subcontractors, to be used by the Consultant, will be identified on the Task Order.

4. Ownership Of Plans And Documents: Records

- A. All documents prepared as part of or related to the project, including, but not limited to the field notes graphics, GIS information and any computer generated materials prepared under this Agreement as instruments of service, are and shall remain, the property of SSCAFCA. At the termination of this Agreement or the conclusion of the project, whichever is sooner, upon request by SSCAFCA, the Consultant shall deliver in a form acceptable to SSCAFCA one digital set of data generated due to a Task Order. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country by the Consultant. SSCAFCA shall have unrestricted

authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

- B. After project completion and final payment under this contract, the Consultant shall maintain for no less than ten (10) years, copies of all documents, maps, records, computer data, and computer generated materials, tests and field notes which were developed in the course of work on the project for SCAFCA and for which compensation has been received by the Consultant. The above shall be the property of SCAFCA, maintained by the Consultant, at no additional cost to SCAFCA and in accordance with applicable law and requirements prescribed by SCAFCA. If required by SCAFCA, and upon written request, delivery of these documents or copies of this information shall be transmitted to SCAFCA at a mutually agreed upon cost.

5. Termination

- A. This Agreement may be terminated by either party upon fifteen (15) days written notice to the other party in the event of substantial failure by the other party to fulfill its obligation under this Agreement through no fault of the terminating party.
- B. This Agreement may also be terminated by SCAFCA for its convenience upon fifteen (15) days written notice to the Consultant.
- C. In the event of termination as provided in this Article, the Consultant shall be paid in full for services performed to the date of such termination, provided such work is satisfactory to SCAFCA, an amount to be negotiated between the parties. Such amount shall be paid by SCAFCA upon the Consultant's delivering to SCAFCA, in a form acceptable to SCAFCA, the data reports, summaries, documents, computer data and computer generated materials of any nature and other such information and materials as may have been accumulated, acquired, or prepared by the Consultant in performing the services included in this Agreement whether completed or in progress. Cost of delivery to SCAFCA of the work product defined above shall be included in the compensation amount negotiated between the parties to terminate this Agreement.

6. Assignment

This Agreement shall not be assigned except upon written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto.

7. Indemnity

The Consultant hereby agrees to hold harmless, indemnify and defend SCAFCA, its officers, agents and employees from and against all liability, suits, actions, claims, damages, attorney fees and costs arising out of or resulting from the Consultant's and/or any of its Subcontractor's employees, agents, or officers negligent conduct, performance, act(s), error(s) or omissions(s) relating in any manner whatsoever to this Agreement. Provided, however, nothing in this Agreement shall be construed to require the Consultant to defend, indemnify and hold harmless

SSCAFCA, its officers, agents and employees from and against any liability, suits, actions claims, damages and attorney fees caused by or resulting from the negligence of SSCAFCA, its officers, agents and employees.

Receipt by SSCAFCA of the Consultant's services under this agreement, review by SSCAFCA of any plans, specifications and documents prepared by the Consultant, and SSCAFCA authorizations for the Consultant to proceed with the various phases of services shall not be construed as approval of the Consultant's work product by SSCAFCA or as the giving of instructions or directions by SSCAFCA. These indemnification provisions are subject to the limitations and provisions of NMSA 1978, Section 56-7-1(1971).

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

When the Consultant acts as an agent for SSCAFCA, SSCAFCA, to the extent authorized by law, shall defend, indemnify, and hold harmless the Consultant from and against all suits, actions, or claims resulting from negligent acts, errors, or omissions of SSCAFCA and from actions, suits, or claims resulting from actions taken or services rendered by the Consultant at the direction of SSCAFCA which are not resulting from the negligent acts, errors, or omissions of the Consultant.

8. Insurance

A. General Conditions

If applicable, SSCAFCA will require that the Consultant procure and maintain in full force and effect during the life of this agreement, such insurance as is required herein. Policies of insurance shall be written by companies licensed or approved to do business in the State of New Mexico.

The Consultant shall furnish SSCAFCA copies of certificates of required insurance in a form satisfactory to SSCAFCA (or copies of insurance policies if SSCAFCA calls for them). **All certificates of insurance (or policies) shall provide that thirty (30) days written notice be given to SSCAFCA before a policy is cancelled or not renewed except that thirty (30) days notice shall not apply for non-payment of premiums.** Various types of required insurance may be written in one or more policies.

If part of this Agreement is subcontracted, the Consultant shall require its subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Consultant's insurance policies.

B. Approval of Insurance

Even though a "Notice to Proceed" may have been given, the Consultant or subcontractor shall not begin any work under this Agreement until the required insurance has been obtained and the proper Certificates (or insurance policies) have been provided to SSCAFCA, adding SSCAFCA as an additional insured. Neither approval nor failure to disapprove certificates, policies or the insurance by SSCAFCA shall relieve the Consultant of full responsibility to maintain the required insurance in full force and effect.

C. Professional Liability Insurance

The Consultant will be required to obtain Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate provided however, that there shall not be a per claim limit of less than \$1,000,000.

In the event SSCAFCA elects to require insurance coverage in excess of \$1,000,000 the cost directly incurred by the Consultant, if it is in addition to the Consultant's Basic Professional Liability Insurance, shall be a direct reimbursable expense (additional insurance premium cost only) paid by SSCAFCA.

D. Commercial General Liability And Automobile Insurance

All commercial general liability and automobile insurance policies shall have liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death and property damage in any one occurrence.

Said policies of insurance shall be in effect for the term of this Agreement and include coverage for all operations performed for SSCAFCA by the Consultant. Consultant shall provide with the Certificate of Insurance an endorsement from their policy showing the Consultant carries Additional Insured coverage.

