CITY OF ALBUQUERQUE
NOTICE OF REQUEST FOR PROPOSALS FROM
LANDSCAPE ARCHITECTURALCONSULTANTS FOR
CITY WIDE – ON CALL LANDSCAPE ARCHITECTURAL SERVICES

PROJECT NO. 6126.00
PROPOSALS DUE: THURSDAY, FEBRUARY 5, 2015

Proposals from professional **Landscape Architectural** firms or persons to provide professional services for the above project will be received until 3:00 p.m. on the date shown above, at the Selection Advisory Committee Office, Capital Implementation Program (CIP) Division Office, One Civic Plaza, 7th Floor, Room 7057, Albuquerque/Bernalillo County Government Center, Albuquerque, NM 87102. No proposals will be accepted after the time specified.

Request for proposal packets may be picked up at the CIP Division Office or online at http://www.cabq.gov/municipaldevelopment/architects-engineers-and-developers/cip-selection-advisory-committee/request-for-proposals

Project Description:

This project will provide on-call design services for small landscape architectural projects on a city-wide basis. The projects may include the need for studies, analyses, site planning, pre-design, design, and/or construction phase services.

No pre-submittal meeting will be held for this project.

Estimated Compensation:	**$500,000.00**
City Project Manager:	**Jim Hamel – 505.768.3616**
Department:	**Department of Municipal Development**

Proposal Format:

Respondents shall provide six (6) copies of their proposal. Interviews may be held from a "short list" of respondents determined by the Selection Advisory Committee. Short listed respondents will be required to make a presentation to the Selection Advisory Committee addressing project related items selected by the Committee. If interviews are not held, the proposal will be the basis for recommending firms or persons to the Mayor to provide professional services for the project. The format for the proposal plus the point value of each category that will be evaluated by the Selection Advisory Committee shall be as follows:

	Points
I. General Information	**5**
II. Project Team Members	**20**
III. Respondent Experience	**30**
IV. Technical Approach	**30**
V. Cost Control	**5**
VI. Quality and Content of Proposal (Reserved for Committee Use Only)	**10**

A copy of the Rules & Regulations and information concerning what is required in each category may be

obtained from the Capital Implementation Program (CIP) Office.

Proposals shall be bound and limited to a maximum of fifteen (15) pages (single sided) excluding the introductory letter, any applicable agreement and insurance certificates, the title page, the table of contents, dividers between categories, and the front and back cover/binder pages. All other 8 ½" x 11" pages shall be numbered. Any 17" x 11" pages shall be numbered as two pages. Drawings on 24" x 36" sheets shall be numbered as four pages. Your proposal should be as clear and concise as you can make it and still provide the Selection Advisory Committee with information addressing the requirements in each of the first five categories stipulated above (you do not respond to Category VI). Proposals longer than the specified page limitation will be rejected and will not be evaluated. **The individual signing the proposal and any other submitted document on behalf of a legal entity shall be a New Mexico registered professional Landscape Architect.**

If any significant text detailing any aspect of the current project, prior consultant projects or the consulting firm is found on any page not normally counted as part of the maximum page limitation, that page may be considered to be part of the respondent's proposal and may be counted as part of the maximum page limitation, as determined by the Administrator.

Selection of qualified professional firms and/or persons will be pursuant to the provisions of Section 14-7-2-1 et seq, of the Revised Ordinances of Albuquerque, New Mexico, 1994. The Selection Advisory Committee meeting to determine recommended selections will be held at least two weeks after receipt of the proposals. For exact time and place call the Capital Implementation Program Office at 768.2555 after **FEBRUARY 5, 2015.**

Anyone submitting a proposal in response to this notice must agree to enter into the Standard Agreement that applies to the project and to meet the insurance requirements described in that Agreement. All proposals submitted shall contain a fully completed and executed "Agreement and Insurance Certification" form. At least one copy of the respondent's proposal must contain the required Agreement and Insurance Certification form containing an original notary seal. Proposals not containing this form shall be non-responsive and shall not be considered for evaluation. A copy of the Standard Agreement that shall be used for the project and the "Agreement and Insurance Certification" form may be obtained from the Capital Implementation Program Office at the address given above.

For those projects which are federally funded, the selected firm and/or persons will be required to comply with the applicable federal requirements including those relating to Equal Opportunity in Employment.

Basic Services compensation for those firms and persons who are selected to provide services for the listed project will be negotiated in accordance with Section 14-7-1 et seq, of the Revised Ordinances of Albuquerque, New Mexico, 1994, entitled "Compensation for Services of Consulting Engineers, Architects and Landscape Architects."

Responses received pursuant to this advertisement may constitute public records of the City of Albuquerque subject to disclosure to any interested party under the Inspection of Public Records Act (Section 14-2-1 through 14-2-3 N.M.S.A. (1978)). A responding firm and/or person submitting a response believed to contain "trade secrets" within the meaning of Section 30-16-24 N.M.S.A. (1978) should clearly designate the response as such by printing the words "TRADE SECRET" on the top portion of the front cover of their response. The responding firm and/or person may restrict distribution of their response to only those individuals involved in review and analysis of responses. The City of Albuquerque will attempt to restrict distribution of a designated response as directed by the submitting party.

Signed: (for)

Suzanne Busch, PE, Interim Administrator
Selection Advisory Committee,
Department of Municipal Development

To be published in the Albuquerque Journal on **JANUARY 14 AND JANUARY 21, 2015.**

GENERAL INFORMATION FOR RESPONDENTS TO THE CITY OF ALBUQUERQUE'S NOTICE OF REQUEST FOR PROPOSALS

This general information supplement has been provided in an effort to clarify the City's expectations when responding to certain sections and topics of the proposal outline. **The topics addressed in this supplement are NOT all inclusive of the information you need to provide for this project.** Please refer to the "Proposal Outline" page for a complete list of Sections and related questions that you are expected to respond to.

TAKE SIX (6) COPIES OF YOUR BOUND PROPOSAL TO:

The Capital Implementation Program (CIP), 7th Floor - Room 7057, Albuquerque/Bernalillo County Government Center, One Civic Plaza. Please note that additional copies may occasionally be required. If so, the number of copies you must provide will be stated in the advertised RFP for this project.

FORMAT FOR PROPOSALS:

Provide information required in Categories I through V of the attached RFP. These categories are:

I. General Information
II. Project Team Members
III. Respondent Experience
IV. Technical Approach
V. Cost Control

For specific information required in each category, see the attached "Proposal Outline" page provided. **Do not provide any information for Category VI - Quality and Content of Response.** This category is for the Selection Advisory Committee's use only.

MANDATORY ITEM TO BE INCLUDED IN PROPOSALS:

Agreement and insurance certification. One form must have original notary seal. All others may be copies. NOTE: Be sure that you read and understand the attached copy of the standard agreement to be used for this project **before** you execute the agreement and insurance certification.

Pay Equity Worksheet PE10-249. This form will be included in all proposal copies.

MAXIMUM PAGE LIMITATION: 15 (Single Sided) unless otherwise specified in the legal ad.

A. 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

- The Letter of Introduction
- The Title Page
- The Table of Contents
- Dividers between proposal information categories
- The Agreement and Insurance Certification form and other certifications

B. Any 17" x 11" pages shall be numbered as two pages.
C. Drawings on 24" x 36" sheets shall be numbered as four pages.
D. Your proposal should be as clear and concise as you can make it while still providing the Selection Advisory Committee with information addressing the requirements in each of the five categories stipulated in the RFP.

If double-sided pages are used, each side shall be numbered and counted as separate pages. Remember to read the advertised RFP carefully. The page limitation is occasionally increased.

PROPOSALS EXCEEDING THE MAXIMUM PAGE LIMITATION WILL BE REJECTED AND WILL NOT BE EVALUATED

The following guidelines have been prepared to assist respondents in the preparation of their RFPs by clarifying certain components of the evaluation criteria categories. All respondents should adhere to the format shown below. Use of this format will help expedite our review process.

CATEGORY I - GENERAL INFORMATION (Component Three)

Component three of **Category I - General Information** of the proposal evaluation criteria is:

3. Indicate where the services are to be performed.

If the work is to be shared among firms and offices at different locations, indicate where each office is located and what work is to be performed at each location.

CATEGORY II - PROJECT TEAM MEMBERS (Components One, Two, And Three)

Components one, two, and three of **Category II - Project Team Members** of the Proposal evaluation criteria are:

1. Provide an organization plan for management of the project.

2. Identify all consultants to be used on the project.

3. Provide qualifications of project team members shown in the organizational plan, including registration and membership in professional organizations.

Component one can be accomplished using an organizational chart that shows the proposed relationships between the key team members and support staff who are expected to participate on the

project. Also indicate which aspects of the work each person will be responsible for performing.

When addressing component two, you should also provide a summary description of the work to be performed by each consultant proposed for the project.

For component three, describe each person's work experience, field or fields of specialization, and education.

CATEGORY III - RESPONDENT EXPERIENCE (Component One)

Component one of **Category III - Respondent Experience** of the proposal evaluation criteria is:

1. Describe previous projects of a similar nature, including client contacts (with phone numbers), the year(s) services were provided, construction costs (if applicable) and a narrative description of how those projects relate to this project.

The projects described should be projects that were worked on by the people shown on the organizational chart provided under item 1 of Category II. Specific project responsibilities of these individuals should be discussed.

CATEGORY IV - TECHNICAL APPROACH (Component Two)

Component two of **Category IV - Technical Approach** of the proposal evaluation criteria is:

2. Describe how respondent plans to perform the services required by the project scope.

To demonstrate your understanding of the project scope, you must describe what you intend to do. You must also describe the quality control procedures you will use to assure the accuracy and adequacy of the work that you and your consultants propose to perform.

CATEGORY V - COST CONTROL

This category of the proposal evaluation criteria has two components:

1. Describe cost control and cost estimating techniques to be used for this project.

2. Provide comparisons of bid award amount to final cost estimate for projects designed by the respondent during the past two (2) years. The consultant may provide justification for any discrepancies that may exist with this information.

Component one should be sub-divided as follows:

A. Cost Control of the Design Process

How will you control expenditures for this project within your organization for work-hours,

other direct costs, and all other costs associated with the basic services fee that you will negotiate with the City? For example, some firms use a project management application software program to monitor work-hour usage and costs as a means of controlling total expenditures for accomplishing design tasks.

B. Cost Control of the Construction Cost

How often do you make estimates of probable costs to construct the project as design progresses and compare these to the City's budget for the project? For example, some firms review project costs on a bi-weekly basis using a spreadsheet application software program and a job costing database.

What corrective actions do you take if it appears that the budget will be exceeded or that the project scope can be achieved at a much lower cost than what was discussed during negotiations?

