



**Request for Qualifications-Based Proposals
RFQP # 15-0444**

**AS-NEEDED CONSTRUCTION MANAGEMENT,
GEOTECHNICAL, SURVEYING AND CONSTRUCTION
TESTING SERVICES**

PROPOSAL OPENING DATE/TIME/PLACE:

Thursday, October 2, 2014, 2:00 P.M.
City of Aztec Finance Conference Room
201 W Chaco
Aztec, NM 87410

FINAL DATE FOR QUESTIONS

Thursday, September 18, 2014 2:00 PM

Tentative Commission Approval Date

October 28, 2014

For further information contact:

Kathy Lamb
Finance Director
City of Aztec
Phone: 505-334-7653
Fax: 505-334-7649
email: klamb@aztecnm.gov

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BIDDING FORMS AND BIDDING REQUIREMENTS

SECTION 0.01 - ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of RFQP# 15-0444, As-Needed Construction Management, Geotechnical, Surveying and Construction Testing Services the undersigned agrees that he/she has received a the bid document copy from the City's website.

The City will provide additional bid documents electronically upon receipt the completed acknowledgement form.

The acknowledgment of receipt should be signed and returned to the Purchasing Agent no later than September 18, 2014. Only potential Bidders/Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to the Bid if issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document this Bid/RFP

Firm does/does not (circle one) intend to respond to RFQP 15-0444.

If firm does not intend to reply, please give a brief reason for not responding. _____

Return to:
Kathy Lamb
Finance Director
City of Aztec
201 W Chaco
Aztec, New Mexico 87410
Telephone Number: 505-334-7653
Fax Number: (505) 334-7649

Faxed copies of this form will be accepted.
Faxed **BID** responses **will not** be accepted.

SECTION 0.02 - QUALIFICATIONS BASED PROPOSALS SUBMITTAL FORM

**RFQP #15-0444 As-Needed Construction Management, Geotechnical,
Surveying and Construction Testing Services**

COMPANY NAME / MAILING ADDRESS / CITY / STATE / ZIP (please print)

CONTACT PERSON (please print)

EMAIL

TELEPHONE

IMPORTANT - PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFQP NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. EMAILED OR FAXED BIDS WILL NOT BE ACCEPTED.

Sealed bids will be received until **October 2, 2014, 2:00 P.M. MDT** and then opened at the **City of Aztec Finance Conference Room**. The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that the undersigned Offeror has read and understands the scope and conditions of the proposal.

The undersigned, in submitting this proposal, represents that Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services for the amount and upon the conditions stated in this proposal after notice of award. This proposal is subject to the Purchase Order "Terms and Conditions", Proposal Requirements, and Scope of Work.

In-State Preference will be applied only to those in-state certified businesses that have completed the following:

Bidder has received certification from the State of New Mexico for Resident Business Certification. Bidder has been issued Certification # _____ and is therefore eligible for the 5% preference. In-state certification approval is required at the time of the proposal opening to be eligible for in-state preference.

Resident Veterans Preference will be applied only to those bidders who have completed the following along with the Resident Veterans Preference Certification form included in this RFP:

Bidder has received certification from the State of New Mexico for Resident Veterans Preference. Offeror has been issued Certification # _____. Bidder must include their State of New Mexico certificate with their proposal. Resident veterans preference certification approval is required at the time of the proposal opening to be eligible for resident veterans preference.

If applicable, OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

To be a valid proposal, Bidder must sign here:

_____ **Title** _____

SECTION 0.03 - NOTICE TO OFFERORS

NOTICE TO OFFERORS
City of Aztec, NM – Construction Management Services
RFQP # 15-0444

The City of Aztec is requesting Qualification Based Proposals for construction management, geotechnical engineering, surveying and construction testing services. RFQP documents may be obtained online by accessing the City's purchasing webpage through www.aztecnm.gov or by contacting Kathy Lamb at (505) 334-7653 klamb@aztecnm.gov. Sealed proposals will be received by the Purchasing Agent at 201 W. Chaco, Aztec, New Mexico 87410, until the hour of 2:00 p.m. on October 2, 2014 at which time those duly delivered will be opened in the City Finance Conference Room and submitted for evaluation.