E. Workers' Compensation Insurance

The Consultant shall comply with the provisions of the Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law.

F. Increased Limits

If, during the life of this contract, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, SSCAFCA may require the Consultant to increase the maximum limits of any insurance required herein. In the event that the Consultant is so required to increase the limits of such insurance, an appropriate adjustment in contract amount will be made.

G. Notification

Consultant agrees to notify Owner of any change or cancellation of insurance policy.

9. Project Schedule Compliance

It is the goal of SSCAFCA in entering into this Agreement with the Consultant to complete projects in a timely fashion. After execution of this Agreement, the Consultant shall furnish SSCAFCA a project schedule for approval with each task order and task billing. Once a task order is approved, a notice to proceed will be issued. Unless otherwise agreed to in writing between the parties, compliance with the project schedule is mandatory and must be met by the Consultant.

10. Independent Contractor

Neither the Consultant nor its employees are considered to be employees of SSCAFCA for any purpose whatsoever. The Consultant is considered to be an independent contractor at all times in the performance of the services described herein. The Consultant further agrees that neither it nor its employees are entitled to any benefits from SSCAFCA under the provisions of the Workers' Compensation Act, or to any of the benefits granted to employees of SSCAFCA.

11. Personnel

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with SSCAFCA. All the services required hereunder shall be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of SSCAFCA. Any work or services subcontracted hereunder shall be specified in a written contract or agreement and shall be subject to each provision of this Agreement.

12. Consultant's Performance

In the performance of professional services, the Consultant will use the degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties expressed or implied, are made or intended in any of the Consultant's proposals, contracts or reports.

13. Reports And Information

At such times and in such forms as SSCAFCA may require, there shall be furnished to SSCAFCA such statements, records, reports, data and information, as SSCAFCA may request pertaining to matters covered by this Agreement. Compensation to the Consultant for furnishing the reports and information shall be invoiced and paid as special services.

14. Information Provided By SSCAFCA

The Consultant shall be entitled to rely upon the accuracy of data and information provided by SSCAFCA or agents of SSCAFCA without independent review or evaluation. This does not relieve the Consultant of its duties or of reviewing the data and bringing to SSCAFCA's attention, or its agent, any inaccuracy in the data that it may find.

15. Time Of Performance

Services of the Consultant shall commence on the date of final execution of the agreement and task order and only after issuance of the Notice to Proceed and shall be undertaken and completed as set forth in the project schedule, as approved.

16. Audits And Inspections

At any time during normal business hours and as often as SSCAFCA may deem necessary, there shall be made available to SSCAFCA for examination, all of the Consultant's records with respect to all matters covered by this Agreement. The Consultant shall permit SSCAFCA to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoice materials, payrolls, and other data relating to all matters covered by this Agreement, except as specifically excluded by law.

17. Subcontracting

No work shall be subcontracted without the prior written consent of SSCAFCA. The intent of this section shall not be circumvented by the Consultant placing a subcontractor's employees directly on the Consultant's payroll and/or by the use of a subcontractor's materials or equipment.

Nothing contained herein, including, but not limited to approval by SSCAFCA of any subcontractors and/or materials, shall be construed to waive the Consultant's liability of any nature under this Agreement and no bond, insurance or liability of any nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under this Agreement.

18. Compliance With Laws

In providing the scope of services outlined herein, the Consultant and SSCAFCA shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

19. Non-Appropriation Clause

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

20. 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 this Agreement is reasonably capable of completion.

21. 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.

22. Contract Changes

SSCAFCA may, from time to time, request changes in this Agreement or the Scope of Services of the Consultant to be performed hereunder. Such changes will be authorized as an amendment to the Agreement as stipulated in this Agreement.

23. SSCAFCA Obligation On Review

SSCAFCA is not obligated to provide an extensive check of any documents or reports submitted by Consultant. Acceptance of documents, reports and/or investigations by SSCAFCA does not relieve the Consultant or its subcontractors of their responsibility for accurate and complete work.

24. Applicable Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

25. Equal Opportunity Compliance

The Consultant agrees to abide by all federal and state laws pertaining to equal employment opportunity.

In accordance with all such laws, the Consultant agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, 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 not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take immediate appropriate steps to correct these deficiencies.

26. Completion And Expiration Dates

This Agreement shall be for one year from the date of execution; however, services that are in progress or incomplete at the end of the contract year shall be completed. This Agreement may also be renewed for up to three (3) additional years, subject to annual renegotiation of fee schedule and approval by SSCAFCA's Board of Directors.

27. Administration Of Agreement

The Executive Consultant, or his authorized representatives, shall administer this Agreement for SSCAFCA.

28. Approval Required

This Agreement shall not become effective or binding until approved by the Board of Directors of SSCAFCA and executed hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

**SOUTHERN SANDOVAL COUNTY
ARROYO FLOOD CONTROL AUTHORITY**

Date: _____

By: _____

James F. Fahey, Jr.
Chairman

APPROVED AS TO FORM:

Charles V. Garcia
Attorney for SSCAFCA

CONTRACTOR:

Date: _____

By: _____

Its: _____

Federal I.D. Number

Taxpayer Identification Number

EXHIBIT I
SCOPE OF SERVICES

PROFESSIONAL ON-CALL SURVEYING SERVICES

- A. Perform platting actions on SSCAFCA property.
- B. Perform boundary surveys.
- C. Prepare topographic maps.
- D. Perform construction surveying during SSCAFCA construction projects.
- E. Other related tasks as assigned.

EXHIBIT II

SCHEDULE OF FEES BY LABOR CLASSIFICATION

EXHIBIT III
SAMPLE TASK ORDER