

City of Gallup, New Mexico
Purchasing Division
P.O. Box 1270
Gallup, NM 87305-1270
Office: (505) 863-1232; Fax (505) 722-5133
gallupnm.gov/purchasing

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

On Call Engineering Services for City of Gallup, NM
Qualifications Based Proposal

RFP NO. 2018/2019/07/P



CITY OF
GALLUP

RFP DEADLINE ACCEPTANCE:

DATE: JUNE 27, 2019
TIME: 2:00 PM (LOCAL)

PREPARED BY: CITY OF GALLUP
PURCHASING DEPARTMENT

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ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. 2018/2019/07/P

Public notice is hereby given that the City of Gallup, New Mexico, is accepting proposals for:

**On Call Engineering Services for City of Gallup, NM
Qualifications Based Proposal**

As more particularly set out in the RFP documents, copies of which may be obtained from the City of Gallup Purchasing Department, 110 W. Aztec Ave., Gallup, New Mexico 87301; or contact Frances Rodriguez, Purchasing Director at (505) 863-1232. Copies are available for viewing or can be downloaded from: www.gallupnm.gov/bids

Sealed proposals for such will be received at the Office of the Purchasing Department until **2:00 P.M. (LOCAL TIME)** on **June 27, 2019**, when proposals will be received in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked with the RFP Number. **NO FAXED OR ELECTRONICALLY TRANSMITTED PROPOSALS** will be accepted, and proposals submitted after the specified date and time will not be considered and will be returned unopened.

Dated this 18th day of May 2019

By: /S/ Jackie McKinney, Mayor

Classified Legal Column:

Gallup Sun Publishing: Friday, May 24, 2019

Albuquerque Journal: Saturday June 1, 2019

ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL

RFP No. 2018/2019/07/P

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of **Thirty-four (34) pages.**

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on June 14, 2019. **Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City’s written responses to those questions as well as RFP amendments, if any are issued.**

FIRM **DOES** **DOES NOT** (Circle one) intend to respond to this Request for Proposal.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the Request for Proposal.

Return this form by fax or email to: City of Gallup Purchasing Department
Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 722-5133 Fax
[frodriguez@gallupnm.gov](mailto:vrodriguez@gallupnm.gov)

Please return this form by June 14, 2019

I. GENERAL CONDITIONS

The City of Gallup is inviting proposals for:

On-Call Engineering Services for the City of Gallup, NM

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec, Gallup, New Mexico 87301 (mailing address: City of Gallup Municipal Building; Purchasing Department; P.O. Box 1270; Gallup, NM 87305), until **June 27, 2019** at 2:00 p.m. local time. Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses (fax or email) to City of Gallup proposals are **not** accepted. Proposals must be submitted in a sealed envelope.

Physical Address

City of Gallup Municipal Building
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

City of Gallup Municipal Building
Purchasing Department
P.O. Box 1270
Gallup, NM 87305

Mailing: Offerors to utilize the City's self-addressed label on their return mailing envelope or package or note proposal number on exterior of envelope. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note proposal number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the proposal is misplaced or lost by the City.

MODIFICATIONS OR WITHDRAWAL: Proposals deposited with the city may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing Office.

COPIES: Please return six (6) copies of each proposal- one (1) original and five (5) copies.

PROPOSAL OPENING: The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

UNIT PRICES: Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

SAFETY: The City of Gallup shall contract with companies or firms whose operators and equipment meet OSHA standards in their field of expertise.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. Offerors are cautioned that any oral or written representations made by any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to

this solicitation issued by the Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

CONFIDENTIALITY: This proposal shall be open to public inspection after award of a contract except to the extent Offeror designates and identifies trade secrets or other proprietary data to be confidential. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq. NMSA 1978). Confidential data are 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. Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.

DISCUSSIONS: Discussions may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City reserves the right to short list offerors. Offerors submitting proposals may be afforded an opportunity for discussion, oral presentations, and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offerors(s) whose proposals are most advantageous to the City of Gallup.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the request for proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable
or;
3. Unacceptable

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offerors's proposal.
2. Obtaining best and final offers
3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Gallup's designee shall negotiate a contract with the highest qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the

most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract and/or purchase order.

TAXES: The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City of Gallup is non-taxable on tangible goods.

APPROPRIATIONS: The terms of this agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this agreement shall terminate upon written notice being given by the city to the contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

MANDATORY REQUIREMENTS: The Evaluation Committee reserves the right to waive minor irregularities. Mandatory requirements may be waived by the evaluation committee if all of the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. **Mandatory General Conditions or specifications contain the terms “must”, “shall”, “will”, “is required” or “are required”.**

TECHNICAL IRREGULARITIES: The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

CONTRACT TERMS AND CONDITIONS: The contract between the City and Offeror will follow the format specified by the City and contain the terms and conditions set forth in General Engineering Services Contract. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

ACCEPTANCE: Offeror agrees that the proposal shall remain in effect for ninety (90) days from the due date for proposals and subject to acceptance by the City of Gallup within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is

granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

PREFERENCES: A 5% preference of the total points used in evaluating the Request for Proposal shall be awarded to a City of Gallup Resident Business.