Publication Date: 9/7/2014

SECTION 0.04 - RESIDENT CONTRACTOR PREFERENCE

The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-21 et seq. (Repl. 1992), as amended, provides for a 5% preference which may be applied to the bids of qualified resident businesses and manufacturers. N.M.S.A. 1978, § 13-1-21. Any Bidder desiring to qualify for a preference pursuant to this section must supply a CURRENT preference number along with the Bid. However, Bidders should not attempt to include the preference in the bid. The City of Aztec shall adjust bids of businesses and manufacturers who qualify for a preference at the time of evaluation and award.

IN STATE PREFERENCE NUMBER PROCEDURE:

Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all resident contractors, wishing to obtain in-state preference, all required to obtain a preference number with the New Mexico Department of Taxation and Revenue (TRD). All In State Preference Numbers issued prior to January 1, 2012 are invalid. It will be the sole responsibility of the Bidders requesting consideration for the Resident Preference to obtain approval and a certification from the TRD prior to the bid opening date.

For additional information, please call 505-827-0951 or go to:

<http://www.tax.newmexico.gov/businesses/pages/in-statepreferencecertification.aspx>

RESIDENT VETERANS PREFERENCE:

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a new resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

Attached is one form to be completed and returned with your bid if your firm will qualify for this preference. The veteran's preference will not be extended without the certificate from TRD **and** the attached Resident Veterans Preference Certification (last page).

This preference is separate from the in-state preference and is not cumulative with that preference.

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

GENERAL CONDITIONS

As required by 13-1-111 NMSA 1978 the City of Aztec (City) is requesting qualifications-based proposals (RFQPs) for professional services pursuant to Sections 13-1-120 to 13-1-124, NMSA 1978.

Proposals must include, but are not limited to, the requirements set forth in RFQP As-Needed Construction Management, Geotechnical, Surveying and Construction Testing Services, RFQP#: 15-0444. Proposals deposited with the City may be withdrawn or modified prior to the time set for opening of proposals by delivering written notice on company letterhead.

The opening of sealed proposals shall be conducted in private in order to maintain the confidentiality of the information/data provided. Proposals will remain confidential during the negotiation process.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award.

The City will open all proposals, assign an evaluation committee and evaluate all proposals; determine the need for, conduct any negotiations; and make a final recommendation to the City Council for award of the agreement or contract.

The agreement or contract award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the City of Aztec, taking into consideration the evaluation factors set forth in the RFQP. The award of an agreement or contract for professional services shall be made based upon the criteria which does not include price.

The City reserves the right to reject any or all proposals or to waive irregularities at its option when it is in the best interest of the City of Aztec.

Award of an agreement or contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this RFQP.

BACKGROUND INFORMATION

SECTION 0.01 - INTRODUCTION

The City of Aztec will be constructing various Capital Improvement Projects Federal, State and Local funding and is desirous of obtaining the on-going professional services for construction management, geotechnical engineering, surveying and construction testing services associated with water and sewer line, transportation project construction. The City is inviting qualified firms to submit Statements of Qualifications for these "as needed" services in preparation to negotiate performance contracts to begin after October 23, 2014.

The City is interested in contracting with only highly qualified firms with experience and knowledge associated with local, State and Federal program compliance. Therefore, only those firms demonstrating the qualifications with the most prominent applicable experience including processing the appropriate paperwork for funding reimbursement will be considered for contracts.

The City will be entering into an agreement for construction testing that will be utilized on all projects. All firms submitting RFQs must have experience in construction management and construction surveying including GPS mapping. CM teams selected for projects will work and coordinate with the selected geotech/construction testing firm to secure the necessary material testing for each project.

The City's intention is to utilize the successful team(s) as needed from November 2014 through September 2018 for the construction of upcoming projects as well as miscellaneous tasks on an as-needed basis. Assigned projects will be continued beyond the September 2018 term to project completion if necessary.

SECTION 0.02 - PROJECTS

(All projects may not be assigned a project management team)

1. East Aztec Arterial Section 1B (FHWA, NMDOT and Local Funding)

Project involves new construction of .7 miles of new 2-lane roadway on east side of Aztec including bike path using Federal funding. Project bid date Jan 2015. A locally funded 12-inch sewer line will be part of the construction but must be bid as a separate project. A 10-inch water line also funded with local funds could also be included as a separate project running concurrently with the road construction. Construction begins March-April 2015. Estimated construction length is 6 months.

