



CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION
3200 Civic Center Circle NE – Suite 300
Rio Rancho, New Mexico 87144
Telephone: (505) 891-5064 Fax: (505) 891-5762

ADDENDUM NUMBER (1) ONE
RFP-20-PW-005
Lift Station 15 Rehab & Sewer Force Main

December 12, 2019

Addendum Number (1) One forms part of the contract documents and modifies them in the manner and extent set forth below.

ATTENTION OFFERORS

- Questions and Answers
- Remove and Replace

Questions and Answers:

1. Question: I see there is a current need on the Lift Station 15 Project, and Cummins is the listed manufacturer for the genset or engineer approved equal.

Answer: No equipment manufacturers are listed in the Request for Proposals for LS 15 engineering design services.

2. Question: Would you point out where the 180 days is stated in the RFP?

Answer: Please remove and replace the original Exhibit A, pages 14 through 20, of the original RFP document with the revised Exhibit A attached hereto.

3. Question: We wanted to clarify for this proposal, are 11x17 graphics/figures allowed within Section 1 (scored material)? If so, do they count as one page toward the six page (8.5x11) limit?

Answer: Yes, the City will allow an 11x17 graphic/figure to be submitted as part of the response to the Evaluation Criteria, 4.3.1 Project Understanding or 4.3.2 Work Plan, but it will be counted in the maximum page limit allowed for each section.

Remove and Replace:

- Please remove and replace the original Exhibit A, pages 14 through 20, of the original RFP document with the revised Exhibit A attached hereto.
- Please remove and replace the original Contract, pages 23 through 27, of the original RFP document with the revised Contract attached hereto.

All other provisions of the Contract Documents shall remain unchanged. Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.

Exhibit A
Scope of Work / Specifications for
RFP 20-PW-005
Lift Station 15 Rehab & Sewer Force Main

A. GENERAL BACKGROUND

The City of Rio Rancho provides wastewater treatment and conveyance services for most portions of the City's boundaries. Within the City's sewer collection and conveyance system are 26 pumping stations. Lift Station 15 is located on the west side of NM528 and Venada Arroyo in Enchanted Hills. It was originally constructed in the late 1990's and upgraded in 2015. Lift station 15 collects flow from the Enchanted Hills commercial and residential developments through various sizes of gravity sewer lines ranging from 8 to 18-inches. Flow is also collected from the Camino Encantadas residential area through gravity sewer lines ranging from 8 to 21-inches. Lift Station 11 and 23 also transfers wastewater flows to Lift Station 15

B. SCOPE OF SUCCESSFUL ENGINEER'S BASIC SERVICES

Below is a general description of the two phase project approach where Phase 1 includes a study and report, technical memorandum, and Phase 2 is the design of a new force main along the western boundary of NM528. This will require additional coordination with both the Town of Bernalillo and the New Mexico Department of Transportation.

Phase 1-Study & Report

The Study and Report Phase shall include, without limitation, any necessary evaluations of the existing and proposed infrastructure, code review, and meetings to ensure that the new design elements are in compliance with all applicable federal, state and local laws, codes and ordinances. The Successful Engineer shall:

- a. Perform all required pump station investigations of the existing pumping, piping, and valves, electrical, lightning, HVAC, instrumentation, etc. systems for lift station 15.
- b. Perform an investigation of the existing lift station for replacement of the existing doors & hatches, coating systems; and repair/repointing of the caulking, cracks, and exterior facade.
- c. Evaluate condition of existing dry and wet well areas to determine what improvements should be made.
- d. The Successful Engineer shall gather current flow data (years 2015 to 2019). In addition, the successful Engineer shall gather land use and flow projections for the sewer-sheds in the respective developments that contribute to the lift station. The successful Engineer shall use sound engineering judgment to determine future flows up to year 2040.

The City's existing flow criteria are shown below for 2019.

Flow Minimum Day 0.8 MGD
Average Annual 1.3 MGD
Maximum Month 1.7 MGD

Maximum 30-Day 1.7 MGD
Maximum 7-Day 1.45 MGD
Maximum Day 1.72 MGD
Peak Hour 2.3 MGD

The pumps operate at 5-7 cycles per hour from 5 AM to 1 PM every day. They slow to 3-5 cycles per hour from 1 PM to 5PM and then ramp back up to the peak day of 7-9 cycles per hour till 1 AM. Low flows at night are 3-4 cycles per hour till 5 AM. Each cycle is 2.5 feet of wet-well volume currently. The pump station does run both pumps at the same time (Lag) 1 to 2 times per day for the peak hours.