A preference of the total points used in evaluating the Request for Proposal shall be awarded to a business that has registered with the State of New Mexico Department of Taxation and Revenue as a resident New Mexico business or Resident New Mexico Veteran's business, and in any case shall be applied in accordance with the provisions of New Mexico Statute 13-1-21 and 13-1-22 NMSA 1978.

The City of Gallup Resident Business preference, State of New Mexico Resident Business Preference, or State of New Mexico Resident Veteran's Business will be factored into the Request for Proposal scores where applicable. However, the preferences are not cumulative and no offeror will receive more than one of the applicable preferences.

For information on State of New Mexico resident business or veteran's resident business bidder's certification call 505-827-0951 or to download applications, go to:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

You must submit a copy of your NM Resident Business or Resident Veteran's Business Certificate with your proposal in order to qualify for the New Mexico Residence preference.

PROTESTS: Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto, state the grounds for the protest, and the relief requested.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico State Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

AWARD: The award shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to the City of Gallup, taking into consideration the evaluation factors set forth in the request for proposals.

THE CITY RESERVES THE RIGHT TO CANCEL THE RFP, OR REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY OF GALLUP.

II. SUPPLEMENTAL TERMS AND CONDITIONS

ELECTRONIC COMMUNICATIONS: Communications regarding this procurement, including issuance of amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

DEBARRED OR SUSPENDED CONTRACTORS: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-4-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

PROFESSIONAL LIABILITY INSURANCE: The Offeror will will not be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be \$1,000,000.

COST PROPOSAL: Cost proposals will be submitted under separate sealed cover.

PROHIBITED CONTACT: Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than one week before the proposal due date/time unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.

CONTACT: For questions or clarification regarding any aspect of this proposal, submit the questions in writing by fax or email to: Frances Rodriguez; City of Gallup Purchasing Office; P.O. Box 1270 (87305); 110 W. Aztec; Gallup, NM 87301; (505) 863-1232; (505) 722-5133 (fax); frdriiguez@gallupnm.gov who shall be the sole point of contact for this RFP.

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain: a) The RFP number b) Proponent name, contact person, phone number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. Questions submitted after **June 17, 2019** may not be addressed.

In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by including a signed copy with their proposal.

ACCESS TO FACILITIES: Offeror's, on their own, may visit the proposed site. City staff will not be available for site tours. Offerors shall have no claim against the City for failure to obtain sufficient access to the site or for problems in subsequent operations caused by inadequate site data which the

Offeror could have remedied through the exercise of due diligence.

CONFLICT OF INTEREST: Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Offeror must notify the City's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the bidder.

ACKNOWLEDGEMENT OF RECEIPT: Return Acknowledgement of Receipt form as soon as possible but no later than JUNE 14, 2019. Only potential offerors who return this form will receive copies of amendments and correspondence.

EXISTING AGREEMENT: The Engineer may extend the terms and conditions of this contract to other governmental entities pursuant to the governing laws of those entities. The City of Gallup shall not have any liability to Engineer as a result of such extension.

APPLICABLE LAW: This proposal and Agreement shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

BID DOCUMENTS: Bid documents may be retrieved by accessing the Purchasing page of the City of Gallup website, www.gallupnm.gov/purchasing, by calling (505) 863-1232 or visiting the Central Purchasing Office at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify vendors of record of amendments/addenda that are issued. If you are not a vendor of record for the solicitation, or if you have downloaded a copy of a solicitation from our website it shall be your responsibility to check our website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of your bid/proposal as non-responsive. In the case of an inconsistency between information on this site and the written document, the written document shall prevail.

III. SCOPE OF WORK

A. **OVERVIEW.** The City of Gallup, hereinafter referred to as the “City,” is soliciting proposals from New Mexico Registered and Licensed Professional Engineering firms, hereinafter referred to as the “Engineer,” for the purpose of having such Engineer available to perform On Call General Engineering Services for City of Gallup facilities and infrastructure. Said firms must have a **minimum of five (5) years previous experience** in the type of services as called for in this proposal.

Contracts resulting from this solicitation will have a base period of two-years from the time of award with an option to renew for one (1) each additional two (2)-year term at the same terms and conditions. The Cost proposal as submitted will be firm and fixed for the first two (2) years of the agreement at which time it may be revised in accordance with Cost (Fee) Redetermination terms on Page 25.

B. **INTRODUCTION.** The City intends to pre-qualify and enter into General Engineering Services Agreements, hereinafter referred to as “Agreements,” with up to the five (5) engineering firms who have submitted proposals; showing that they are able to provide general engineering services for various multifaceted City projects and will respond within the desired timelines. These general engineering services include the areas of expertise as outlined herein, and offerors may respond in one or more areas. **It is anticipated that the largest volume of work will be Civil Engineering for utilities and street improvements.**

Engineer for any given project will be selected by the City at the time services are needed. The agreement to be executed by each Engineer, whose proposal is accepted by the City, shall be substantially in the form attached as the General Engineering Services Contract attached to this Request for Proposals (RFP), Pages 29-34.