2. Simonds Road Reconstruction (NMDOT Funding)

The project will reconstruct Simonds Rd From Hwy 516 to Riverview Rd. It involves removal and replacement of 2 feet of road base and placement of geo matt, curb, gutter and sidewalk. Will be staged in 2 phases to accommodate services. State funding. Bid date Jan-Feb 2015 with construction beginning in March-April 2015. Estimated construction period is 4 months.

3. Aztec Sewer Interceptor (US EPA Funding)

The project will construct a new sewer main from the Hwy 516 crossing of the Animas River to the Sewer Plant. Approximately 3.2 miles of new 24-inch sewer line, associated manholes and appurtenances, roadway replacement, installation of a box culvert. Intense SWPPP and environmental. State funding October-November 2015 Bid, Construction depending on weather. Construction period 12 months.

4. East Aztec Arterial Section 2 (FHWA and NMDOT Funding)

This project is the extension of Arterial Section 1B. New construction of approximately 3.2 miles of 2-lane roadway with bike path. State, Federal and Local funding. Considerable fill involved in the construction. January-February 2016 bid with March 2016 construction start. Estimated construction period 16 months.

5. Animas River Diversion (Local Funding)

Project will construct a new concrete-lined water channel from the Animas River to the City's River pump station with head and tailgates, new submersible pump, associated amenities. This system delivers to City's drinking water to the purification plant. Local funding. January-February 2015 bid date, March 1, 2015 construction. Estimated 5 month construction period.

6. SCADA (Local Funding)

The project involves installing a complete SCADA system to water holding and pumping facilities in the City as well as surveillance equipment for the system. October-November 2014 bid date. Construction period is undermined. The project will be a design-build contract and construction management has not yet been decided.

7. Waste Water Treatment Plant UV (Funding Not Identified)

This project is likely to be a design-build contract. Involves replacement of the UV system for disinfecting effluent from the sewer plant. Funding has yet to be established and project management remains undecided. Likely to be a 2015-2016 project.

8. Reservoir No. 1 Reconstruction (Local Funding)

A primary holding reservoir at the water purification plant will be drained and approximately 10 feet of mud mucked out of the bottom. Involves reconstruction of the tower and plumbing from the reservoir. Will be a design-build contract. Bid date is preliminarily set for December 2014 with Notice to Proceed in Feb 2015. Construction period depends on removal of the mud layer on the reservoir floor.

9. Airport Tarmac Reconstruction (FAA, NM Aviation and Local Funding)

The tarmac at the Aztec Airport will be removed and replaced using FAA funding. Unknown ad date and construction period.

10. Church Avenue Reconstruction (Local Funding)

Project involves replacement of the road base and street surfacing between Zia and Mesa Verde. Estimated bid date is June 2015 with 1 month construction period.

11. Arterial Section 1B Water (Local Funding)

The City is contemplating constructing the installation of a 10-inch water following construction of the road project. Geotech support will most likely be needed for soil compaction testing. Anticipated construction would be April-May 2015 if the City decides to work this in-house.

12. North Main Construction (Federal and Local Funding)

The City is currently engaged in the design of an extension of Main street to the north. The project involves water, sewer lines roadway construction and a lift station. Ad date and construction undecided.

13. On-call Geotech Engineering and Construction Testing (Various Funding Sources)

A single consultant will be used for construction testing and as-needed Geotechnical Engineering on all projects. Testing will include the standard construction tests associated with civil engineering construction.

SECTION 0.03 - SCOPE OF SERVICES

Only one Geotechnical Engineering/Construction Testing consultant will be selected. Services will include (but not limited to) geotechnical engineering as necessary, testing of soils for gradation, water content, bulk density, classification, Atterberg Limits, proctor compaction, shear strength, bearing capacity, etc. as well as tests associated with hot asphalt and concrete paving including concrete cylinders.