C. Cost Estimating Techniques

Design professionals use a variety of cost estimating techniques such as:

- In-house databases from bid prices on projects designed by the firm.
- Estimating data published by specialists in construction estimating such as Means, Building News, etc.
- City of Albuquerque City Engineer's estimated unit prices for contract items.
- Current six month compilation of New Mexico State Highway & Transportation Department (NMSHTD) unit prices.
- Businesses specializing in construction cost estimating.

What techniques will you use for this project and why?

Component two should be supplied in the following format:

Name of Project	Month and Year Bid	No. of Bids	Final Cost Estimate	Bid Award Amount

The final cost estimate is the dollar amount you provided to your client at bid opening. For a City project, it would be the estimated construction cost you provided to the City for use at the bid opening and would contain all adjustments to earlier estimates caused by addenda issued during the bidding time for the project.

Proposal Outline

Proposal Outline for Selection Advisory Committee requests for proposals.

Respondents to RFPs must adhere to the following proposal outline. Failure to adhere to this outline format or failure to provide to all items listed under each topic may result in low evaluation scores by Selection Advisory Committee members.

Proposal Outline Inquiries

For more information, contact us.

Outline

I. **General Information**
   1. Provide name, address of respondent, and telephone number of respondent, and, if firm, when firm was established.
   2. Provide number of employees, technical discipline, registration, and registration number.
   3. Indicate where the services are to be performed. (clarification)

II. **Project Team Members**
   1. Provide an organization plan for management of the project. (clarification)
   2. Identify all consultants to be used on the project. (clarification)
   3. Provide qualifications of project team members shown in organization plan, including registration and membership in professional organizations. (clarification)
   4. Provide any unique knowledge of key team members relevant to the project.

III. **Respondent Experience**
   1. Describe previous projects of a similar nature, including client contact (with phone numbers), year services provided, construction cost (if applicable), and narrative description of how they relate to this project. (clarification)
   2. Provide examples of project manager's city experience within the past five (5) years that serve to demonstrate the Project Manager's knowledge of City's procedure.

IV. **Technical Approach**
   1. Describe respondent's understanding of the project scope.
   2. Describe how respondent plans to perform the services required by the project scope. (clarification)
   3. Describe specialized problem solving required in any phase of the project.

V. **Cost Control**

1. Describe cost control and cost estimating techniques to be used for the project. (clarification)
2. Provide comparisons of bid award amount to final cost estimate for projects designed by the respondent during the past two (2) years. The consultant may provide justification for any discrepancies that may exist with this information. (clarification)

VI. **Certifications**

This section should contain all signed and notarized certification forms.

Clarification and Notes

The following guidelines have been prepared to assist respondents in the preparation of their RFPs by clarifying certain components of the evaluation criteria categories.

Category I, Item 3. "Indicate where the services are to be performed."

If the work is to be shared among firms and offices at different locations, indicate where each office is located and what work is to be performed at each location.

Category II, Item 1. "Provide an organization plan for management of the project."

Use an organizational chart that shows the proposed relationships between the key team members and support staff who are expected to participate on the project Also indicate which aspects of the work each person will be responsible for performing.

Category II, Item 2. "Identify all consultants to be used on the project."

You should also provide a summary description of the work to be performed by each consultant proposed for the project.

Category II, Item 3. "Provide qualifications of project team members shown in the organizational plan, including registration and membership in professional organizations."

Describe each person's work experience, field or fields of specialization, and education.

Category III, Item 1. "Describe previous projects of a similar nature, including client contacts (with phone numbers), the year(s) services were provided, construction costs (if applicable) and a narrative description of how those projects relate to this project."

The projects described should be projects that were worked on by the people shown on the organizational chart provided under item 1 of Category II. Specific project responsibilities of these individuals should be discussed.

Category IV, Item 2. Describe how respondent plans to perform the services required by the project scope.

To demonstrate your understanding of the project scope, you must describe what you intend to do. You must also describe the quality control procedures you will use to assure the accuracy and adequacy of the work that you and your consultants propose to perform.

Category V, Item 1. Describe cost control and cost estimating techniques to be used for this project.

Item one should be sub-divided as follows:

A. **Cost Control of the Design Process**
How will you control expenditures for this project within your organization for work force, other direct costs, and all other costs associated with the basic services fee that you will negotiate with the City? For example, some firms use a project management application software program to monitor work hour usage and costs as a means of controlling total expenditures for accomplishing design tasks.

B. **Cost Control of the Construction Cost**
How often do you make estimates of probable costs to construct the project as design progresses and compare these to the City's budget for the project? For example, some firms review project costs on a bi-weekly basis using a spreadsheet application software program and a job costing database.
What corrective actions do you take if it appears that the budget will be exceeded or that the project scope can be achieved at a much lower cost than what was discussed during negotiations?

C. **Cost Estimating Techniques**
Design professionals use a variety of cost estimating techniques such as:
- In-house databases from bid prices on projects designed by the firm.
- Estimating data published by specialists in construction estimating such as Means, Building News, etc.
- City of Albuquerque City Engineer's estimated unit prices for contract items.
- Current six-month compilation of New Mexico State Highway & Transportation Department (NMSHTD) unit prices.
- Businesses specializing in construction cost estimating.

What techniques will you use for this project and why?

Category V, Item 2. "Provide comparisons of bid award amount to final cost estimate for projects designed by the respondent during the past two (2) years. The consultant may provide justification for any discrepancies that may exist with this information."

Information should be supplied in the following format:

- Name of Project
- Month and Year Bid
- No. of Bids
- Final Cost Estimate
- Bid Award Amount

The final cost estimate is the dollar amount you provided to your client at bid opening. For a City project, it would be the estimated construction cost you provided to the City for use at the bid opening and would contain all adjustments to earlier estimates caused by addenda issued during the bidding time for the project

How to Respond to a Request for Proposal

Information about responding to the Selection Advisory Committee's request for proposal process.

This general information supplement has been provided in an effort to clarify the City's expectations when responding to certain sections and topics of the proposal outline. The topics addressed in this supplement are NOT all-inclusive of the information you need to provide for this project. Please refer to Proposal Outline for a complete list of sections and related questions you are expected to respond to.

Mandatory item to be included in proposals: Agreement and insurance certification. One form must have original notary seal. All others may be copies. Be sure that you read and understand the standard agreement to be used for this project *before* you execute the agreement and insurance certification.

Maximum Page Limitation: 15 (single-sided) unless otherwise specified in title legal ad. If double-sided pages are used, each side shall be numbered and counted as separate pages. Remember to read the advertised RFP carefully. The page limitation is occasionally increased.

A. 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
   - The Letter of Introduction
   - The Title Page
   - The Table of Contents
   - Dividers between proposal information categories
   - The Agreement and Insurance Certification form and other certifications
B. Any 17"x11" pages shall be numbered as two pages.
C. Drawings on 24"x36" sheets shall be numbered as four pages.
D. Your proposal should be as clear and concise as you can make it while still providing the Selection Advisory Committee with information addressing the requirements in each of the five categories stipulated in the RFP.

Proposals exceeding the maximum page limitation will be rejected and will not be evaluated.

Take six (6) copies of your bound proposals to:

Capital Implementation Program (CIP)

7th Floor, Room 7057
Albuquerque/Bernalillo County Government Center
One Civic Plaza
Albuquerque, NM, 87102 -Map

Additional Copies

Please note that additional copies may occasionally be required. If so, the number of copies you must provide will be stated in the advertised RFP for this project.

PAY EQUITY FORM PE10-249

Pay Equity Report PE10-249 Worksheet

Company name:	
Mailing address line 1:	
Mailing address line 2:	
City, state, zip code:	
Phone:	
E-mail address:	
FEIN number:	
EAN number:	
SHARE vendor number:	
Reporting calendar year:	

Job Category	No. Females	Female Grand Total Comp.	Female Grand Total Hours	Female Avg	No. Males	Male Grand Total Comp.	Male Grand Total Hours	Male Avg	Gap (Absolute $)	Gap (Absolute %)
1 - Officers and Managers				N/A				N/A	N/A	N/A
2 - Professionals				N/A				N/A	N/A	N/A
3 - Technicians				N/A				N/A	N/A	N/A
4 - Sales Workers				N/A				N/A	N/A	N/A
5 - Office and Admin. Support				N/A				N/A	N/A	N/A
6 - Craft Workers (Skilled)				N/A				N/A	N/A	N/A
7 - Operatives (Semi-Skilled)				N/A				N/A	N/A	N/A
8 - Laborers (Unskilled)				N/A				N/A	N/A	N/A
9 - Service Workers				N/A				N/A	N/A	N/A

Total # Job Categories With No Employees	9
Total # Female Only Job Categories	0
Total # Male Only Job Categories	0
Total # Females (all categories)	0
Total # Full Time Females	
Total # Part Time Females	
Total # Males (all categories)	0
Total # Full Time Males	
Total # Part Time Males	
Total # Employees	0
% of Total for Females	N/A
% of Total for Males	N/A

_____

Company Name of Contractor

By: _____

Signature

Date: _____

Instructions for Filing Form PE10-249

Be sure you begin on the Pay Equity Worksheet (first tab on the left at the bottom of the screen). Fields to be filled in are shaded.

Fill in the company information, including FEIN, EAN, and SHARE numbers if you have them. (You may not have all of these numbers – fill in those you have.)

Before filling out the remainder of the form, you will first need the following information for *each* employee during the most recent full calendar year, ending the previous December 31:

1) Job classification using the categories on the form (see below for how to classify each employee)
2) Gender
3) Full or part time
4) Total number of hours the person worked the previous calendar year
5) Total compensation for the previous calendar year before deductions, and including bonuses and overtime

How to put employees in the job classifications: Every employee must be classified according to the categories numbered 1-9 in the dark blue box at the top of the form, *regardless of their job title at your place of business.*

The job titles/number categories are those provided by the U.S. Department of Labor. If your company fills out an EEO-1 form for federal reporting or various other required reports, you may already have this information for your employees -- check with your Human Resources or Payroll department.

As an example, the Technician (Job Category 3) includes emergency medical technicians, engineering technicians, or food science technicians, and various others. Any of these would be coded with the number 3 on the form. Sales Workers include cashiers, retail sales clerks, travel agents, and various others. Any of these would be coded with the number 4 on the form.

If you are unsure of how to classify an employee, *do not guess*. Go to http://www.eeoc.gov/employers/eeo1survey/jobclassguide.cfm for a complete list of jobs and which of 9 categories in the blue box they fit into.

Please note: This webpage can be confusing, as it contains several numbers that will not be relevant to what you are trying to do. All you need to find is the job title that best describes what your employee is doing, and the broad category for that job title. Example: Suppose your employee is a Cost Estimator. Scroll down until you find Cost Estimator as a Job Title/Description, and note that it falls under the broad category "Professionals." "Professionals" is number 2 in the dark blue box on the form you are filling out, so that employee would be coded a 2 under "Job Category Number" on the form.