C. **SCOPE OF SERVICES.** This RFP is for basic engineering services and related incidental, planning, and special services as defined below. For each contemplated City project, the City will give the selected Engineer a project description including a scope of work and any other special instructions.

1. Basic engineering services include the engineering and project management services normally required for municipal facility, infrastructure, and/or utility projects; including land surveying and architectural, civil, structural, mechanical, electrical, and construction engineering expertise. Such expertise includes but is not limited to:
 - a) Transportation engineering and design for residential, collector, and arterial streets including comprehensive transportation planning, traffic impact analysis, and traffic modeling.
 - b) Land surveying including property boundary, topographic, and aerial photometric

- c) Site development including storm drainage and grading, parking lots, and landscaping.
 - d) Geotechnical assessments such as soil testing and groundwater testing for contamination and remediation.
 - e) Structural engineering and design for foundations, roofs, and retaining walls.
 - f) Facility engineering and design for mechanical, electrical, plumbing, natural gas, and HVAC systems.
 - g) Architectural services as required for support of engineering projects. (A separate contracting procedure will be used for architectural projects.)
 - h) Environmental surveys, assessments, and monitoring for indoor air quality, asbestos, mold, and other related services.
 - i) Water production, transmission, and distribution engineering and design.
 - j) Wastewater collection, transmission, and treatment engineering and design.
 - k) Electrical engineering and design for wells, booster stations, lift stations, and odor control stations.
 - l) Computer network analysis for City water and wastewater systems. (Engineer shall verify the latest software version and update in use by the City to ensure compatibility.)
 - m) Solid waste studies and landfill system design and analysis.
 - n) Project certifications including, cultural, historic, environmental, railroad, right-of-way, and utilities.
 - o) Construction engineering and management.
 - p) On-call building permit and subdivision reviews.
 - q) Expert witness in a judicial and/or quasi-judicial setting.
2. Basic engineering services may be conducted generally in four distinct and sequential phases:
- a) **Feasibility Phase:** This phase involves those planning activities required for determining and justifying project needs; defining the scope of a project; and establishing preliminary project requirements.
 - b) **Engineering Design Phase:** This phase involves all activities required to undertake and accomplish a full and complete project design with construction plans and specifications.

- c) **Construction Bidding (or Negotiation) Phase:** This phase involves providing all bid documents; acting for the City in advertising and securing contractor bids; negotiating as necessary on behalf of the City for construction services; analyzing contractor bid results; furnishing recommendations on the award of contracts; and preparing contract documents.
- d) **Construction Phase:** This phase involves all basic services rendered after the award of a construction contract including, without limitation, as follows:
 - i) Contract administration including any required funding grant documentation.
 - ii) Reviewing and approving material submittals.
 - iii) On-site construction quality assurance and construction management.
 - iv) Reviewing, analyzing, and approving laboratory and mill test reports.
 - v) Preparing and negotiating contract change orders.
 - vi) Determining and recommending payment amounts to contractors.
 - vii) Preparation of as-built construction plans.

3. Basic engineering services may be classified as:

- a) **Planning Services.** This category involves studies under the broad heading of master planning, and it is typically part of the Feasibility Phase. It may include, without limitation, such services as compatible land-use planning; transportation and utility planning; project site selection; data collection; NEPA compliance including categorical exclusions, environmental assessments, and environmental impact studies; archeological and cultural site surveys; other required project certifications; participation in public information programs and other presentations; etc.
- b) **Engineering Services.** In general, these services relate to and include those services described above as part of the Engineering Design Phase.
- c) **Construction Services.** In general, these services relate to and include those services described above as part of the Construction Bidding Phase and the Construction Phase.
- d) **Funding Grant Administration.** These services relate to the writing, preparation, application, submission, administration, and reimbursement of Federal, State, and/or other 3rd party sources of project funding including preparation and submission of Disadvantaged Business Enterprise Plans, Affirmative Action Programs, Storm Water Pollution Prevention Plans, and compliance with any other grant conditions. These services are typically part of all four (4) basic engineering service phases above.

e) **Special Services.** These services are performed the Engineer (or through sub-consultants) from time to time at the request of the City or as part of the Preliminary and/or Engineering Design Phase. It may include, without limitation, such services as traffic counts, turning movements, and traffic impact analysis; project feasibility studies; soils investigations; boundary surveys, topographic surveys, and photogrammetry; environmental, archaeological, and cultural site assessments and studies; FEMA elevation certifications; compatible land use assessments of private development encroachment including annexation, subdivision, and building permit reviews; financial planning and utility rate analysis; expert witness testimony; etc.

4. The Engineer shall have extensive knowledge of all local, state, and federal regulations and standards, and the Engineer shall advise the City with regard to these regulations and standards and how they apply to a proposed project.