Construction Management will include (but not limited to) general oversight and control of the construction project under the supervision of the City Engineer, associated paperwork including approval of contractor payroll submittals and associated paperwork required by Federal and State agencies for funding reimbursements (if applicable). The CM team will be responsible for material review and approval, reviewing each Request for Information (RFI) and recommending resolution, coordination with City Engineer, the engineer of record for the project design and, of course, the Contractor selected for the project. The CM team will maximize project safety and communications among stakeholders and interface with private property owners as necessary. It is the responsibility of the Construction Manager to police the contractor and ensure the project is not only being constructed according to the plans and specifications, but to question the design and construction methods where appropriate and review such concerns with the City Engineer.

Surveying will include (but not limited to) GIS mapping of new water and sewer lines and other infrastructure and construction staking monitoring and may include topographic surveying, boundary surveying, parcel and right of way legal descriptions.

SECTION 0.04 - FUNDING SOURCES

Sources of funding vary by project. The selected Consultant(s) is/are expected to have a complete understanding of local, New Mexico Department of Transportation (NMDOT), New Mexico Environment Department (NMED), and Federal (FHWA, FAA & EPA) procedures and requirements and all applicable manuals necessary to complete the tasks.

FEDERALLY FUNDED PROJECT REQUIREMENTS

Some projects listed in this document are wholly or partially funded with United States Environmental Protection Agency funds, and therefore must comply with all federal cross cutter requirements. Neither the United States nor its department's agencies or employees is or will be party to this invitation for bids or any resulting contract. This procurement will be subject to regulations contained in 40CFR part 31. Construction Management Teams for these projects will be required to comply with the President's Executive Order No. 11246, as amended.

Consultants short listed for the CM on-call list and chosen for these projects must make a good faith effort to solicit and hire Disadvantaged Business subcontractors/subconsultants and suppliers to meet the goals outlined in EPA XP-215. Related forms can be found on the New Mexico Environmental Department website but are not required to be completed for this RFQ. A good faith effort requires that the chosen consultant: 1) Complete the affirmative steps outlined in XP-215, 2) Submit XP-215 with the proposal, 3) Submit with the proposal proof that affirmative steps have been taken and this should

include copies of advertisements and letters of solicitation. A Proposal that omits XP-215 or does not support that a good faith effort was made will be considered non-responsive and the Proposal rejected.

PROPOSAL PROCESS

SECTION 0.01 - INTRODUCTION

Until the final award by the City of Aztec Commission, the City reserves the right to reject any and/or all submittals, to waive technicalities, to re-advertise, or to otherwise proceed when the best interest of the City will be realized.

SECTION 0.02 - PRELIMINARY SCHEDULE

It is the City's intent to adhere to the following schedule. However, the City reserves the right to modify this schedule.

Deadline to Submit Questions and Acknowledgement Form Due	09/18/2014
Response to Written Questions/Amendment	09/22/2014
Proposal Due Date	10/02/2014
Presentations (if required)	Tentatively: 10/20/2014
Recommendations to City Commission	Tentatively: 10/28/2014

SECTION 0.03 - DIRECTIONS FOR SUBMISSION

The Offeror shall provide five (5) identical copies of their proposal and one electronic version in sealed envelopes, addressed to:

City of Aztec Purchasing Department
RFQP #: 15-0444
201 W Chaco
Aztec, NM 87410

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE DEEMED NON- RESPONSIVE AND WILL NOT BE CONSIDERED FOR EVALUATION OR AWARD.

Proposals will be reviewed for completeness and compliance with requirements by the Purchasing Agent. If any proposal submitted is deemed non-responsive by the Agent of the Purchasing Department, the Offeror will be notified in writing of such determination and the method of protesting that determination

SECTION 0.04 - COST PROPOSALS

Cost Proposals shall not be included in the Offeror's proposal. Successful firms will be advised of their placement on the on-call construction management and construction testing list.

The City Engineer will then match the consultants to the projects. Successful teams will be asked to submit prepare performance plans for the projects including costs and negotiations will commence for the contract with the City Engineer. If for some reason a contract cannot be negotiated with a consultant for a project, the City Engineer will select an alternate consultant with whom to negotiate. The original consultant will be eliminated from the on-call list and will not be given future opportunities to negotiate as part of this on-call process.

Successfully negotiated contracts will be presented to City Commission for approval before a Notice-to-Proceed is issued to the Consulting team.