Once you have coded your employees, it is strongly suggested that you save the information, so you won't have to repeat the process for each new report.

How to calculate hours worked for the previous calendar year:

For salaried employees that do not work by the hour:

Salaried employees who worked full time the whole year: Use the number 2080 (40 hours per week x 52 weeks). Note: do not use a different number. Use the same number (2080) for every employee who worked full time the whole year who is not paid by the hour, regardless of the number of hours they actually worked.

Salaried employees who worked a partial year or salaried part time: Calculate the number or weeks the employee worked and multiply by 40 (e.g. if the employee worked 12 weeks, the number would be 12x40=480).

For employees that work by the hour, whether full or part time, or partial year: Calculate the total hours the person worked, including overtime.

Once you have the above information (Items 1-5):

A. Total the number of females in each job category, including both full and part time. (You will also need separate totals for full and part time for the entire workforce, but they don't have to be broken out by job category.)

B. Add up the total compensation figures for all of the females in each job category (full and part time) into one female grand total compensation for that category.

C. Add up the total hours worked by females in each job category (full and part time) into one grand total of hours for that category.

Repeat steps A-C for the male workers in each category.

Example: Job Category #xx Sales Workers
Total Female Sales Workers: 3

Sales Workers:	Total compensation	Hours worked
Jane Doe	$25,000	2080
Mary Smith	$22,500	480
Jill Jones	$24,600	2080
Grand totals	$72,100	4640

When you have calculated items A-C for both females and males in each job category, you are ready to enter those numbers into the PE10-249 worksheet. (This is the tab at the bottom left that says Pay Equity Worksheet.) Cells to be filled in are shaded.

Note: you must use this worksheet to produce your pay equity report. You cannot use another worksheet (e.g. one provided by your payroll company) because the formulas in this worksheet are predetermined and the only ones acceptable by the City of Albuquerque for producing the PE10-249 report.

If you have a job category with no workers, or a job category where there are no males (or no females) you may leave those cells blank. There is no need to enter zeroes.

Once the shaded items for each job category are entered in the worksheet, male averages and the female averages will be calculated automatically as well as any differences (called the gaps).

Now enter the total number of full time females and the total number of part-time females in the entire workforce (not by job category) in the appropriate boxes on lower part of the worksheet. Do the same for males.

Note: *this is a work sheet for your internal calculations only. It is strongly recommended that you print and save it with a name for your company (e.g. CompanyNamePayWorksheet2010), for your own information.*

***Do not send this worksheet to the City of Albuquerque*. It is for your internal information.**

When the worksheet is completely filled in and the automatic calculations have been made, press the tab at the bottom that says: **PE10-249 Report**.

> Your report has been automatically generated -- there is nothing to fill in on the sheet except the signature. *The PE10-249 Report is the report to be submitted.*

Print TWO COPIES of the PE10-249 Report and get the required signature and date. Both copies of the PE10-249 must be signed by the principal executive of the company, regardless of who entered the data.

For Requests for Bid (RFB) or Requests for Proposals (RFP) issued by the City of Albuquerque Central Purchasing Office, the PE10-249 report (two signed copies) MUST be included with your bid (for RFBs) or proposal (for RFPs) unless you are exempt from the reporting requirement. All bidders and proposers were required to respond. If you believe you are exempt because you (1) are an out-of-state contractor that has no facilities and no employees working in New Mexico; or (2) have fewer than ten (10) employees, you are still required to submit a statement certifying your status as exempt. Failure to include the PE10-249 report or a statement certifying your exempt status with your bid or proposal WILL LEAD TO DISQUALIFICATION of your bid or proposal.

Print and save a copy for your own information.

City of Albuquerque Capital Implementation Program

Agreement and Insurance Certification

We have reviewed the standard agreement for Engineering orArchitectural or Landscape Architectural Services that are required for the project listed below, and hereby certify that we will, if selected for the project, enter into this standard agreement for this project and meet all insurance requirements listed therein.

This Certification is intended for the use of the City of Albuquerque only, in conjunction with the award of the Engineering or Architectural or Landscape Architectural Services Agreement for Project:

Project Name _____

Project Number _____

Date _____ Firm Name _____

Signature _____

Title _____

STATE OF NEW MEXICO)

) ss

COUNTY OF BERNALILLO)

The above Certification was subscribed before me, the undersigned authority, by:

_____

who swore upon oath that this Certification was signed of free act and deed, on this

_____ day of _____ , 20 _____

_____
(Notary Public)

My commision expires: _____

SAMPLE

City Clerk Contract No. _____
Project Number _____

CITY OF ALBUQUERQUE
ON CALL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT

(Name of Project): _____

THIS AGREEMENT, made and entered into on the date last entered below by the signatories hereto, is by and between the City of Albuquerque, New Mexico, a New Mexico municipal corporation, hereinafter referred to as the "City", and the following business entity, hereinafter referred to as the "Landscape Architect":

Name of Firm _____
Type of Legal Entity _____
Address _____
_____
State of Incorporation _____

WITNESSETH:

WHEREAS, on _____, 20____ the City Council approved the Mayor's recommendation that the Landscape Architect provide the City with professional services relating to the Project described in Article II of this Agreement; and

WHEREAS, funding for the work and services in this Agreement has been appropriated to the City's Capital Implementation Program, for the above-referenced Project; and

WHEREAS, the City desires to engage the Landscape Architect to render professional Landscape Architectural services in connection therewith and the Landscape Architect is willing to provide such services; and

WHEREAS, the Landscape Architect represents that the person who has executed this Agreement on behalf of the Landscape Architect has the authority to bind the Landscape Architect to this Agreement; and

WHEREAS, the Landscape Architect represents that, in accordance with the Landscape Architects Act, Section 61-24B-1, et. seq., NMSA 1978, the following named person or persons are professional Landscape Architects who will be in responsible charge of and directly responsible for the services required of the Landscape Architect under this Agreement and shall be hereinafter the "Project Landscape Architects":

Name NM Landscape Architect Certificate Number

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

A. **City Project Manager** means the City employee designated as the City's representative to the Landscape Architect.

B. **Contractor** means the construction contractor or contractors awarded the contract by the City for the construction of the Project.

C. **Deputy Director** means the Deputy Director of the City of Albuquerque's Department of Municipal Development, or its successor.

D. **Estimated Construction Cost** means the total estimated cost for the construction of the project described in this Agreement, excluding fees, taxes and costs for legal and Landscape Architectural or other design professional services, right-of-way and land acquisition, administrative services, City project contingency funds, and all costs which are the responsibility of the City, or any costs for which design effort or activity by the Landscape Architect is incidental.

E. **Landscape Architect** means the firm named in this Agreement, which employs a person currently registered as a Landscape Architect of New Mexico or the individual named in this Agreement who is a currently registered resident Landscape Architect of New Mexico. In the instance of a firm, the term "Landscape Architect" shall include the Project Landscape Architects listed in this Agreement.

ARTICLE II
DESCRIPTION OF PROJECT

(Insert project info here)

ARTICLE III
SCOPE OF SERVICES

The Landscape Architect shall perform professional services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit I, Landscape Architect's Scope of Services, which is attached hereto and by this reference is incorporated herein and made a part of this Agreement as though set forth in full. If changes occur in the terms and conditions of this Agreement, scope of services, or the description of the Project, a supplemental agreement may be negotiated at the request of either party.

ARTICLE IV
COMPENSATION

A. **BASIC FEE:** The Landscape Architect shall be compensated on an hourly basis commensurate with the Schedule of Wage Rates listed below and pursuant to the services performed, provided the maximum compensation does not exceed the lump sum of _____ Dollars ($_____), exclusive of gross receipts tax. Individual work authorization shall be approved by the City's Project Manager as described in Exhibit I. The Landscape Architect shall abide by all provisions of both the

Accountability in Government Ordinance (Section 2-10-1) and the Inspector General Ordinance (2-17-1 COA).

B. SCHEDULE OF WAGE RATES:

1. Landscape Architect shall complete a PE 10-249 Pay Equity Report for all employees as part of this Agreement.

2. For the services rendered, the City shall pay the Landscape Architect at a rate of 2.97 times direct payroll cost which shall be defined as the product of the employee's basic hourly rate multiplied by the number of hours that employee expended on the project. The basic hourly rate shall be determined by dividing 40 hours into that employee's regular salary for a 40-hour week. Direct payroll costs shall not include any fringe benefits.

3. For the services of professional consultants engaged for Landscape Architectural services; civil, structural, mechanical and electrical engineering services; and other professional specialty services the City shall pay at a rate of 1.1 times the amount billed to the Landscape Architect for such services.

4. Reimbursable services shall be paid at actual cost.

C. PAYMENT SCHEDULE:

1. Payments on account of the Landscape Architect's services may be made in monthly installments upon presentation of a detailed statement of the services rendered. Payment shall be subject to approval of the statement by the City's Project Manager.

2. Payments for reimbursable expenses may be made monthly upon presentation of the Landscape Architect's invoices.

D. GROSS RECEIPTS TAX/NON-TAXABLE TRANSACTIOS: The Landscape Architect may add any applicable gross receipts tax to the fees and other payments payable hereunder. The Landscape Architect shall use and require the use of non-taxable transaction certificates by consultants and suppliers whenever allowed by law. In all events, the Landscape Architect shall not include gross receipts taxes paid to others as a part of the base dollar amount upon which Landscape Architect calculates its gross receipts taxes when billing the Landscape Architect's fees and expenses to the City.

ARTICLE V
OWNERSHIP AND USE OF DOCUMENTS

A. Original construction document drawings, calculations, technical data, and data related specifically to the Project, designs, specifications, notes (including field notes), project manuals, and related documents and other work developed in the performance of this Agreement by the Landscape Architect shall vest in and shall become the sole property of the City whether the Project for which they are made is constructed or not. Production costs of such materials shall be included within the Landscape Architect's basic fee. With respect to computer programs and computer data, the City, at its option and at its cost, may require that the Landscape Architect provide any and all computer licensing agreements necessary to permit the City to use computer programs and data related to the

Project. As part of the Basic Fee, the Landscape Architect may maintain and retain a complete reproducible set of any and all record documents developed under this Agreement. Delivery of original documents shall not be required by the City prior to completion of the performance or termination of this Agreement. Electronic data delivered to and accepted by the City shall not include the professional stamp or signature of an engineer or Landscape Architect. City agrees that Landscape Architect shall not be liable for claims, liabilities or losses arising out of, or connected with, the decline of accuracy or readability of electronic data due to inappropriate storage conditions or duration.