D. **Individual General Engineering Services Contracts.** Individual General Engineering Services Contracts, herein after referred to as “Work Orders” or “Purchase Orders”, for specific projects will be negotiated on a case-by-case basis and will require a cost proposal from the Engineer proposing to do the work. Costs submitted will be in accordance with the prices as submitted with this RFP.

The City will select the Engineer for a particular type of work, based on experience and performance with similar projects, references, and availability. This will include the ability to meet schedules, cost control, and responsiveness to the City.

The Engineer shall have engineering and support staff available as necessary for performing Work Orders with an assigned project manager who is responsible, on behalf of the Engineer, for satisfactory performance of the terms of each Work Order during the progress of each individual project. All work shall be under the direction of a New Mexico licensed and registered Engineer who has been legally licensed and registered by the State of New Mexico.

All parties competing for the City’s work are advised that projects may be accomplished over the course of several funding grants or funded by several grants totaled together. In addition, all parties are advised that some of the services listed may not be required and that the City reserves the right to initiate additional procurement actions for any of the services included herein.

E. **Deliverables:** Each Work Order will require a list of deliverables along with a time line and method of payment (as necessary). The Engineer may be required to supply the following items to the City when specified and as requested on the Work Order for each individual project.

1. Preliminary project report in a MS Office 2010 or later digital format; containing but not limited to a work breakdown structure, schedule of work, and cost estimate.
2. Final project report in a PDF digital format; containing but not limited to a work breakdown structure, schedule of work, and cost estimate.

3. 30% construction plans and specifications in hard copy; MS Office 2010 or later; and PDF digital format.
4. 90% construction plans and specifications in hard copy; MS Office 2010 or later; and PDF digital format. (90% plans and specifications will require submission to City Plan Check for City review.)
5. Final construction plans and specifications in hard copy; MS Office 2010 or later; and PDF digital format.
6. As-built drawings in PDF digital format.
7. Reproducible construction plans and reproducible as-built drawings to be drawn in AutoCAD and delivered in DWG digital form of version 2010 or later.
8. Computer network analysis for water and wastewater shall be provided to the City in digital format. It shall include the entire model with changes and a text summary (report) of the network analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineer shall verify the report format with the City. The computer network analysis shall be provided using the latest version and update in use by the City to ensure compatibility.
9. Any other item as specified in the Work Order for that project.

IV. MANDATORY QUALIFICATIONS

QUALIFICATIONS: All lead firms submitting a proposal shall have a minimum of five (5) years previous experience in providing the services required on this RFP.

DESIGN PROFESSIONAL REGISTRATION: All work shall be under the direction of a New Mexico licensed and registered Engineer legally licensed and registered by the State of NM.

V. INSURANCE

The Engineer will be required to provide proof of, and maintain, insurance prior to performing work on City owned property. The requirements are as follows:

1. General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 Aggregate
 - a. Includes Coverage for Premises/Operation Coverage & Products/Completed Operations
 - b. Must be Occurrence form coverage
 - c. Coverage shall remain in force for the duration of the contract.
2. Auto Liability: \$1,000,000.00 Each Accident
 - a. Covers all owned, leased, hired and non-owned autos or “any auto”
3. Professional Liability: Minimum \$1,000,000 aggregate
4. Workers Compensation:
 - a. When applicable by law, firm must provide the New Mexico statutory limits.
5. City of Gallup Named as Additionally Insured:
 - a. This condition is required for all insurances requested except Professional Liability

Coverage must be as broad as the coverage provided to the insured. Coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided.

The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least (30) thirty days’ prior written notice has been given to the City.

VI. PROPOSAL INFORMATION

A. Cost Proposal Information

The Cost Proposal will not be used in the evaluation and selection of the Proposers for the award of the agreement. The Cost Proposal will only be used as a basis for contract negotiations once the highest rated Engineer(s) are determined. The Engineer must include a schedule of professional fees in a **SEPARATE** sealed envelope within the same shipping container as the proposal, and labeled "Cost Proposal." The schedule of professional fees must include, as a minimum, hourly rates for personnel as well as materials/reimbursable expenses. **RESPONDENTS WHO INCLUDE COST WITHIN THE TECHNICAL PROPOSAL WILL COMPROMISE THE EVALUATION PROCESS AND WILL SUBJECT ITS PROPOSAL TO IMMEDIATE DISQUALIFICATION.**

B. Number of Responses/Copies

Offerors shall provide one (1) original and five (5) identical copies of their proposal.

C. Proposal Format

The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of **twenty-five (25)** numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics. Points may be deducted if the page count is exceeded. If there is any question as to format requirements contact the Purchasing Department for clarification, prior to submittal of the proposal.

Material excluded from the **twenty-five (25) page** maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Tables of Contents page (one page maximum)
- Letter of Transmittal
- Resumes
- Comments on Draft Agreement
- Certificate(s) of insurance
- Campaign Contribution Disclosure Form
- Acknowledge Receipt of Amendment forms
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if applicable)
- Current I.R.S. W-9 Form
- Resident Business Preference Table (Page 22; if Applicable)
- Cost/Fee Proposal (under separate, sealed cover)

D. Proposal Organization

All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such.