SECTION 0.05 - INQUIRIES

Questions and/or clarifications concerning this RFQP will be accepted in writing until 5:00 PM on Thursday, September 18, 2014. Requests may be transmitted via facsimile. Written responses to all written inquiries will be provided and distributed to all recipients of this RFQP. Responses and addenda to this RFQP, if necessary, is scheduled to be issued by 5:00 PM on September 22, 2014. No Offeror may rely upon oral responses made by any City employee or any representative of the City.

Questions and/or clarifications concerning this RFQP shall be directed to:

Kathy Lamb
Finance Director
505-334-7653
505-334-7649 (fax)
klamb@aztecnm.gov

SECTION 0.06 - PROHIBITED CONTACTS

The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the City Council or City staff on any matter having to do in any respect with this RFQP other than as outlined herein. Questions and requests for information regarding this RFQP, site visits or other requirements shall be presented to the City as prescribed in this RFQP. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the City, result in disqualification and rejection of any proposal. Offerors shall have no claim against the City for failure to obtain information made available by the City which the Offeror could have remedied through the exercise of due diligence.

SECTION 0.07 - CONFLICTS OF INTEREST

Prospective Consultants warrant and covenant that no official or employee of the City, or any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in procuring the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the City. Prospective Consultant's Qualification Package shall contain a statement to the effect that the Consultant is not currently committed to another project that would constitute a conflicting interest with any project defined in this RFQ.

SECTION 0.08 - FORMAT AND CONTENT

Offerors shall include in their proposal the information and documentation requested in this RFQP in the format described. The failure of an Offeror to adhere to requirements may, at the sole discretion of the City, result in the rejection of the proposal.

SECTION 0.09 - SIGNING OF PROPOSALS AND AUTHORIZATION TO NEGOTIATE

The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the City in connection with this RFQP. In

addition, the Offeror shall provide evidence, in the form of a duly adopted resolution of its governing body, of the capacity of the person signing the proposal to bind the Offeror should its proposal be accepted by the City.

SECTION 0.10 - PERIOD OF ACCEPTANCE

All proposals must remain valid for a minimum period of one hundred-fifty (150) days after the Proposal Due Date. No proposal may be modified or withdrawn by the Offeror during this period of time unless prior written permission is granted by the City.

The City reserves the right to request additional information from the Offeror at any time during the selection process. The City also reserves the right to extend by sixty (60) days the proposal of any Offeror, at no additional cost to the City, to allow for the completion of the final contract documents. If the notification of selection of a Offeror or request for time extension has not been made by the City after one hundred-fifty (150) days, Offerors may, at their discretion, withdraw their proposals or provide the City with written extensions of time.

SECTION 0.11 - BINDING OFFERS

All proposals submitted by Offeror are required to be binding offers, enabling acceptance by the City to form a binding contract. Proposals are to remain as binding offers for the full period of time of the initial 150-day Period of Acceptance and as such time period may be extended by the City. The City reserves the right to request revisions to proposals in the form of binding best and final offers.

SECTION 0.12 - LAWS AND REGULATIONS

This procurement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, ordinances, rules and regulations of the City of Aztec. The City also requires that all responses to this RFQP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the City of Aztec, New Mexico.

SECTION 0.13 - CONFIDENTIALITY

It is understood by the Seller or Offeror and the City that the City is a New Mexico municipal corporation and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978 and the Public Records Act, Chapter 14 Article 3 NMSA 1978. In the event Seller or Offeror has responded to a City Request For Bid (RFB) or a City Request For Proposal (RFP) and marked all or any part of the information submitted as "CONFIDENTIAL INFORMATION" or as "PROPRIETARY INFORMATION," City agrees to notify Seller of any third party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent Seller or Offeror provides City with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Seller or Offeror agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Seller or Offeror, being aware of said facts, agrees to provide legal counsel on behalf of the City in any such litigation and shall bear the complete cost of litigation, including attorney fees and court costs. If Seller or Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the City agreeing to release the Purchase Order,

Agreement, or Contract or any portion thereof which is relevant to the denied request. 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.

SECTION 0.14 - BRIBERY AND KICKBACKS

By law (Section 13-1-191, NMSA, 1978) the City is required to inform Offerors of the following:

1. it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978);
2. it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978);
3. it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978);
4. it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

SECTION 0.15 - PROTEST DEADLINE

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the City's written notification to all responding Offerors. Protests must be written and must include the name and address of the protestor and the number assigned to this RFQP by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Kathy Lamb
Finance Director
City of Aztec
201 W Chaco St
Aztec NM 87410

PROPOSAL FORMAT REQUIREMENTS

SECTION 0.01 - NUMBER OF RESPONSES

Only one proposal may be submitted by each individual entity for the one project, which is the subject of this RFP.