B. All documents, including drawings and specifications prepared by the Landscape Architect pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented by the Landscape Architect to be suitable for reuse by the City on any other project except as provided in Paragraph E, below.

C. The original drawings may be marked by the City or the Landscape Architect to designate the restrictions of use of these documents as set forth in this Article.

D. Copyright: no reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Landscape Architect. However, the Landscape Architect may use these documents as reference and research materials and as representations of the design of the Project, including photographs of the work among the Landscape Architect's promotional and professional materials, provided however that such documents and materials shall not include the City's confidential or proprietary information in the event the City has previously advised Landscape Architect in writing of matters that the City considers confidential or proprietary. The City shall provide professional credit for the Landscape Architect in promotional materials for the Project if so requested, in writing, by the Landscape Architect.

E. The City acknowledges the Landscape Architect's construction documents, including the accepted electronic versions of such documents, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work and payment in full of all fees due the Landscape Architect. the City agrees, to the fullest extent permitted by law, to indemnify and hold the Landscape Architect harmless from claim, liability or cost arising or allegedly arising out of any unauthorized modification or misuse of the construction documents by the City or any person or entity that acquires or obtains the plans and specifications from or through the City. This indemnity provision is subject to Section 56-7-1, NMSA 1978, as amended.

F. The City shall make accessible to the Landscape Architect, but not copy, all of its maps, records, reports, or other data pertinent to the services to be performed by the Landscape Architect pursuant to this Agreement, and also make accessible any other maps, records, or other materials available to the City from any other public agency or body.

G. In the event the City requires additional copies of the documents prepared under this Agreement prior to the Landscape Architect's delivery of the original documents to the City, the Landscape Architect agrees to promptly provide copies upon request, and the City agrees to reimburse the Landscape Architect for reasonable costs of reproduction, not to exceed actual costs of reproduction, including labor costs expended in providing the requested copies.

ARTICLE VI
ACCOUNTING PROCEDURES AND RECORDS REQUIRED

A. Records of expenses by the Landscape Architect and its consultants pertaining to all services provided under this Agreement (other than lump sum fees) shall be kept on the basis of generally accepted accounting principles and shall be available at mutually convenient times to the City or the City's authorized representative, but only if requested by the Chief Administrative Officer or the Office of Internal Audit . The City shall have the right to audit all such records and billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

B. Required records of expenses shall be kept by the Landscape Architect and its consultants and shall be available to the City until all applicable Statutes of Limitations have run, and this Article VI shall survive and continue beyond the termination of any other terms of this Agreement.

C. In the event the City audits the Landscape Architect's records, pursuant to this Article, Landscape Architect shall make available to the City for examination all of the Landscape Architect's records with respect to all matters covered by this Agreement and shall permit the City to audit, examine, and make copies at its own expense, excerpts or transcripts from all such records, and to make audits including, but not limited to: all contracts; invoices; materials; payrolls; records of personnel, to the extent allowed by law; conditions of employment and other data relating to all matters covered by this Agreement. The Landscape Architect and its subconsultants shall not be compensated under this Agreement for its time or any costs incurred in complying with this paragraph.

ARTICLE VII
SUSPENSION AND TERMINATION OF AGREEMENT

A. **PROJECT SUSPENSION:** If the Project is suspended for more than three (3) months or abandoned in whole or in part, the Landscape Architect shall be compensated for its services performed prior to receipt of written notice from the City of such suspension or abandonment, together with expenses then due. If the Project is resumed after being suspended for more than three (3) months, the Landscape Architect's compensation shall be subject to renegotiation. In the event fees cannot be agreed upon, the City may select another Landscape Architect, and the Landscape Architect shall be entitled to no further fees.

B. **TERMINATION:** 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 Landscape Architect shall be responsible for all direct and consequential costs and damages which may arise out of the Landscape Architect's failure to complete the services in accordance with the schedule of Landscape Architect's services defined in or pursuant to this Agreement, provided however, that the Landscape Architect shall not be responsible for damages caused by the City's delay. The Landscape Architect shall not be entitled to

delay damages against the City for delay of the performance of this Agreement caused by the City or any third parties.

1. **Termination Due to Abandonment:** In the event that the Project is abandoned by the City, the City may terminate this Agreement at any time by giving at least fifteen (15) days written notice to the Landscape Architect.

2. **Termination for convenience of the City:** The City may terminate this Agreement, in whole or in part, for the City's convenience at any time by giving at least fifteen (15) days written notice to the Landscape Architect.

3. **Termination Due To Non-Funding:** In the event the construction project funds out of which this Agreement is funded are depleted to the extent the funds are inadequate for the City to make the payments required pursuant to this Agreement, the City may terminate this Agreement by giving at least ten (10) days written notice to the Landscape Architect.

4. **Effect of Termination:** Upon Landscape Architect's receipt of a notice of termination, the Landscape Architect shall promptly discontinue all services affected, unless otherwise directed in writing by the City. All finished or unfinished documents, data, sketches, calculations, summaries, estimates, records, schedules, studies, surveys, drawings, maps, models, photographs, reports, and such other information and data accumulated in the performance of services under this Agreement, whether complete or in progress, prepared by the Landscape Architect under this Agreement shall become the City's property, regardless of the cause for termination. The Landscape Architect shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including reimbursable expenses authorized by City which are then due, but shall not be entitled to recover any consequential damages, including, but not limited to loss of anticipated profits, for any termination allowed pursuant to this Article. In the event of termination for convenience, the City may take over the work of the Project and continue the Project by contract with another party or with its own staff.

C. **GIVING NOTICE:** The time required to give notice in this Article VII shall begin to run from and including the date of the postmark of the letter of termination or date of personal delivery.

ARTICLE VIII
STANDARD OF CARE

The Landscape Architect agrees that it and its employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform in connection with the services to be performed under this Agreement. These services shall be performed in accordance with the standards of the profession. Landscape Architect further agrees that it will require its consultants, subconsultants, joint venturers, and agents to agree with Landscape Architect that they possess the experience, knowledge, and character necessary to qualify them individually for the particular duties that are performed in connection with the services to be performed for the Landscape Architect on the projects. Such agreement by consultants, subconsultants, joint venturers, and agents shall further provide that the services required of them shall be performed in accordance with the standards of their profession and shall not be construed as a diminution of Landscape Architect's liability and responsibilities to the City.

ARTICLE IX
INDEMNIFICATION

A. The Landscape Architect agrees to defend, indemnify, and hold harmless the City and its officers, and employees from and against all suits, actions, or claims of any character brought against the City because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, error, or omission of the Landscape Architect, its agents or its employees arising out of the performance of this Agreement. Nothing in the Agreement shall be construed to require the Landscape Architect to defend, indemnify, and hold harmless the City, its officers, and employees from and against liability, claims, damages, losses or expenses, including attorneys fees, arising out of bodily injury to persons or damage to property caused by or resulting from in whole or in part the negligence, act or omission of the City, its officers and employees or any legal entity for whose negligence, acts, or omissions any of them may be liable, as to liability, claims, damages, losses or expenses, including reasonable attorneys fees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City, or the agents or employees or officers of the City or the giving or failure to give directions or instructions by the City or agents or employees or officers of the City where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. Receipt by the City of the Landscape Architect's services under this Agreement and City authorization for the Landscape Architect to proceed with the various phase of services shall not be construed as approval of the Landscape Architect's work product by the City or as the giving of instructions or directions by the City. This indemnification provision is subject to the limitations and provisions of Section 56-7-1 NMSA 1978.

B. The Landscape Architect's time and expenses spent defending allegations in claims or lawsuits that the Landscape Architect was negligent shall be at the Landscape Architect's own expense, and the Landscape Architect shall cooperate with the City in defending claims and lawsuits arising out of the negligence of the Landscape Architect. This will not require of the Landscape Architect analyses, computations, and other Landscape Architectural work, which is not in the scope of this Agreement.

ARTICLE X
FINAL PAYMENT

The Landscape Architect, by its acceptance of final payment of the amounts due under this Agreement, releases the City, its officers and employees, from all liabilities and obligations for fees and costs due under this Agreement including, but not limited to, all damages, losses, costs, liability, and expenses (including, but not limited to, attorneys' fees and costs of litigation) that the Landscape Architect may have. All representations, including standard of care issues made in this Agreement will survive final payment and termination or completion of this Agreement.

ARTICLE XI
GENERAL AND SPECIAL PROVISIONS

A. **COMPLIANCE WITH LAWS:** The Landscape Architect agrees to perform this Agreement in compliance with all Federal, State, and local codes, regulations, ordinances and laws in effect at the time of contracting.

B. **GOVERNING LAW:** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico.

C. **CONTRACT FOR CONSTRUCTION: LANDSCAPE ARCHITECT'S STATUS:** The extent of the Landscape Architect's duties and responsibilities, the Landscape Architect's relationship with the Contractor, and the limitations of the Landscape Architect's authority during the Construction Phase of this Agreement shall be in accordance with the General Conditions contained in the **City of Albuquerque Standard Specifications for Public Works Construction** and all Supplemental General Conditions thereto, which are in effect on the date of execution of this Agreement or such other or additional General Conditions of the Construction Contract, as specified in this Agreement, all of which are incorporated herein as though set forth in full. The term "Engineer" shall be replaced with the term "Landscape Architect" throughout said General Conditions. Such General Conditions and supplements thereto shall not be modified without the Landscape Architect's written consent to the extent such changes effect the Landscape Architectural services required by this Agreement.

D. **INDEPENDENT CONTRACTOR STATUS:** The Landscape Architect, and its agents and employees, are independent contractors performing professional and technical services for the City and are not employees of the City. The Landscape Architect, and its agents and employees, shall not as a result of this Agreement accrue leave or retirement, and shall not be entitled to insurance or bonding benefits or coverage, and shall not be entitled to use City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

E. **TERM:** The Term of this Agreement shall be two years commencing on the date executed by the City. No new task orders shall be initiated following the two year term. All task orders initiated during the term but uncompleted at the expiration of the term shall be completed as expeditiously as possible. The Landscape Architect shall perform the services required by this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Failure of the Landscape Architect to perform in such a manner shall constitute a basis for termination and/or withholding of payment until timely performance is achieved by the Landscape Architect. For purposes of this paragraph, the failure of the Landscape Architect to meet the performance schedule of Exhibit III of this Agreement or any extension thereof authorized by the City shall be a failure to perform expeditiously and consistently with professional skill and care.

F. **TIME OF ESSENCE:** All time limits stated in this Agreement are of the essence in the performance of this Agreement.

G. **LANDSCAPE ARCHITECT'S CHANGE OF STATUS:**

1. **ASSIGNMENT OF CONTRACT:** Neither party shall 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 consent of the other party.