Proposals shall be organized and tabbed in the same order as the evaluation criteria.

A separately tabbed Appendix shall be included at the end of offeror's proposal that contains the following: **1)** Letter of Transmittal; **2)** Campaign Disclosure Form; **3)** Acknowledgement of Receipt of Amendment forms (if any); **4)** Current insurance certificates should be included; **5)** Address specific concerns with the Draft Agreement, if any **6)** Copy of New Mexico Resident Bidder or Resident Veterans Certificate **7)** Current I.R.S. W-9 form **8)** Resident Business Preference Table (if Applicable).

Proposals shall be organized as follows:

Response to Specifications/Scope of Work, organized and tabbed in the same order as the Evaluation Criteria.

A separately tabbed Appendix shall be included at the end of offeror's proposal consisting of:

1. Letter of Transmittal—Each proposal must be accompanied by a Transmittal letter. The Transmittal letter shall identify the Offerors as follows:
 - a. Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
 - b. Be signed by a person authorized to contractually obligate the Offeror that explicitly indicates substantial acceptance of the Agreement Between Owner and Contractor and compliance with all codes, regulations, facilities, City standards and requirements and laws that shall apply to this project.
2. Campaign Contribution Disclosure Form –A form is included with this RFP. Any prospective contractor must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.
3. Acknowledgement of Receipt of Amendment forms (if any issued)
4. Copy of current insurance certificate indicating coverages in the amount indicated in the proposal should be submitted.
5. Address specific concerns with the Draft Agreement, if any.
6. Copy of New Mexico Resident Bidder Certificate – Offeror **MUST** include a copy of their New Mexico Resident Business or New Mexico Resident Veteran Business Certificate for purposes of receiving the New Mexico Resident Business or New Mexico Resident Veteran Business Preference, if applicable.

- 7) Current IRS W9 Form; City of Gallup Business License should be included if available
- 8) Resident Business Preference Table (Page 22; if Applicable)
- 9) Cost Proposal to be submitted in **SEPARATE SEALED ENVELOPE** within the same shipping container/envelope as the Technical Proposal

E. Cost Proposal Information

The Cost Proposal will not be used in the evaluation and selection of the Proposers for the award of the agreement. The Cost Proposal will only be used as a basis for contract negotiations once the highest rated Engineer(s) are determined. The Engineer must include a schedule of professional fees within the same shipping container as the proposal but in a **separate sealed container labeled “Cost Proposal.”** The schedule of professional fees must include, as a minimum, hourly rates for personnel as well as materials/reimbursable expenses.

RESPONDENTS WHO INCLUDE COST WITHIN THE TECHNICAL PROPOSAL WILL COMPROMISE THE EVALUATION PROCESS AND WILL SUBJECT ITS PROPOSAL TO IMMEDIATE DISQUALIFICATION.

In separate, sealed envelopes, include six (6) copies of the cost proposal, unless otherwise specified in the RFP, marked as COST PROPOSAL and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, Total Price shall include all costs except gross receipts tax.

Enclose both the Technical Proposal and Cost Proposal envelopes in one shipping container to be mailed or delivered to the Purchasing Department. Cover envelope or shipping container should be marked as stated in the General Conditions.

VII. PROPOSAL SCORING AND EVALUATION INFORMATION

A. Scoring

Each member shall rate each proposal on each criterion by scoring proposals according to the evaluation criteria.

B. Evaluation

Utilizing the materials provided by the Purchasing Section, and the criteria outlined within the request for qualification or proposal, committee members will evaluate the firms against the requirements of the RFP.

At the committee meetings, the Procurement Manager will poll members of the committee to provide any comments relative to the proposals that influenced their scores. Discussions may be held with Offerors for the purposes of obtaining clarification, or obtaining Best and Final Offers.

Following discussion by the members, each member may review scores, may make any changes and confirm point totals on the evaluation forms.

C. Oral Interviews

Based upon the results of scoring, the committee will determine whether interviews will be conducted. Interviews will be conducted if a majority of the members present at the meeting determine whether interviews are in the best interest of the City.

Should the committee elect to conduct interviews, the top respondents will be interviewed. The Purchasing staff will coordinate the interviews with each interviewee of the time, date and place the committee will conduct interviews and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated.

D. Evaluation Criteria

Shortlisting - A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each. Responses to the RFP shall include information and past project experiences specific to the team submitting the proposal.

1. **Specialized Design:**

- Brief history of firm, including demonstrating 5 years' previous experience in providing similar services.
- Qualifications/competence of key personnel assigned to projects including professional background, education and experience, including any known subcontractors.
- Firm's approach to project cost estimating and incorporation of Life Cycle Cost Analysis into the design process.

2. **Capacity and Capability:**

- Information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.

- Describe how you will control expenditures within your organization for work hours, direct costs, and other costs associated with direct service fees.
- Include an Organizational chart that clearly delineates lines of authority within your organization.

