

**Henry Roybal**  
Commissioner, District 1

**Anna Hansen**  
Commissioner, District 2

**Rudy N. Garcia**  
Commissioner, District 3



**Anna T. Hamilton**  
Commissioner, District 4

**Hank Hughes**  
Commissioner, District 5

**Gregory S. Shaffer**  
County Manager

August 25, 2022

**SANTA FE COUNTY**  
**RFP No. 2022-0168-PW/APS**  
**CONSTRUCTION SERVICES FOR NORTHEAST/SOUTHEAST (NE/SE)**  
**CONNECTOR PROJECT**  
**PHASE II ADDENDUM NO. 2**

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the RFP as identified in this Addendum No. 2. This documentation shall become permanent and made part of the departmental files.

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***Attachment A: Pre-Bid Agenda***

***Attachment B: Release of Electronic Files Agreement***

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**Clarification: Deadline for Questions has been extended to Friday, August 26, 2022**

Please add this Addendum No. 2 to the original proposal documents and refer to proposal documents, hereto as such. This and all previous and subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Amanda Patterson-Sanchez, Procurement Specialist Senior at [apatterson-sanchez@santafecountynm.gov](mailto:apatterson-sanchez@santafecountynm.gov).



**PHASE II PRE-BID CONFERENCE  
NORTHEAST/SOUTHEAST (NE/SE) CONNECTOR PROJECT  
RFP NO. 2022-0168-PW/BT  
AUGUST 17, 2022  
2:00PM**

**INTRODUCTIONS**

**Contracting Agency: Santa Fe County**

- |                            |                               |                            |
|----------------------------|-------------------------------|----------------------------|
| • Amanda Patterson-Sanchez | Procurement Specialist Senior | Purchasing                 |
| • Bill Taylor              | Procurement Manager           | Purchasing                 |
| • Ivan Trujillo            | Engineering Services Manager  | Public Works               |
| • Brian K. Snyder, PE      | Roads Division Director       | Public Work                |
| • Matthew Nighbert, PE     | Engineer of Record            | Souder Miller & Associates |

**Bid Documents**

- **Carefully read all bid documents for requirements, including the sample agreement for all terms and conditions.**
- **All bid forms must be completed, signed and included in the bid submittal as outlined on “Bid Forms” in the Phase II Documents. *Failure to include any of the listed documents in the bid submittal may be considered grounds for disqualification of the bidder and rejection of its bid.***

**Project Information**

- **Contract Time:** 240 working days. where working days are defined as every day except Saturday, Sunday and holidays recognized by Santa Fe County. If the Contractor Works for six (6) or more hours on a Saturday, Sunday, or Holiday, a Working Day will be charged.
- **Basis of Award:** The most qualified responsive proposal will be awarded based on Evaluation Criteria cumulative score as defined in Attachment “A” – Addendum No.1. Cost will be scored based solely on the “Total Base Bid written in words”, submitted on the applicable Bid Sheet.
- **Project Elements:**
  1. Base Bid / Bid Alternative(s)
  2. Water System (Bid Alternative / Itemized List)
  3. Geotechnical Investigations
  4. Cooperation with Utilities
  5. Materials Sampling and Testing (QC)

## Qualifications:

- All contractors and subcontractors must be registered with the N.M. Department of Workforce Solutions for all work over \$60,000 on day of bid. **All contractors and subs must be registered as “Active” the day of bid opening.**
- Subcontractor Listing Form must be completed with all required information. For all trades that are listed “only one bid received” or “no bid received”, the Contractors must list the name, city, county or place of business and the trade of all businesses contacted for quote.
- Request double-sided bid submittal in accordance with Santa Fe County Resolution 2013-7 “Adopting sustainable Resource Management Principals”.