2. **JOINT VENTURE:** In the event the Landscape Architect proposes to perform this Agreement as part of a joint venture, all such joint venture Agreements shall be reviewed by and meet the requirements of the Deputy Director and made an incorporated exhibit to this Agreement. Such joint venture Agreements shall clearly identify the duties and responsibilities of each joint venturer as such duties and responsibilities relate to the performance of this Agreement.

3. **MERGERS, DISSOLUTION, SUCCESSORS, AND ASSIGNS:** The Landscape Architect agrees that during the term hereof it will maintain its existing business structure and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferrer business structure, as the case may be, (1) is capable of performing, and agrees in writing to perform all of the obligations of the Landscape Architect hereunder; (2) qualifies to do business in the State of New Mexico, including providing a legal registered Landscape Architect of New Mexico as Project Landscape Architect; and (3) the Deputy Director approves of the firm or individual Landscape Architect, or new Landscape Architect, if any, who is to proceed with the performance of this Agreement. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. The failure of the Landscape Architect to comply with the foregoing provisions of this paragraph shall constitute a default of this Agreement by the Landscape Architect.

4. **PROJECT LANDSCAPE ARCHITECT/CHANGE OF STATUS:** The Deputy Director shall have sole discretion to determine whether the Project Landscape Architect(s) or which of them, or the firm named as Landscape Architect in this Agreement shall continue to have all contract rights under this Agreement and continue to represent the City under this Agreement in all instances where all or some of the Project Landscape Architects cease to be associated with the firm named in this Agreement.

5. **SUBCONTRACTING:** In the event that the Landscape Architect subcontracts out any portion of its duties or responsibilities under this Agreement or if the Landscape Architect hires subconsultants to assist it with its duties or responsibilities under this Agreement, the Landscape Architect shall require that all terms of this Agreement applicable to the subconsultant, subcontractor, or joint venturer shall be incorporated into any contract or agreement entered into with such subconsultant, subcontractor, or joint venturer, and the City shall be entitled to receive a copy of all such contracts or agreements from the Landscape Architect.

H. CONTRACT INTERPRETATION:

1. **SEVERABILITY:** If any clause or provision in this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

2. **WAIVER:** No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice which may evolve between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Agreement. Further, the waiver by any party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

3. **GENDER, SINGULAR/PLURAL:** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

4. **CAPTIONS AND SECTION HEADINGS:** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.

5. **MULTIPLE ORIGINALS:** This document may be executed in counterparts, each of which shall be deemed an original.

6. **ENTIRE AGREEMENT:** This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

7. **INTERCHANGEABLE TERMS:** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

8. **WORDS AND PHRASES:** Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

9. **RELATIONSHIP OF CONTRACT DOCUMENTS:** All documents attached to this Agreement or incorporated into this Agreement are complementary, and any requirement of one contract document shall be as binding as if required by all.

10. **EXHIBITS, CERTIFICATES, DOCUMENTS INCORPORATED AND ATTACHMENTS:** Incorporation by Reference: All certificates, documents, exhibits, attachments, riders, and addenda referred to in this Agreement, including but not limited to the exhibits referred to in this Agreement, as well as those listed hereinafter and those which are within the standard of care of the industry, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. The following exhibits are attached hereto and incorporated herein as though set forth in full:

(a)	**Exhibit I:**	Landscape Architect's Scope of Services
(b)	**Exhibit II:**	City's Responsibilities
(c)	**Exhibit III:**	Project Schedule
(d)	**Exhibit IV:**	Basic Hourly Fee Schedule

I. **FORMAL NOTICES:** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid. In the instance of termination of this Agreement, notice shall be sent by certified mail, addressed as follows:

Deputy Director, Department of Municipal Development
City of Albuquerque
P. 0. Box 1293
Albuquerque, New Mexico 87103

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided. In addition, nothing contained herein shall preclude the transmission of routine correspondence, messages, and information between the respective parties to this agreement, either at the project site or at the home offices of either party, or by an official of either party or their representatives.

J. **ETHICS AND CAMPAIGN PRACTICES:** The Landscape Architect agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque (the "Board") or its investigator with any records or information pertaining in any manner to this Agreement, or both, whenever such records or information are within the Landscape Architect's custody, are germane to an investigation authorized by the Board, and are requested by the Board. The Landscape Architect further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. The Landscape Architect agrees to require that all subconsultants employed by Landscape Architect for services performed for this Agreement shall agree to comply with the provisions of this paragraph. The Landscape Architect and its subconsultants shall not be compensated under this Agreement for its time or any costs incurred in complying with this paragraph.

K. **CONFLICT OF INTEREST:** The Landscape Architect warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Landscape Architect further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Landscape Architect. The Landscape Architect also agrees that neither it nor anyone employed by it shall have an interest, direct or indirect, in any company hired for the Project as Contractor, subcontractor, supplier, or manufacturer, except for those areas of construction for which the City provides construction phase inspection that is independent of the Landscape Architect.

L. **LIMIT ON AUTHORITY:** The Landscape Architect agrees not to purport to bind the City to any obligation not assumed herein by the City, unless the Landscape Architect has express written authority to do so, and then only within the strict limits of that authority.

M. **ADMINISTRATION OF THE AGREEMENT:** The City's Chief Administrative Officer, or authorized representative thereof, shall administer this Agreement for the City and the Landscape Architect agrees to follow the City's Capital Implementation Program Procedures which are in effect on the date of the City's execution of this Agreement.

N. **DISCLOSURE:** The Landscape Architect hereby affirms that within the two (2) years preceding the execution of this Agreement, neither the Landscape Architect nor any of the Landscape Architect's officers, agents or employees have made or agreed to make any valuable gift whether in the form of service, loan, thing or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of firms or persons to provide professional Landscape Architectural, Engineering, landscape, and other related services to the City. Campaign contributions, as defined by the Election Code of the City Charter, shall not be considered as a valuable gift for the purposes of this Agreement.

O. **LEGAL SERVICES:** Landscape Architect shall not be entitled to receive payment pursuant to the terms of this Agreement or otherwise for legal services the Landscape Architect procures or employs for any matter related to the study, design, and the construction of the Project except when advance written approval, which specifies the scope of such legal services, is given by the City Attorney.

P. **REAL PROPERTY APPRAISAL AND ACQUISITION:** The Landscape Architect shall not be entitled to receive payment pursuant to the terms of this Agreement or otherwise for providing services of real property appraisal or acquisition and is expressly prohibited from obtaining appraisals of real property or instituting or causing to be instituted any negotiations or legal proceeding of any nature related to the acquisition of real property as part of the Landscape Architect's services under this Agreement.

Q. **SUBSEQUENT CONFLICTS OF INTEREST:** Landscape Architect agrees to not serve in the capacity of Landscape Architect, Consultant, Expert, or Expert Witness for any party to litigation or pending litigations holding an adverse position to, or claim against, the City on the same subject matter for which the Landscape Architect performs services pursuant to the terms of this Agreement.

ARTICLE XII
INSURANCE

The Landscape Architect shall procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Landscape Architect shall furnish to the City a certificate in a form satisfactory to the City showing that it has complied with this Article. Such certificate is required in addition to a copy of each insurance policy required in Article XII-E. Various types of required insurance may be written in one or more policies. Kinds and amounts of insurance required are as follows:

A. **Commercial General Liability Insurance Including Automobile:** Commercial general liability and automobile insurance policies with liability limits in amounts not less than $1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence, for each policy. Said policies of insurance shall be in effect for the term of this Agreement and include coverage for all operations performed for the City by the Landscape Architect, coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work, and contractual liability coverage shall not exclude the indemnification provisions (including but not limited to Article IX) of this Agreement. The City shall be named an additional insured on the Commercial General Liability Insurance policy.

B. **Worker's Compensation Insurance:** Worker's Compensation Insurance in accordance with the provisions of the Workers' Compensation Act, Sections 52-1-1, et seq., NMSA 1978.

C. **Professional Liability Insurance:**

1. Professional liability insurance in an amount of not less than $250,000 in the aggregate, provided however, that there shall not be a per claim limit of less than $250,000. Such policy shall be in effect for the term of this Agreement (the "Basic Professional Liability Insurance"),

2. A policy for "claims made" coverage shall satisfy the requirements of this section, only when coverage is provided for the entire time of the performance of this contract and for one (1) year thereafter, and

   (a) All insurance policies shall allow the Landscape Architect to extend the time in which a claim may be made for one (1) year, or for a period equal to the time remaining during which insurance is required by this contract after the cancellation of the policy, whichever is greater, for occurrences or claims that may arise during the term of the policy, and;

   (b) Each new policy shall provide for an inception (or retroactive) date that is the same as the initial effective date of this Agreement, provided that subsections C.2(a) and C.2(b) will not both be required as long as continuous coverage is provided for the time set forth above.

D. **Costs of Insurance and Increased Limits:** In the event the City elects to require additional insurance coverage, the cost directly incurred by the Landscape Architect which is in addition to the Landscape Architect's Basic Professional Liability Insurance shall be a direct reimbursable expense (additional insurance premium cost only), which shall be paid by the City. If, during the term of this Agreement, the City requires the Landscape Architect to increase the minimum limits of any insurance required herein, an adjustment in the Landscape Architect's compensation will be made in the amount of the actual cost of additional insurance attributable directly to this Agreement.

E. The City reserves the right to review copies of all required insurance policies and amendments or replacement policies at any time.

ARTICLE XIII
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the Landscape Architect shall not discriminate against any individual on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XIV
MULTI-PHASE CONSTRUCTION CONTRACTS

Where multi-phase construction contracts, other than multi-phase construction contracts that are specifically provided in this Agreement, are deemed to be in the best interest of the City and are so ordered in writing by the City, then a supplement to this Agreement shall be negotiated between the Landscape Architect and the City.

ARTICLE XV
DISPUTE RESOLUTION

A. **MEDIATION PROCEDURES:** In the event a dispute concerning this Agreement arises, any party seeking relief shall mail or deliver a written demand to the other party, describing the relief sought and the basis for such relief. The City and the Landscape Architect shall attempt to informally negotiate a resolution of such demand. In the event the negotiations fail or no resolution is reached within fifteen days after receipt of the demand, whichever first occurs, the dispute shall be submitted to non-binding mediation. Each party shall pay in equal shares all fees and costs assessed by the mediator. Unless agreed in writing otherwise, the failure of any party making a demand to request mediation within thirty days of the original submission of the demand shall be deemed a waiver of mediation requirements herein, and the parties shall proceed pursuant to Section B of this Article. In the event the dispute is submitted to arbitration, the parties may enter into a written agreement to stay arbitration pending completion of mediation.