3. Past Record of Performance:

- Information on four (4) recent projects to include owner’s project budget, final construction cost estimate, bid price including accepted alternates, total number and cost of Change Order. Only one of the recent projects should be for the City of Gallup. Include contact information.
- Information on these projects showing owners schedule compared to actual project schedule.
- Explain your approach to how any project difficulties/issues are handled.

4. Proximity to and Familiarity with Project Area Locations:

- Provide information relative to the project’s location and how members of the project team can respond to issues at the project location.
- Provide information demonstrating familiarity within the vicinity of the Gallup area

5. Amount of Design Work to be produced by a New Mexico business in this State:

- Indicate the amount the of design work to be produced by a New Mexico Business within this State.

The City reserves the right to contact any references, or make any investigation as deemed necessary.

Factor	Points Available
A Technical Specifications	
A(1) Specialized Design And Technical Competence	35
A(2) Capacity and Capability Of The Business	25
A(3) Past Record of Performance	25
A(4) Proximity To/Or Familiarity Project locations	10
A(5) Design Work Produced by New Mexico Business	5
SUBTOTAL	100 Points
New Mexico Resident bidder or Resident Veteran Bidder	10 points Maximum
TOTAL	110 Points w/Preference Possible
Mandatory Requirements/Submittals	
B(1) Campaign Contribution Disclosure Form	Pass/Fail
B(2) Letter of Transmittal	Pass/Fail
B(3) Firm with minimum 5 years’ experience	Pass/Fail
B(4) New Mexico registered Engineer	Pass/Fail

Failure to meet mandatory qualification or submit a mandatory submittal will be grounds for disqualification

E. Application of In-State Preference:

1. Pursuant to Section 13-1-21(C) (2), NMSA 1978. When a public body makes a purchase using a formal request for proposals process.
 - a. If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of (5) five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate. A resident Veteran’s business shall be awarded the equivalent of (10) ten percent preference of the total possible points.
 - b. The City’s RFP award process is based on a point system with 100 points possible. With the in-state preference applied, 105 points will be possible; with the resident Veteran’s preference 110 points are possible.
2. Pursuant to Section 13-1-21 (D), NMSA 1978. When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection E of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

Offeror will complete the following table if submitting a joint proposal:

Firm Name, Location Of Resident Business	Work to be Performed	% of Work Performed Compared to Total Contract Cost
Firm Name, Location Of Non-Resident Businesses	Work to be Performed	% of Work Performed Compared to Total Contract Cost

Points shall be distributed by the percent of work identified above calculated as follows:
 Example: 35% of work will be performed by the certified resident business: 35% of 5 points = 1.75 points.

F. Proposed Schedule

It is the intent of the City to adhere to the following schedule. However, the City reserves the right to adjust or modify the schedule.

Action		Due Dates Sample Time Frames
1. Advertise RFP		May 24, 2019; June 1, 2019
2. Acknowledgement of Receipt Due		June 14, 2019
3. Deadline to submit Questions		June 17, 2019 5:00pm Local Time
4. <i>Submission of Proposal</i>		June 27, 2019 2:00 pm Local Time
5. Evaluation		July 1-15, 2019 Approx.
6. Award		TBD

COST (FEE) PROPOSAL

The price proposal shall be for the **ACTUAL** hourly rate (**including overhead & profit**) and exclusive of taxes for the following (attach additional pages if required):

Principal, P.E.	_____ Per Hour
Project Engineer, P.E.	_____ Per Hour
Engineer Intern	_____ Per Hour
Engineer Technician	_____ Per Hour
Construction Inspector, Senior	_____ Per Hour
Construction Inspector	_____ Per Hour
CAD operator/Drafter, Senior	_____ Per Hour
CAD operator/Drafter	_____ Per Hour
Administrative Assistant	_____ Per Hour
Land Surveyor, PS	_____ Per Hour
Two (2) Man Survey Crew	_____ Per Hour
Three (3) Man Survey Crew	_____ Per Hour
Other _____	_____ Per Hour

Reproduction:

1. Copies (B & W, all sizes)	@	\$_____ per copy
2. Color Copies (8 ½ X 11)	@	\$_____ per copy
3. Color Copies (11 X 17)	@	\$_____ per copy
4. Mylars (24 X 36) per sheet	@	\$_____ per sheet
5. Other (Please List)	@	\$_____ per _____

Mileage @ **\$.58 cents** Per Mile

Per Diem @ Actual Cost

Sub Consultants will be reimbursed at actual invoiced cost

COST (FEE) REDETERMINATION

1. The contract hourly price (hereinafter called the Base Selling Price) shall remain firm for the first **2 years** of the contract term. In the event the Agreement is renewed pursuant to the Agreement provisions, the base selling price to be paid is subject to increase or decrease using the following calculations (**excluding** Reproduction, Per Diem, Sub Consultants, and mileage rate; only hourly rates may be adjusted):

PRODUCERS PRICE INDEX - By an amount equal to the sum of the change as reflected by the *Producers Price Index*, not seasonally adjusted (hereinafter referred to as the Special Index) as follows:

Industry: *Architectural, Engineering and Related Services*, Series ID: PCU5413

1. Price adjustments shall be based on the latest version of the Special Index data published as of Base Period Date. The Base Period Date shall be based on the latest version available as it appears on the *Bureau of Labor Statistic's* internet website. If the Special Index is temporarily discontinued, the next higher-level series or a similar Industry type series shall be mutually agreed upon. Base Period: December 2018 is hereinafter the referenced base period. Current Index = \$167.60 (subject to revision by BLS).
2. Mechanics of price adjustment: Divide the current index value by the index value for the base period, and then multiplying the result by Base Price; this final figure shall be the adjusted price for the current time period.