SECTION 0.02 - NUMBER OF COPIES

Offerors shall provide five (5) identical copies of their proposal and one electronic version to the location specified in Proposal Process, Sec 0.03 Directions For Submission on or before the closing date and time for receipt of proposals.

SECTION 0.03 - PROPOSAL FORMAT

The proposal must 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. Proposals may be either single-sided or double-sided copying and must be bound. If double sided pages are used, each side shall be numbered and counted as separate pages. Proposals are limited to twenty (20) pages. If there is any question as to format requirements they shall be directed to the Purchasing Agent for clarification, prior to submittal of documents.

Organization of Materials

General Information
Project Team Members
Offeror's Experience
Approach
Contractual Considerations

Mandatory Items to Be Included in Proposals

Qualifications Based Proposals Submittal Form
Campaign Contribution Disclosure Form
Conditions or Exceptions to Draft Agreement
All items identified in this section identified Proposal Format Requirements

Maximum Page Limitation: 20 (Single Sided)

If supplied, the following pages will be excluded from being counted as part of the maximum page limitation

Front and back cover and binding pages
Submittal Form, Page #4 of RFQP
Campaign Contribution Disclosure Form (provided in this RFP)
Letter of Introduction
Tables of Contents
Divider between proposal information categories
Certificate(s) of insurance, Agreement, other certifications and any contractual considerations

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM.

Any proposal deemed non-conforming by the Purchasing Agent in regard to format will be considered non-responsive. Offerors shall contact the City of Aztec Purchasing Department, to clarify any questions concerning format prior to submission.

SECTION 0.04 - PROPOSAL REQUIREMENTS

1. A letter of transmittal identifying name, address and telephone number of the principal person representing the firm, signed by a person authorized to execute a contract with the City.
2. A description of the firm, identifying the firm's primary services and professional and support staff members.
3. A list of personnel to be assigned to project(s)
4. An organizational chart with every person whose name is provided in 3 above (pay rate schedules is delayed until the contract negotiation phase for successful consultants).
5. A description of similar projects completed by the team including a client reference, phone number(s), and all consultant staff persons who worked on the project. Include an introductory narrative that describes the team's overall experience, particularly as it relates to the services proposed. Also include information on the specific project size, location, cost, and the scope of work.

The selected Consultant(s) is/are expected to have a complete understanding of local, New Mexico Department of Transportation (NMDOT), New Mexico Environment Department (NMED), and Federal (FHWA, FAA & EPA) procedures and requirements and all applicable manuals necessary to complete the tasks.

5. If sub-consultants or joint consultants are proposed, describe any relevant association with the proposed sub-consultants. Provide examples of past projects on which the lead firm has worked with each sub-consultant. Indicate the percentage of the work allocated for each participating consultant and/or sub-consultant.

REVIEW AND EVALUATION

SECTION 0.01 - PROPOSAL EVALUATION

The Selection Committee will review each Offerors proposal. Points will be allocated, by each member, as outlined in below (Evaluation Criteria). Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals.

The Selection Committee may hold interviews with the highest-ranked proposals if deemed necessary. The Selection Committee may award the selection based on the results of the interviews. If fewer than three proposals are received the Selection Committee may recommend an award to the City Commission for approval or direct that the RFP be reissued.

SECTION 0.02 - EVALUATION CRITERIA

A maximum total of 110 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:

18 Points Individual staff experience and technical competence in each discipline required.

18 Points Team experience on similar projects including sub-consultants if identified.

The personnel names in the statement of qualifications submitted by your firm, shall remain responsible throughout the period of this project. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by the City's Project Administrator.

18 Points Familiarity with State and Federal procedures and documents.

18 Points Familiarity with Construction Management Practices and Procedures

18 Points Past performance record on City of Aztec Projects.

5 Points The amount of design work that will be produced by a New Mexico business within the State

5 Points Current volume of work previously done for the City of Aztec which is not 75% complete with respect to basic professional design services.