B. **ARBITRATION:** If mediation is not successful, any dispute concerning this Agreement, or the performance, interpretation, or breach thereof, shall then be settled by arbitration pursuant to the Construction Industry Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") then in effect. The arbitrator(s) shall have no power to render an award, which has the effect of altering or amending or changing in any way any provision of this Agreement. The award of the arbitrator(s) shall be final and binding. Judgment upon any such award shall be rendered only by any state or federal court sitting in Bernalillo County, New Mexico. Any and all arbitration proceedings, including discovery ordered by the arbitrator(s) shall take place in Bernalillo County, New Mexico or in the County in which the construction site, which is the subject of this Agreement, is located. In the event this Agreement requires a study phase only, the arbitration proceedings shall be held only in Bernalillo County. In any such arbitration, the arbitrator(s) shall have the powers of a court having jurisdiction as well as all of the powers pursuant to the Rules. Without limiting the generality of the foregoing, the arbitrator(s) shall have the power to issue orders for injunctive relief.

C. **INJUNCTIVE RELIEF:** The City and the Landscape Architect consent and agree to the issuance of any temporary restraining order or preliminary injunction, by any Court sitting in Bernalillo County having jurisdiction, upon the application of any party to the arbitration. Such authority of a Court to order injunctive relief shall terminate upon completion of the appointment of an arbitrator(s) who will then have jurisdiction to issue orders for injunctive relief. Any party to the arbitration may apply to the arbitrator(s) for issuance of an injunction or similar relief, and such application shall be heard by the arbitrator(s) within ten (10) days after the application is filed with AAA. Any Court in Bernalillo County, New Mexico having jurisdiction to render an order confirming the award of the arbitrator(s) shall have jurisdiction to enter an order confirming the issuance of such injunction and making it an order of the Court.

D. **CONSOLIDATION AND JOINDER:** The City and the Landscape Architect consent to the joinder in arbitration of any party necessary for the complete resolution of all disputes arising out of the performance of contracts pertaining to the Work of the Project, including but not limited to the Landscape Architect and its subcontractors and subconsultants and the Contractor and its subcontractors and suppliers. The City and the Landscape Architect also consent to the consolidation of any arbitration under this Agreement with any other arbitration involving the performance of contracts pertaining to the Work of the Project.

E. **ARBITRATION PROVISION REQUIRED:** In the event the City enters into a construction contract for the project, the City shall require this Dispute Resolution provision (with appropriate changes in the description of the parties) in its contract with the Contractor.

F. **DEMAND:** Notice of demand for arbitration must be filed in writing with the other parties to this Dispute Resolution Article and with the AAA. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

ARTICLE XVI
CONSTRUCTION CONTRACTOR INDEMNIFICATION

The City will require in the general conditions of any construction contract, language which states that the construction contractor is required to defend, indemnify and save harmless the City and the Landscape Architect and their officers, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of the performance of the work of the Contractor, or by reason of any act or omission, neglect or misconduct of the Contractor, his agent or employees or any Subcontractor, his agents or employees. The City and the Landscape Architect shall also be named as additional insured on the Contractor's commercial general liability insurance policy.

ARTICLE XVII
HAZARDOUS MATERIALS

Unless otherwise stated in Exhibit I, Landscape Architect's Scope of Services in providing its services hereunder, the Landscape Architect shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the project. In the event that the City becomes aware of the presence of asbestos or hazardous material at the job site, the City shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify the Landscape Architect, who shall then be entitled to cease any of its services that may be affected by such presence, without any liability to the Landscape Architect arising therefrom. If the Landscape Architect becomes aware of the presence of asbestos or hazardous material at the job site, the Landscape Architect shall immediately cease any of its services that may be affected by such presence, without any liability arising therefrom, and inform the City of such materials presence. The Landscape Architect will work with the City, where possible, to help find the appropriate personnel, whether it be the City's staff, the Landscape Architect's staff, or another consultant, who can help the City with the determination of what to do with the asbestos or hazardous materials.

ARTICLE XVIII
RELY ON DATA

The Landscape Architect shall indicate to the City the information needed for rendering of services hereunder. The City shall provide to the Landscape Architect such information as is available to the City and the City's consultants and contractors, and the Landscape Architect shall be entitled to rely upon the accuracy and completeness thereof. The Landscape Architect shall review information provided by the City and others

and shall give the City an opinion of the risk associated with reliance on such information. The City understands that it is impossible to eliminate all risk, because of the inherent limitation of the techniques available to develop the information, or because of errors, omissions or inaccuracies, which may exist in the information. This article does not modify Article VIII of this Agreement.

ARTICLE XIX
CONSTRUCTION JOB SITE SAFETY

The Landscape Architect shall endeavor to guard the City against defects and deficiencies in the Work of the Contractor and give prompt notice to the City if the Landscape Architect observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents on the basis of on-site observations as an Landscape Architect. The Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Landscape Architect shall not be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, and shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

ARTICLE XX
APPROVAL REQUIRED

This Agreement shall not become binding or effective until approved by the City's Chief Administrative Officer or his authorized representative.

IN WITNESS WHEREOF, the City and the Landscape Architect have executed this Agreement as of the day and year last entered below.

CITY OF ALBUQUERQUE

_____
Robert J. Perry
Chief Administrative Officer

Date: _____

Approved by:

_____
Michael J. Riordan, P.E., Acting Director
Department of Municipal Development

Date: _____

LANDSCAPE ARCHITECT ***(name of firm)***

By: _____

Title: _____

Date: _____

New Mexico Landscape Architect
Certificate No.

State Taxation and Revenue Department Taxpayer
Identification Number:

Federal Taxpayer Identification Number:

City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

October 1, 2001

ADMINISTRATIVE INSTRUCTION NO. 3-1-1 (Revised)

SUBJECT: Standard Agreement Provisions for Architectural, Engineering and Landscape Architectural Services for the City of Albuquerque

All procurement of engineering, architectural or landscape architectural services made pursuant to the Selection Advisory Committee Ordinance shall require anyone submitting a proposal to perform such services shall state in the proposal they agree, if selected, to enter into an agreement with the City of Albuquerque which contains the standard terms and conditions found in the model Engineering, Architectural and Landscape Architectural Services Agreement dated October 1, 2001, which are incorporated herein by reference.

The model Engineering Services Agreement, Landscape Architectural Services Agreement and Architectural Services Agreement shall be the Agreements entered into for all Architectural, Engineering or Landscape Architectural Services that are exempt from the Selection Advisory Committee Ordinance.

Changes in the provisions of the referenced model agreements shall be approved by the City Attorney and Chief Administrative Officer or their designees in advance of any requests for such services, and such changes shall be contained in the model agreements made available to all those responding to the solicitation.

Effective date: This Administrative Agreement shall govern all procurement initiated after October 1, 2001.

Lawrence Rael,
Chief Administrative Officer

City of Albuquerque Selection Advisory Committee Rules and Regulations

I. GENERAL

These rules and regulations are adopted pursuant to the Selection Advisory Committee Ordinance, being Ordinance No. 48-1974, as amended, which is compiled as Section 14-7-2-1 et seq of the Revised Ordinances of Albuquerque, New Mexico, 1994, and together with the Selection Advisory Committee Ordinance govern:

The procedures to be followed in the selection of firms or persons to provide professional architectural, engineering, landscape architectural, and other related professional services which will cost less than twenty-five thousand dollars ($25,000).

The procedures to be followed by the Selection Advisory Committee in the selection of firms or persons to provide professional architectural, engineering, landscape architectural, and other related professional services which will cost twenty-five thousand dollars ($25,000) or more.

The Selection Advisory Committee is hereinafter referred to as the "Committee" and the Selection Advisory Committee Administrator is hereinafter referred to as the "Administrator" or the "Chairman," since the Selection Advisory Committee Ordinance designates the Administrator as the Selection Advisory Committee Chairman.

Exceptions to and deviations from these procedures may be authorized only by the Mayor or his designee in writing. Each request for an exception to or a deviation from these procedures shall be submitted to the Mayor or his designee in writing and shall include the recommendations of the Director of the User Department and the Administrator.

The Capital Implementation Program (CIP) Division is designated as the agency responsible for the administration of these Rules and Regulations. The Administrator shall be an employee of the CIP Division. In addition to administering all functions required for the execution of the Selection Advisory Committee process, as described in the Selection Advisory Committee Ordinance and these Rules and Regulations, the Administrator shall review all proposals received for a project and may discuss the contents of the proposals with other Selection Advisory Committee members both prior to and during committee meetings. The Chairman may ask respondents questions during interviews. However, the Chairman shall not prepare an evaluation for the proposals, shall not initiate or second motions at committee meetings, and shall not vote on motions made and seconded at these meetings.

The Administrator shall also assume responsibility for the disposition of issues related to irregularities or discrepancies in proposal content, proposal acceptance requirements, procedure and scoring/auditing calculations.

In the event that these Rules and Regulations are in conflict with any provision of the Selection Advisory Committee Ordinance, the Selection Advisory Committee Ordinance shall prevail.

II. PROCEDURES FOR PROFESSIONAL SERVICES COSTING LESS THAN $25,000

A. When professional architectural, engineering, landscape architectural and other related professional services will cost less than $25,000, User Departments shall notify the Administrator, in writing, of their need for such services and provide a description of the services to be provided. This request shall be signed by the User Department Director or designee. The Administrator shall propose the names of firms or persons to contact as candidates to perform the services. The Administrator shall also consult a listing of firms or persons who have been awarded a project without going through the Selection Advisory Committee during the one year period prior to the date when the Administrator was notified, in writing, by the User Department. Any firm or person appearing on the listing will not be contacted unless it can be justified that the nature of the services are such that other firms or persons do not possess the expertise needed. If three eligible firms cannot be identified, the Administrator shall take the action described in Paragraph B.

B. After coordination with the User Department, the Administrator shall contact the three firms or persons, describe the project to them and request that they submit a brief proposal, not to exceed five written pages, within seven (7) City working days. If less than three firms or persons are contacted, the Administrator shall document the reasons in a memorandum to the file for the project and send a copy to the Finance Office of the Public Works Department (for Public Works projects), the Director of the User Department, and the Director of the Capital Implementation Program Division.

C. Upon receipt of the proposals the Administrator shall meet with the User Department. The User Department, after reviewing the proposals, shall decide which firm or person is to be selected for the services. The User Department shall also identify the first alternate and second alternate.

D. The Administrator shall notify, in writing, either the Capital Implementation Program Division (for non-Public Works Department projects) or the Finance Office of the Public Works Department (for Public Works Projects), of the selected firm or person and the alternates in order that service agreement negotiations can commence. Final approval for such agreements shall be made as determined by the Mayor or designee.