RFP No. 2018/2019/07/P
LETTER OF TRANSMITTAL

The undersigned certifies that they have read and understand the above General Conditions and Proposal documents and that they accept these conditions and submit the attached proposal in full compliance with these conditions and the applicable proposal specifications. I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow the City adequate time to evaluate the qualifications submitted.

In submitting this proposal, the offeror represents that the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of this proposal, and further that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The offeror will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the goods or services of the project.

The Offeror further warrants that it 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 the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding Contracting with a public officer or City employee or former City employee have been followed.

NAME OF FIRM THAT WILL CONTACT WITH THE CITY

TYPE OF BUSINESS ENTITY (Corporation, Partnership, LLC, etc.)

AUTHORIZED SIGNATURE

NAME PRINTED OR TYPED

TITLE

PHONE: _____

DATE: _____

FAX: _____

ADDRESS: _____

EMAIL: _____

RETURN THIS FORM WITH YOUR PROPOSAL

RFP No. 2018/2019/07/P
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 City of Gallup or the State of New Mexico 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.

THIS FORM 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 either 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who 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 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): Mayor Jackie McKinney; Councilors Linda Garcia, Allan Landavazo, Yogash Kumar, and Fran Palochak.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

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)

RETURN THIS FORM WITH YOUR PROPOSAL

DRAFT GENERAL ENGINEERING SERVICES CONTRACT

THIS CONTRACT is entered into on this ____ day of _____, 20____ between the City of Gallup, a New Mexico Municipal Corporation, hereinafter called the "City"; and _____ ("Engineer"), a corporation registered to provide engineering services in New Mexico.

NOW, THEREFORE, the parties agree as follows:

1. Background Documentation: The Technical Proposal and Cost Proposal submitted by the Engineer in response to the City's RFP No. 2018/2019/07/P are included in and made a part of this Contract by reference.
2. Services to be Performed. Provide On Call Engineering Services. For each project contracted under this Contract, the Engineer shall perform and/or furnish to the City those items requested and for which the Engineer has agreed to provide as stated in its Technical Proposal. Engineer shall not proceed with any project until a Purchase order has been received from the City.
3. Payment for Services. The City shall pay for said services at the rate herein. Payment will not be made by the City until the services for projects have been received and accepted by the City as being in compliance with the instructions and specifications. All invoices submitted by Engineer shall reference a valid City of Gallup Purchase Order number. Payments shall include reimbursement for all expenses incurred in rendering such services unless otherwise specifically provided.
4. Completion Date. The time given for completion of each project shall be stated in the cost proposal for that project. The project shall be performed by the completion date unless the City's project administrator agrees to an extension of the performance date in writing.
5. City Responsibility. The City will make available for the use of the Engineer all of its maps, records, or other data pertinent to the work to be performed by the Engineer pursuant to the Contract, and also any other maps, records, or other materials available to the City upon the City's request to any other public agency or body.
6. Compliance with Appropriate Laws. The Engineer will comply with all applicable Federal, State, and local laws and ordinances applicable to this work, including the Civil Rights Act of 1964.
7. Term. This Contract covers projects assigned by the City to the Engineer from (month/day/year of award) through (same month/day, 2021) and shall be subject to approval each anniversary date pending mutual approval of the City and Engineer.
8. Termination. This Contract may be terminated for convenience by the City upon written notice delivered at least fifteen (15) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination. On termination by the City for convenience, the Engineer will be paid for termination

expenses including but not limited to reassignment of personnel, subcontract termination costs and related close out costs.

If either party should fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party should violate any of the covenants, agreements, or stipulations of this Agreement, such party, in addition to remedies available under the terms of this Agreement thereupon shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. The Engineer shall be responsible for all direct and consequential costs and damages which may arise out of the Engineer's failure to complete the services in accordance with the schedule of Engineer's services defined in or pursuant to this Agreement, provided however, the Engineer shall not be responsible for damages caused by the City's delay.

9. Renewal: This agreement renewed by the City for one (1) each additional two (2) year period at sole option and discretion of the City and pending mutual agreement by the Engineer. At the time of renewal of the Agreement, the Engineer may renegotiate its pricing with the City in accordance with the terms of the RFP. If this Agreement is not renewed or is terminated, the Engineer may be required to complete any projects still in progress at the rates negotiated for those projects.