- e. Evaluate different pumping styles, capacities, systems, arrangements and manufacturers to determine the optimal sewage pumps for conveyance of existing and future flows. Develop representative system head curves for various scenarios including but not limited to existing force main, new force main, new and existing force main in service together, and new and the existing force main upgraded in service together. The successful Engineer shall develop a pump curve/system head curve analysis for various combinations of pump capacities. Refer to Hydraulic Institute standards for design of the new sewage pumps and piping.
- f. Evaluate the level measuring system and recorders, programmable logic controllers, and potential need for VFD's.
- g. Evaluate the supervisory control and data acquisition (SCADA) system and make recommended improvements.
- h. Evaluate existing safety measures and exterior lighting and make recommendations.
- i. Evaluate the need to expand or modify the existing wet well to provide adequate storage under existing & future flow (2040) scenarios and the impacts to the lift station.
- j. Evaluate the need to expand the existing lift station building to accommodate the proposed improvements and new equipment and impacts to the lift station.
- k. Perform an engineering evaluation of the existing electrical service, electrical infrastructure, and emergency generation system to determine improvements that should be made based on existing condition and capacity, the anticipated useful life and the ability to adequately accommodate the demands of new sewage pumps.
- l. Determine the optimal size and route of new force main based upon recommended pump capacity and impacts to the existing lift station if remained unimproved.
- m. Evaluate whether the existing 12-inch force main from the lift station to the intersection of Willow Creek and NM 528 should be abandoned in place or kept as a redundant back-up. If the existing 12-inch force main is to remain for emergency back-up purposes, evaluate whether any improvements are necessary and prepare a maintenance and inspection protocol to maximize the useful life and avoid unexpected failures.
- n. Evaluate constructability issues and collaborate with the City to determine the optimal sequence of construction to ensure lift station 15 remains in service throughout construction of the Project. The successful Engineer should compare the cost of alternatives and the capability of the pumping capacity of each alternative as it relates

to various design flow rates.

- o. Consult with all authorities having jurisdiction including but not limited to the Southern Sandoval County Arroyo Control Flood Authority and the New Mexico Department of Transportation (SSCAFCA & NMDOT) regarding the Project to determine the applicable laws and regulations that will apply to facilitate the design of the Project in accordance therewith.

Phase 2- Design

- a. Perform all survey work and develop a site plan & profile drawings as necessary to adequately complete the Project design, file permit applications and provide reference points for use by the Contractor to layout the work. The survey work shall include, without limitation, property lines, all physical features, topographic information, and locations of existing structures within approximately 100 feet of the property line. Drawings for the force main should show location and depth of proposed force main. Benchmarks shall be established through the use of an accepted USGS datum and property corners are to be set. Survey activities must generate adequate information to prepare plans as required for all permits. Elevation data shall not be arbitrary and shall be based on New Mexico State Plane South NAD83 datum and tie into relevant FEMA flood plain elevations. Surveyor shall be licensed in the state of New Mexico.
- b. Conduct a force main routing plan which determines both the existing force main route and the optimal route(s) for the proposed force main. The routing plan shall include, without limitation, an identification of the size and location of all existing and proposed easements/properties for the existing and proposed force mains, the nature, size and location of existing utilities, potential conflicts/project challenges, anticipated construction difficulties, recommended location and method for the pipeline crossing under NM528, a method of connection to tie-in point, and all necessary permits. Determine if the existing 12-inch force main shall be abandoned or rehabilitated as a backup when the new force main is fully operational.
- c. Identify all additional real property necessary to be acquired (for example, a temporary construction and/or access agreement, and easement for the new force main route) to accommodate construction activities along NM 528 and/or for the new force main route and prepare a survey and legal description of any such real property.
- d. The existing Lift Station 15 must remain in full operation throughout the construction phase and be able to convey all flows up to peak hour. Hence, the successful Engineer will be responsible for designing provisions to accommodate temporary bypass pumping during the construction phase for the permanent improvements.
- e. Install approximately 5000 linear feet of a new larger diameter force main along the west side of NM528 from the existing lift station to the intersection of Willow Creek and NM 528 including air release valves, tie-in connections and crossing under NM 528 and excavation in close proximity to existing arroyos.
- f. Force main geotechnical investigations: The successful Engineer shall conduct borings to obtain continuous soil cores for the subsurface investigation along the force main route to allow for accurate estimating of construction earthwork. The borings shall be advanced to a reasonable depth for designing the force main. If ground water is encountered, the levels shall be measured upon completion of each boring, prior to

backfilling. If rock is encountered, the successful Engineer shall include an appropriate amount of rock cores to determine the extent and quality of the rock. The successful Engineer shall include both testing and a thorough visual observation of the soil samples retained during the field study for determination of soil corrosiveness. The successful Engineer shall compile data to project the subsurface conditions along the proposed force main route. The projected subsurface conditions shall be used in engineering analyses to estimate the extent of any shallow rock and/or potential corrosive soil conditions for design and construction of the force main.