The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

\$ 25,000	to	\$ 35,000	1 point deducted
\$ 35,001	to	\$ 50,000	2 points deducted
\$ 50,001	to	\$100,000	3 points deducted
\$100,001	to	\$150,000	4 points deducted

\$150,001 and over 5 points deducted

Up to 10 Points In-State Preference OR Veterans Preference

110 Points Proposals will be evaluated based on the above 110 points. If oral presentations are held, the oral presentations will be scored based on responses to the questions presented at the interview meeting.

Application of In-State/Veterans Preference

Offeror shall include in-state preference certificates for themselves and for any sub-contractors listed in the proposal.

Pursuant to Section 13-1-21(C)(2), NMSA 1978, When a public body makes a purchase using a formal request for proposals process:

1. If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate.
2. 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.

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 B or C 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 Businesses
Firm Name, Location Of Non-Resident Businesses
Work to be Performed
% of Work Performed Compared to Total Scope

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

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

Attached is one form to be completed and returned with your bid if your firm will qualify for this preference. The veteran's preference will not be extended without the certificate from TRD and the attached Resident Veterans Preference Certification.

This preference is separate from the in-state preference and is not cumulative with that preference.

SECTION 0.03 - INTERVIEWS WITH FINALISTS

For those proposals selected for interview, notices to finalists will include the interview date and time. Interviews are generally held at the City Commission Room, 201 W Chaco, Aztec, New Mexico. The interview location may be changed at the discretion of the Selection Committee. Scoring for the interview will be based on responses to the questions presented at the interview meeting. Interview scoring will total approximately 100 points. The points will be equally divided between the prepared questions and points will be allocated, by each member. Each member's point totals will be translated into a numeric ranking of all interviewed firms. The five individual member rankings will be totaled together to determine the overall ranking of firms for the interview.

SECTION 0.04 - CONTRACT AWARD

Selection of a consultant and placement on the on-call list is not a guarantee that a contract will be awarded to the consultant. Selection of consultant is awarded and entering into a contract is by action of the City Commission and is not in force until fully executed by the Commission.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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 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.

DISCLOSURE OF CONTRIBUTIONS MADE TO: Mayor Sally Burbridge, Mayor-ProTem Sherri A. Sipe, Commissioner Roberta S. Locke, Commissioner Katee McClure, and Commissioner Sheri L. Rogers

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)

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Aztec, hereinafter referred to as the "Agency", and _____, hereinafter referred to as the "Engineer".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Engineer shall provide the following services: See Scope of Services RFP # 15-0444
ENGINEER shall perform professional services as hereinafter stated that include for construction management, geotechnical engineering, surveying and construction testing services incidental thereto.

As noted in the RFP, the City of Aztec will establish separate agreements for each project.

Construction Services \$ _____

The above amounts exclude New Mexico Gross Receipts Tax at the rate of _____ %. It is understood and agreed that this rate may vary from time to time.

General.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others, additional services which are either not covered by Appendix "A" supplements, or are a result of changes in the scope of services, which cause additional work or changes in previously completed work, or are of such a minor and short term nature that a supplement is not deemed necessary by the OWNER.

Any such Additional Services that may be ordered by the OWNER shall be paid as follows:

Labor Costs at a rate of 3.0 times direct salary costs.

For out of pocket expenses of ENGINEER for travel cost, sub-consultant costs, or other expenses on behalf of the Project the invoice cost plus 10%.

2. Compensation.

A. The Agency shall pay to Engineer for services rendered, compensation at the fee agreed to in each separate subsequent Purchase Order, including all reimbursable expenses and applicable gross receipts tax on the services provided.

B. Reimbursable expenses shall be limited to mileage, per diem and related actual costs required in the interest of the services provided. An estimate of reimbursable expenses shall be included in each separate subsequent Purchase Order and authorized in advance by the Agency.

C. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be at the rate of Engineer's home office and shall be paid by the Agency to Engineer. Engineer shall be responsible for reporting and paying any taxes owed on money received under this agreement.

D. The Agency shall pay Engineer upon receipt of a monthly detailed statement of accounting for services performed and expenses incurred hereunder.