10. Appropriations. The terms of this contract are contingent on sufficient appropriations and authorization being made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City Council, this Contract shall terminate upon written notice given by the City to Engineer. The City's decision as to whether sufficient appropriations and authorizations exist shall be accepted by Engineer and shall be final.

11. Project Assignments. The City will make project assignments on an on call basis as needed. This Contract does not constitute a grant to the Engineer of any right to handle any specific project nor any specific number of projects. The City may, at its sole discretion, assign or reassign projects as it deems expedient, or choose to solicit specific projects separately. The City, when giving work assignments, will take into account the type of work the Engineer is capable of providing to the City as stated in his Technical Proposal, the jobs the Engineer has already performed or is currently performing for the City, and whether the Engineer can meet the project deadline. The City also reserves the right to reject project specific cost proposals from the Engineer and to secure a project specific cost proposal from another engineer, or to solicit services through a separate process.

12. Status of Engineer. The Engineer, its agents and employees are independent contractors performing services for the City, and are not employees of the City. The Engineer, its agents and employees shall not, as a result of this Contract, accrue any leave, retirement, insurance, bonding, use of City vehicles, or any other benefit afforded to employees of the City.

13. Assignment. The Engineer shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written consent of the City. If assigned, the Contract shall extend to and be binding upon the successors and assigns of the Engineer.

14. Subcontract. The Engineer may subcontract for services to be performed under this Contract with the City's prior written consent.

15. Indemnification. The Engineer shall indemnify, and hold harmless the City and its officers, employees or agents, liability, claims, damages, losses or expenses, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the negligent acts or omissions of the Engineer or its officers, employees or agents.

16. Conflict of Interest. The Engineer warrants that he will not undertake any engineering services under this Contract with regard to any property as to which it will or might have an interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.

17. Ownership of Plans and Documents. The Engineer shall deliver to the City for approval and acceptance, and before payment can be made, all documents and materials prepared by and for the City, not limited to the following, under this Contract:

- A. Preliminary report containing schedule of work and cost estimate.
- B. Hard copies of the construction plans and in Adobe PDF format for use by the City.
- C. Record drawings on electronic media and reproducible prints. Electronic drawings shall be on compact disk (CD) drawn in mutually agreed upon software.
- D. Project reports.
- E. Any other item specified in the individual project agreements.

The City will be the owner of all plans and documents prepared by the Engineer under this agreement. Such plans and documents are not intended or represented to be suitable for reuse by the City and any such re-use without written authorization from the Engineer will be at the City's sole risk and without liability to the Engineer.

18. Amendments. This Contract shall not be amended except by written instrument executed by both parties.

19. Insurance. The Engineer will be required to provide proof of, and maintain, insurance prior to performing work on City owned property. The requirements are as follows:

- A. General Liability: \$1,000,000.00 per occurrence, \$2,000,000.00 Aggregate
 - 1. Includes Coverage for Premises/Operation Coverage and Products/Completed Operations
 - 2. Must be Occurrence form coverage
 - 3. Coverage shall remain in force for the duration of the contract.
- B. Auto Liability: \$1,000,000.00 Each Accident
 - 1. Covers all owned, leased, hired and non-owned autos or "any auto"

C. Professional Liability: Minimum \$1,000,000 aggregate

D. Workers Compensation:

1. When applicable by law, firm must provide the New Mexico statutory limits.

E. City of Gallup Named as Additionally Insured on General and Auto Liability:

1. This condition is required for General Liability, Auto Liability and Professional Liability.
2. This coverage must be as broad as the coverage provided to the insured. Coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided.

F. Waiver of Subrogation:

1. This condition is required on all coverage and must be stated on proof of insurance certificate.

G. Notification:

1. The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City.

20. Applicable Law. The rights and obligations of the parties under this Contract shall be governed by the laws of the State of New Mexico.

21. Engineer's Personnel at a Construction Site. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and sub consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

22. Engineer's Personnel. The Engineer shall have engineering staff on-site, on behalf of the Engineer during the progress of each individual project under contract with the City. Any deviation from this requirement is at the discretion of the City and must be approved in writing by the City.

23. Standard of Care. The standard of care applicable to Engineer's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. The Engineer will re-perform any services not meeting this standard without additional compensation.

24. Records and Audit. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Gallup and the New Mexico Auditor. The City shall have the right to audit billings both before and after payment.

Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

25. Scope of Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understanding have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

26. Severability. In case of any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect; the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

27. Intergovernmental Contract Extension. The Engineer may extend the terms and conditions of this contract to other governmental entities pursuant to the governing laws of those entities. The City of Gallup shall not have any liability to Engineer as a result of such extension.

28. Force Majeure. The Engineer is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the Engineer. In any such event, the Engineer's contract price and schedule shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year above mentioned.

ATTEST:

CITY OF GALLUP, NEW MEXICO:

Alfred Abeita II, City Clerk

By: _____
Frances Rodriguez, Purchasing Director

Date

Date

ENGINEER:

Firm Name

By: _____
Signature

Printed Name and Title

Date