E. Should a User Department desire to utilize the procedures set forth in Section III of the rules and regulations for professional services costing $25,000 or more, nothing herein will preclude the use of those procedures.

F. The total amount paid to the Consultant under this procedure for all services including basic services and additional services, expenses, reimbursables, and supplementals shall

be less than $25,000, excluding gross receipts taxes. The splitting of services to be performed into increments of less than $25,000 in order to avoid the Selection Advisory Committee procedures for professional services costing $25,000 or more is expressly prohibited. Contracts awarded under this procedure are also included in the calculation for determining deduction points for projects in which professional services cost $25,000 or more.

III. SELECTION ADVISORY COMMITTEE PROCEDURES FOR PROFESSIONAL SERVICES COSTING $25,000 OR MORE

A. Preparing the Notice of Request for Proposals

The User Department notifies the Administrator, in writing, of the need to obtain professional architectural, engineering, landscape architectural, and other related professional services. This request shall be signed by the User Department Director or the Director's designee. The User Department shall furnish the Administrator with the name of the User Department's committee member, approved by the Department Director as the Director's designated staff alternate, a description of the project, the services needed and a project budget. The Administrator shall review the project description so that only those services desired by the User Department are included in the Notice of Request for Proposals. All project descriptions shall contain the names and telephone numbers of the City project manager.

The Administrator shall follow the general Notice of Request for Proposals. This format may be augmented to provide for the advertisement of more than one project. However, there will be no restrictions limiting the award of projects advertised under the same Legal Notice to different vendors. For special projects, the Administrator, with the concurrence of the User Department, may waive the 15 page limitation. Elimination or modification of the 15 page limitation must be announced in the Notice of Request for Proposals. The Administrator and the User Department committee member shall determine the points to be assigned to each of the evaluation criteria categories shown on the form. A range of 5 to 35 points shall be assigned to each category. Category point assignments in excess of 35 points shall not be permitted.

Engineering, architectural and landscape architectural projects shall be advertised by the Capital Implementation Program (CIP) Office. Proposals submitted to CIP in response to legal notice advertisements that have not been pre-approved by the Administrator, shall not be accepted by CIP and shall not be scheduled for evaluation by the Selection Advisory Committee. The Administrator prepares and then approves the Notice of Request for Proposals by signing it. The User Department shall furnish CIP with a purchase order requisition for advertising the Notice of Request for Proposals. The Legal Notice shall be advertised in an Albuquerque newspaper of general circulation at least twice, not less than one (1) week apart, with a due date of proposals not less than one week after the second publication. Publication of the request for proposals shall be made in the Wednesday editions of the Albuquerque Journal and the Albuquerque Tribune.

B. Conducting a Pre-Submittal Meeting

The User Department may desire to have a pre-submittal meeting for consultants desiring to respond to the Notice of Request for Proposals in order to provide additional information on the project. Under normal circumstances, the pre-submittal meeting shall be held on the day following the second publication of the Notice of Request for Proposals. The Administrator, in conjunction with the User Department, shall be responsible for determining the time and place of the meeting. If the pre-submittal meeting has been designated as a mandatory meeting in the Notice of Request for Proposals, an attendance sheet will be provided by the Administrator for consultants to sign. For mandatory pre-submittal meetings, once the Administrator has adjourned the meeting, additional names shall not be accepted or placed on the attendance sheet. Proposals from consultants whose names were not accepted by the Administrator and placed on the attendance sheet will not be accepted for evaluation. If the meeting is designated as mandatory, the Notice of Request for Proposals will state that proposals will not be accepted from consultants who do not attend the meeting.

The User Department may prepare an information packet for distribution at the pre-submittal meeting which may contain the following:
a. A detailed description of the project including location map, if applicable.
b. Any particular areas of the project that the consultants should address in their proposals.
c. Any time or funding restraints placed on the project.
d. Any other relevant information.

The User Department will brief the consultants on the information contained in the information packet and conduct a question and answer period at the conclusion of the briefing. Answers to questions requiring additional research by the User Department before an answer can be given will be furnished, in writing, to all consultants attending the pre-submittal meeting. However, should a consultant fail to receive such information, this shall not warrant a change in procedure or constitute grounds for special consideration.

C. Receiving the Proposals

All proposals must be received at the Capital Implementation Program Office prior to the date and time specified in the Notice of Request for Proposals. All proposals received by CIP shall be date and time stamped. Any proposal received after the specified date and time will not be considered by the Selection Advisory Committee. Proposals must be bound. Unbound proposals will not be considered by the Selection Advisory Committee.

All proposals shall be checked for inclusion of the Agreement and Insurance Certification. At least one of the proposal copies submitted must contain a notarized original of all required certifications. Remaining proposals may contain copies of the notarized original certifications. Those proposals not meeting this requirement shall be considered non-responsive and will not be evaluated by the Selection Advisory Committee.

Proposals that exceed the page limitation stated in the Notice of Request for Proposals shall be considered non- responsive and will not be evaluated by the Selection Advisory Committee.

The Administrator, in accordance with the requirements of the Selection Advisory Committee Ordinance, shall determine the persons who will serve as Committee Members in addition to the User Department committee member and shall determine the committee meeting place, date and time. Any City employee selected for the Committee must be considered to be "qualified" by nature of professional registration or by having involvement with the project in question. The Committee meeting shall not be held less than two weeks after the receipt of the proposals. The Administrator shall provide committee members with instructions on their duties to ensure that meetings are conducted uniformly. All members of the Committee shall be notified in writing by the Administrator of the date, time and place of the meeting. An information packet for each project shall be prepared and delivered to each of the members and should contain the following:

a. The Notice of Request for Proposals.
b. List of respondents.
c. Guidance on evaluation of proposals.
d. Copy of the Selection Advisory Committee Evaluation Procedures.
e. The evaluation form (scoring sheet) to be used for the project with assigned category values.
f. Copies of proposals

All consultants submitting proposals to CIP shall be notified in writing as to the date, time and location of the Committee meeting to evaluate proposals. The Administrator shall also notify, in writing, those respondents failing to meet the Requirements for Acceptance of Proposals* citing the reasons why the proposal has been rejected. Committee meetings to evaluate the proposals shall be open to the public. However, public comments shall not be allowed. Attempts on the part of respondents to lobby Committee Members is considered to be unprofessional and unacceptable conduct. Such conduct may be cause for the Committee to reject the respondent's proposal.

Requirements for Acceptance of Proposals*:

a. The respondent must provide the published, requested number of bound copies of their proposal. Un-bound proposals will be rejected and will not be evaluated by the Selection Advisory Committee.

b. At least one copy of the respondent's proposal must contain the required Agreement and Insurance Certification form containing an original notary seal. The remaining copies of the respondent's proposal may contain copies of the original form. The original

language of these forms must not be modified with exceptions or qualifications of any kind, or the respondent's proposal may be subject to rejection by the Administrator.
c. The maximum number of proposal pages permitted is 15 single-sided 8 1/2 x 11" pages, unless otherwise stated in the Legal Notice for Request for Proposals. If double-sided page printing is used, each side shall be numbered and counted as two separate pages. Any 17 x 11" pages shall be numbered and counted as two pages. Drawings on 24 x 36" sheets shall be numbered and counted as four pages.
If supplied, the following pages will be excluded from being counted as part of the advertised maximum page limitation:
• Front and back cover and binding pages.
• The Letter of Introduction.
• The Title Page.
• The Table of Contents.
• Dividers between proposal information categories.
• The Agreement and Insurance Certification form and other certifications.
* If any significant text detailing any aspect of the current project, prior consultant projects or the consulting firm is found on any page not normally counted as part of the maximum page limitation, that page may be considered to be part of the respondent's proposal and may be counted as part of the maximum page limitation, as determined by the Administrator.

A responding firm and/or person who believes that its response (or portions thereof) constitutes "trade secrets" within the meaning of Section 30-16-24 N.M.S.A. (1978) should clearly designate their response as such by printing the words "TRADE SECRET" on the top portion of the front cover of their response. The responding firm and/or person may restrict distribution of the responses to only those individuals involved in the review and analysis of the responses. The City of Albuquerque will attempt to restrict distribution of a designated response as directed by the submitting party. In any event, the City of Albuquerque shall not be liable for disclosure of "trade secret" information. Furthermore, all proposals submitted to the City become the property of the City. However, one or more copies of proposals submitted to the City may be returned to respondents, at the discretion of the Administrator, within one month following the meeting date of the Selection Advisory Committee for the related project.

D. Reviewing the Proposals

Proposals will be evaluated by each voting member of the Committee based on the points assigned to the following evaluation criteria categories as published in the Notice of Request for Proposals:
a. General Information
1) Provide name, address, and telephone number of respondent and, if a firm, when firm was established.
2) Provide number of employees, technical discipline, registration and registration number.

3) Indicate where the services are to be performed.
b. Project Team Members
1) Provide an organization plan for management of the project.
2) Identify all consultants to be used on the project.
3) Provide qualifications of project team members shown in organization plan, including registration and membership in professional organizations.
4) Provide any unique knowledge of key team members relevant to the project.
c. Respondent Experience
1) Describe previous projects of a similar nature, including client contact (with phone numbers), year services provided, construction cost, if applicable, and narrative description of how they relate to this project.
2) Provide examples of the Project Manager's City experience within the past five (5) years that serve to demonstrate the Project Manager's knowledge of City procedures.
d. Technical Approach
1) Describe respondent's understanding of the project scope.
2) Describe how respondent plans to perform the services required by the project scope.
3) Describe specialized problem solving required in any phase of the project.
e. Cost Control
1) Describe cost control and cost estimating techniques to be used for this project.
2) Provide comparisons of bid award amount to final cost estimate for projects designed by the respondent during the past two years. The consultant may provide justification for any discrepancies that may exist with this information.
f. Quality and Content of Proposal
1) Committee Members' rating of overall quality of submittal.
Each of the above evaluation criteria categories (a-f) shall be assigned a value between 5 and 35 points, such that the total value of all of the categories shall be 100 points. Each voting committee member shall determine a score for each of the criteria categories and enter that number on the evaluation form. The scores shall not be more than the maximum points assigned to each category. Each voting committee member shall use whole numbers in arriving at the points assigned to a firm for each evaluation criteria category. For example, use 10 or 11; Do not use 10.5 or 10.75 or 10 1/2 or 10 3/4. Each voting member shall then compute a total score for each response by summing the scores for each category.

The Committee Evaluation Form will be used by each voting Committee member in making their evaluation. Each voting Committee member will bring their completed evaluation form to the Committee meeting.