E. Engineer shall invoice the Agency monthly for Services completed at the time of invoicing. Such invoices shall be prepared in a form and supported by documentation as Agent may reasonably require. Agent shall pay Engineer within 30 days of receipt of invoice, less any retainage specified in this Agreement.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AZTEC CITY COMMISSION.

This agreement shall terminate upon written approval of final payment to the Engineer by the City, except that this agreement may be extended, if required, by written agreement between the Engineer and the City.

4. Termination.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY IN SUCH CIRCUMSTANCES AS ENGINEER'S DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

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

6. Status of Engineer.

Engineer and its agents and employees are independent Engineers performing professional services for the Agency and are not employees of the City of Aztec. Engineer and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Aztec as a result of this Agreement. Engineer acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Assignment.

Engineer shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

Engineer shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. Records and Audit.

Engineer shall maintain, for three years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Agency and the City Auditor. The Agency shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive and/or illegal payments.

10. Release.

Engineers acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees, and the City of Aztec from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Engineer agrees not to purport to bind the City of Aztec unless Engineer has express written authority to do so, and then only within the strict limits of that authority.

11. Confidentiality.

Any confidential information provided to or developed by Engineer in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Engineer without the prior written approval of the Agency.

12. Product of Service – Copyright.

All materials developed or acquired by Engineer under this Agreement shall become the property of the City of Aztec and shall be delivered to the Agency no later than the termination date agreed upon by the Agency and Engineer, the date of which has yet to be determined. Nothing produced, in whole or in part, by Engineer under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Engineer. All materials must be submitted to the City in hard copy and electronic form. (Word and/or AutoCad)

13. Conflict of Interest.

Engineer 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. Engineer 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 have been followed.

14. Amendment.

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

15. Insurance.

Engineer shall procure, pay for, and maintain in full force and effect during the terms of this Agreement insurance as required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico. Engineer shall furnish copies of certificates of required insurance in a form satisfactory to the Agency (or copies of insurance policies if requested by the Agency). All certificates of insurance (or policies) shall provide that thirty (30) days written notice be given to the Agency before a policy is canceled, materially changed or not renewed. Various types of required insurance may be written in one or more policies.

Professional Liability Insurance. Engineer shall procure and maintain during the term of this Agreement professional liability insurance in an amount not less than \$250,000 per occurrence, not including defense costs. Such insurance shall have no greater than a \$10,000 deductible unless a different form of security is specifically accepted in writing by the Agency. The amount of any deductible shall be stated.

Comprehensive General Liability. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with 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 include coverage for all operations performed for the Agency by Engineer, coverage for the use of all owned, non-owned, hired automobiles and vehicles, and other equipment both on and off work. Contractual liability coverage shall specifically insure the indemnity and hold harmless provisions of this Agreement.

Workers' Compensation Insurance. Engineer shall provide for its employees workers' compensation insurance as applicable under the New Mexico Workers' Compensation Act.

16. Merger.

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

17. Notice.

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance.

Engineer agrees to abide by all federal and state laws and rules and regulations, and executive orders of the City Commission of the City of Aztec, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Engineer agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Engineer is found to not be in compliance with these requirements during the life of this Agreement, Engineer agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico. Engineer agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If Engineer fails to comply with the Workers Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

20. Contract Fees and Amendments

All agreed upon costs and fees must be approved by the City of Aztec Commission. ANY proposed increases will first be reviewed by City Staff and may require the Engineer to present the proposed increases to the City of Aztec Commission. Any and all costs incurred by the Engineer associated with

presenting a proposal to the City of Aztec Commission shall NOT be reimbursable (travel, lodging, etc.)

21. Penalties

The Contractor/Engineer agrees that the following schedule of liquidated damages, unless otherwise specified in the contract, represents the reasonable projected value of inconvenience and monetary damage to the public and the City if the Contractor/Engineer does not complete the project within the contract time and does not operate as a penalty to the Contractor/Engineer:

Schedule of Liquidated Damages	
Total Contract Amount	Damages assessed per day
≤ \$100,000	\$500
>\$100,000 - \$500,000	\$1,000
>\$500,000 – \$1,000,000	\$1,500
>\$1,000,000	\$2,000

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the Aztec City Commission, below.

By: _____
Sally Burbridge
Mayor City of Aztec

Date: _____

By: _____
Engineer

Date: _____