## Addendum

- **Last Day for Questions:** Friday, August 19, 2022 via e-mail to Amanda Patterson-Sanchez at [apatterson-sanchez@santafecountynm.gov](mailto:apatterson-sanchez@santafecountynm.gov)
- **Addendum Issued:** Tuesday, August 23, 2022 will be sent to the email address provided.
- **Bid Schedule:**
  - Bid Opening:** Monday, September 19, 2022
  - Location:** Santa Fe County Purchasing Division,  
102 Grant Avenue 1<sup>st</sup> Floor, Santa Fe, N.M. 87501
  - Time:** 2:00 PM

## Questions



## **Souder, Miller & Associates**

### **Release of Electronic Files Agreement**

PROJECT NAME / NUMBER:

(“RECIPIENT”) has requested that Miller Engineers, Inc. d/b/a Souder, Miller and Associates (SMA) release certain electronic files/documents ("ELECTRONIC FILES"). To accommodate this request, and solely for the convenience of the RECIPIENT, the RECIPIENT agrees as follows:

1. Use
  - a. The ELECTRONIC FILES are instruments of SMA's services performed solely for the original Owner/Client's benefit and solely for this Project. Notwithstanding the further restrictions outlined in Section 5 of this agreement (Indemnification), if the ELECTRONIC FILES are used for any other project or purpose without SMA's specific written permission, the risk of such use shall be assumed solely by RECIPIENT or other user.
  - b. The RECIPIENT will remove from all ELECTRONIC FILES any reference to SMA or any other members of the design team, including any professional seals or related markings.
  - c. Prior to any reuse of the ELECTRONIC FILES for another purpose, SMA and the RECIPIENT shall agree on the amount and method of payment of additional compensation to which SMA shall be entitled.
  
2. Ownership
  - a. Copyright and ownership of the data are not transferred to the recipient, or to any other party.
  - b. The ELECTRONIC FILES shall at all times remain the property of the SMA and/or original Owner, and in no case shall the transfer of the ELECTRONIC FILES be considered a sale of ownership rights.
  
3. Accuracy
  - a. ELECTRONIC FILES delivered in machine readable form may vary from those contained on paper copies of the documents. This information is not guaranteed to be accurate and should not be considered certified documents. The method of ELECTRONIC FILE transfer cannot be guaranteed to be error free, durable, or compatible with the recipient's hardware, software, or output system, nor can it be guaranteed that the ELECTRONIC FILES will not damage or impair the Recipient's computer or software.
  - b. The ELECTRONIC FILES do not replace or supplement the paper copies of any drawings, specifications, or other documents included for use on the project. RECIPIENT or other users are not relieved of their normal responsibilities to independently check, coordinate, and verify information and dimensions, and to familiarize themselves thoroughly with the project.
  - c. Project elements may have been changed or amended by addendums, bulletins, RFI's, shop drawings, other documents, meetings, and understandings not represented on these ELECTRONIC FILES.
  
4. Risk
  - a. Due to the unsecured nature of the ELECTRONIC FILES and the inability of SMA or the RECIPIENT to establish controls over their use, SMA assumes no responsibility for any consequences arising out of the

use of the data. It is the sole responsibility of the RECIPIENT to check the validity of all information contained herein.

- b. The RECIPIENT shall assume all risks and liabilities resulting from the use of this data, and the RECIPIENT agree(s) to waive any and all claims and liability against SMA and its sub consultants resulting in any way from the use of the ELECTRONIC Files.
- c. The RECIPIENT shall at all times refer to any and all signed and sealed project documents during all phases of the project.

5. Indemnification

- a. SMA is not to be held liable for any damages attributable to the use of the ELECTRONIC FILES, or changes and additions made to the ELECTRONIC FILES by the RECIPIENT or their consultants, subcontractors, or clients.
- b. SMA issues no warranty or guarantee, express, implied, or statutory as to the accuracy, reliability, suitability, or fitness of these ELECTRONIC FILES for a particular purpose.
- c. The RECIPIENT of these ELECTRONIC FILES agrees, to the fullest extent permitted by law, to defend, indemnify, and hold SMA, its parent company and/or subsidiaries, and their directors, officers, partners, employees, harmless from all losses, claims, liabilities, injuries, damages, judgement, suit, costs, and expenses of any kind, including attorneys' fees and costs of defense, arising out of the use, reuse, misuse, modification, misapplication, or misinterpretation of these ELECTRONIC FILES.

By signing below, the RECIPIENT certifies that they are an authorized representative of the requesting party, authorized to enter into this Agreement, and accepts the terms and conditions of the release itemized in this Agreement.

**READ AND ACCEPTED BY:**

Company: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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