E. Conducting the Committee Meeting

A minimum of four committee members are required to be present at a Committee or Interview meeting in order to conduct the meeting. If one member remains absent ten minutes after the scheduled start of the meeting, the Administrator shall proceed with the meeting. If two or more members remain absent ten minutes after the scheduled start of

the meeting, the Administrator shall cancel and reschedule the Committee or Interview meeting at a later date not more than two weeks past the originally scheduled meeting date for the project, if possible. Should unforeseeable disruptions or disagreements occur during a Committee or Interview meeting thereby inhibiting its continuation or the professional conduct of the meeting, the Administrator shall dismiss the Committee members and reconvene the meeting in "Executive Session" at a later date or time to complete its administration. For the purposes of this document, "Executive Session" is defined as a continuation of a previous meeting. Executive Sessions shall be closed to the public. Other than this, a Committee or Interview meeting can only be postponed, reconvened, or rescheduled by motion and majority vote by voting committee members. However, any motion to postpone, reconvene or reschedule must be made prior to the adjournment of the current meeting by the Administrator. Once a meeting for a project has been adjourned by the Administrator no motion to reopen or reconvene will be made or entertained.

Prior to the Committee meeting, the Chairman shall have obtained point deductions for each respondent based on the total dollar amount of basic services fees for the service agreements that the respondent has executed with the City during the prior twelve (12) months and including any agreement executed from the beginning of the month through the date of receipt of proposals. For example, for proposals received on July 16, 1996, totals for agreements executed during the period of July 1, 1995, through July 16, 1996, would be used to determine point deductions. Deduction points shall be computed by deducting one point for every $50,000 of Basic Services fees.

Basic Services includes all compensation stipulated in original agreements and supplements thereto, exclusive of tax for all design service contracts. It does not include compensation authorized by letter subsequent to the execution of the agreement such as additional services or adjustments in compensation due to changes in estimated construction costs. If a firm or person has executed agreements with the City during the year prior to receipt of a proposal from that firm or person that are both single agreements and joint agreements with another firm or person, the joint agreements will not be used in calculating point deductions unless the firm's or person's share of the fee in the joint agreement is 50% or greater.
At the Committee meeting, the Chairman shall:

Ask the User Department committee member if there is any additional information that should be considered by the Committee.

Ask each member of the Committee to comment on their evaluation of each respondent's proposal, but to withhold giving their total scores for each proposal.

Ask the Committee as a whole to further discuss the proposals and apply any changes they desire to their scores to arrive at their final scores before reporting them. Once scores have been reported to the Chairman, they can not be altered.

Eliminate the high and low score reported for each proposal, total the remaining scores, and determine an initial ranking of the proposals based on the highest remaining aggregate score, second highest remaining aggregate score and third highest remaining aggregate score.
In the event ties result after eliminating the highest and lowest score reported for each respondent, the following procedure shall be used to break all ties:
• The respondent having the highest score dropped as a result of dropping the highest and lowest scores, shall be awarded an additional point to break the tie.
• In the event the high score dropped for both respondents tied is identical, then one point shall be awarded to the respondent having the higher lowest score dropped in order to break the tie.
• In the highly unlikely event that the low score dropped for both respondents tied is also identical, the Administrator shall collect the score-sheets and review all scores to determine which respondent obtained the highest score in the category bearing the highest point value. That respondent shall then be awarded an additional point to break the tie. If two or more categories contain the same highest point value, the scores achieved for those categories shall be averaged to determine which consultant receives the additional tie-breaker point.

If the point difference between the two highest ranked respondents, as determined by Paragraph III-E-4 and possibly including paragraph III-E-5, is equal to or less than 5% of the total points obtainable (the best qualified threshold) point deductions shall then be applied by the Chairman to all of the respondents' scores in order to determine their final ranking. If the application of point deductions results in ties, the Chairman shall break the ties by assigning one point to the respondent having the highest score after the application of paragraphs III-E-4 and III-E-5. Point deductions shall be made if the point difference between the two highest ranked respondents is equal to or less than 5% of the total points obtainable as a result of the application of paragraphs III-E-4 and III-E-5. The Committee's number one, number two and number three recommendation for selection shall be determined based on the provisions of this paragraph, providing that the Committee does not vote to conduct interviews.

The Chairman shall then ask for a motion from the Committee to conduct interviews. If a motion to conduct interviews is raised by a Committee member, that Committee member may specify at least two, but not more than five, respondents having the highest Total Final Scores, with or without point deductions applied, as determined in Paragraph III-E-6 as part of the motion. Interviews shall then only be conducted if the motion is seconded and then passed by majority vote by voting Committee members. These respondents shall constitute the interview "short list."

After the Selection Advisory Committee Meeting has been adjourned, the Chairman shall prepare a composite score- sheet for the project. If a discrepancy is found between the sum of the scores entered for each score-sheet category and the total score reported during the Selection Advisory Committee meeting, the Administrator shall contact the committee member whose score-sheet is in question and allow modification to category scores for clarification. However, the Administrator shall insure that the total score

reported by the committee member at the Committee meeting is not altered as a result of corrections made to category scores.

F. Interviewing Respondents on the Short List

The Administrator shall notify each respondent on the short list in writing that the Committee has selected them to be interviewed and inform them of the place, date and time the Committee will conduct the interviews, as well as the duration of the interview and the amount of time allocated for the respondent's presentation and for questions from the Committee. A respondent may decline to be interviewed, in which case the Committee will interview only the respondents agreeing to be interviewed.

Each respondent will be required to make a presentation that will address items related to the project. Each presentation will be followed by questions from the Committee. The items will normally require the respondent to expand on some aspect of the project such as the technical approach, elaborating on the respondent's understanding of the scope of the project, design problems that must be dealt with, and other items that will allow the Committee to determine the best qualified respondent. The items will be formulated by the User Department committee member in conjunction with the Chairman and the other committee members. One item will always be "overall presentation and response to questions from committee members." Points will be assigned to these items so that the total equals 100. The items will become the evaluation criteria for each interview. Each respondent on the short list will be informed of the presentation items and the point value assigned to each item prior to the interview. These items shall be stated as criteria on each committee member's interview evaluation form.

Interviews shall be closed to the public. At the conclusion of all interviews the Chairman shall:

- Ask each member of the Committee to comment on their evaluation of each respondent interviewed.
- Have committee members write down their scores on the score-sheets provided.
- Collect and verify all committee member score-sheets.
- Eliminate the highest and lowest score for each respondent interviewed and total the remaining scores. Add these scores to the verified Total Final Scores for each respondent from the proposal evaluations (adjusted by point deductions, if applicable) to determine the final ranking of the respondents. The highest three (3) respondents, in rank order shall then become the Committee's Recommendation to the Mayor.

G. Committee's Recommendation

The Administrator shall prepare an Executive Communication from the Mayor to the Council stating the Committee's recommendations to the Mayor of the highest three (3)

ranked respondents as determined by the procedures set forth in sections E and F above. The Committee composite score-sheet shall be attached to this Executive Communication for the Mayor together with an "Analysis Sheet" and the minutes of all the Committee's meetings.

H. Mayor's Recommendation

The Administrator and the User Department committee member shall be prepared to answer any questions the Mayor may have.

The Mayor shall review the Executive Communication and submit it to Council for approval. If the Mayor decides to change the Committee's recommended ranking order, the Executive Communication will be revised by the Mayor to include the Mayor's reasons for making the change.

I. City Council Approval

The Administrator and the User Department committee member shall attend the Council meeting when the Council acts on the Mayor's recommendation and shall be prepared to answer any questions from the Councilors.

After Council approval, the Administrator shall notify, by letter, the consultants approved by the Council of their ranking. The number one ranked consultant shall be provided instructions on procedures to follow to effect a services agreement with the City. A copy of this letter shall be sent to the Council President. The Administrator shall be the point of contact for questions from all respondents concerning the Committee actions regarding the selection.

Should the City be unable to negotiate a satisfactory services agreement with the number one ranked consultant within sixty (60) calendar days after notification of the City Council approval of their selection, based upon unreasonable delay or unreasonable cost, negotiations with that consultant shall be formally terminated by the Mayor or designee. The City shall then undertake to negotiate a services agreement with the second ranked consultant. Should the City be unable to negotiate a satisfactory services agreement with the number two ranked consultant within sixty (60) calendar days after their notification, based upon unreasonable delay or unreasonable cost, negotiations shall be formally terminated. The City shall then undertake to negotiate a services agreement with the third ranked consultant. If those negotiations prove unsuccessful within sixty (60) calendar days after their notification, and are formally terminated, and there is still a need for the services, a new Notice of Request for Proposal shall be prepared and the entire selection process, as delineated in the Selection Advisory Committee Ordinance and these Rules and Regulations, shall be repeated.

When the Mayor or designee determines that the City is unable to negotiate a satisfactory services agreement with a consultant within the sixty (60) days stipulated above, the Administrator shall prepare an Executive Communication from the Mayor to the Council stating the reasons for terminating negotiations.

IV. EMERGENCY SELECTION

If a User Department determines that there are urgent and compelling reasons for the Mayor to exercise authority to approve the emergency selection of firms or persons to provide professional architectural, engineering, landscape architectural and other related professional services, as provided for in Section 7-17-9 of the Selection Advisory Committee Ordinance, the following procedure shall be followed:

A. The User Department notifies the Administrator, in writing, of the required services and the urgent and compelling reason for emergency selection.

B. The Administrator convenes a meeting between the User Department representative and two professionally registered City staff members. If architectural services are required, Registered Architects (R.A.) employed by the City shall attend the meeting, or if engineering services are required, registered Professional Engineers (P.E.) employed by the City shall attend, or if landscape architectural services are required, Registered Landscape Architects (R.L.A.) employed by the City shall attend.

C. The User Department representative and the registered City staff members shall recommend a firm or person and two alternates to provide the services.

D. The Administrator shall notify the recommended firm or person of the City's desire to engage them on an emergency basis and determine if the firm or person can accept the emergency selection. If the firm or person cannot accept, the Administrator shall notify the first alternate. Should that also prove unsuccessful, the second alternate shall be notified. Paragraph C and D shall be repeated, if required, to obtain a recommended firm or person for emergency selection.

E. The Administrator, in conjunction with the User Department representative, shall prepare a memorandum to the Mayor describing the urgent and compelling reasons for requesting the Mayor's approval of emergency selection of the firm or person recommended by the User Department representative and the registered City staff members. The Administrator shall prepare an Executive Communication from the Mayor to the Council notifying the Council of the emergency selection.

F. Upon approval by the Mayor of the emergency selection, the Mayor shall transmit the Executive Communication to the Council.

G. Should the City be unable to conclude a satisfactory services agreement with the selected firm or person within sixty (60) calendar days after their notification, Paragraph I-4 shall be followed before Paragraphs B through F are repeated.

V. EFFECTIVE DATE AND FILING

These rules and regulations shall become effective on July 1, 1996 and shall be filed in the office of the City Clerk.