- g. The successful Engineer shall also perform a geotechnical investigation that will clearly identify the subsurface conditions that must be taken into account for the design and construction of the force main and the crossing of NM 528. The successful Engineer will be responsible for indicating the appropriate subsurface information necessary to properly design the roadway crossing, and permit the contractor to develop the means and methods for the construction of the force main for its bid.

- 1. Permitting.** The successful Engineer shall complete the necessary permitting procedures so that the Project design meets the requirements of the NMDOT, SSCAFCA, Town of Bernalillo, United States Army Corps of Engineers (USACE), local authorities, and any and all other applicable regulatory authorities or applicable laws. The successful Engineer shall identify if the proposed improvements or force main piping will involve construction within the 100 year flood plain and, if so, secure all necessary permits, including those from SSCAFCA and the USACE. The existing force main crosses under NM 528 and ties into a manhole in close proximity to the intersection of NM528 & Willow Creek. The Successful Engineer is responsible to coordinate its design with the applicable entities and obtain any approvals of the design that may be required by SSCAFCA and NMDOT.
- 2. Preliminary Design Phase (30 Percent).** In accordance with the requirements set forth in the Proposed Contract, the successful Engineer shall prepare Preliminary Design Documents (30% Design), which incorporates all improvements required in accordance with all applicable laws and permit conditions and approved by the City. The design shall be prepared to accommodate separate technical specifications and drawings for the City's review and comment utilizing Blue Beam. The successful Engineer shall provide a Project Schedule and an opinion of probable Construction Cost.
- 3. 60 Percent Design Phase.** In accordance with the requirements set forth in the Proposed Contract, the Successful Engineer shall prepare Design Documents at the 60% Design milestone, which incorporates all improvements required with all applicable laws and permit conditions based on the information derived during the 30% Preliminary Design Phase approved by the City. Any deviations to the Project Schedule and an update of the opinion of probable Construction Cost shall be provided by the successful Engineer. The design shall be prepared to accommodate separate technical specifications and drawings for the City's review and comment utilizing Blue Beam.
- 4. 90 Percent Design Phase.** In accordance with the requirements set forth in the Proposed Contract, the Successful Engineer shall prepare Design Documents at the 90% Design milestone, which incorporates all improvements required with all applicable laws and permit conditions based on the information derived during

the previous Design Phases and approved by the City. Any deviations to the Project Schedule and an update of the opinion of probable Construction Cost shall be provided by the Successful Engineer. In addition, the successful Engineer shall provide an anticipated construction schedule for the City's review. The design shall be prepared to accommodate separate technical specifications and drawings for the City's review and comment utilizing Blue Beam.

- 5. Final Design Phase (100 Percent).** Based on the City's approval of the 90 Percent Design Documents, the successful Engineer shall prepare Final Design Documents in support of the City's solicitation of a prime Contractor for the construction of the Project. The Final Design Documents shall consist of drawings and technical specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Project, including, but not limited to, the work required for the new force main or any other improvements that the City determines is required for the Bidding Documents. Any deviations to the Project Schedule and an update to the opinion of probable Construction Cost and anticipated construction schedule shall be provided by the successful Engineer. The successful Engineer shall revise the Final Design Documents in accordance with comments from the City or its representatives in order to develop a final, complete set of bidding documents.

The final design shall be completed within One Hundred Eighty (180) calendar days from the date agreed upon by both parties and described in approved schedule.

- 6. Liquidated Damages.** Liquidated Damages will be assessed for delay in the amount of \$100 per day for each calendar day beyond the agreed upon schedule specified in the final contract.

The following phases will be awarded to the successful Engineer based upon the availability of funding:

- 7. Bidding Phase.** The successful Engineer will assist the City in soliciting qualified contractors and obtaining competitive bids for construction of the Project based on the Final Design Documents, responding to all bidder questions and preparing necessary addenda to address such questions or provide clarifications or revisions to the Final Design Documents, confirming responsiveness of the bids, evaluating the qualifications of the bidders to determine if the bidders are responsible bidders, determine the successful bidder, and make recommendation of award to the successful bidder.
- 8. Construction Phase.** The successful Engineer shall advise and consult with the City throughout the course of the construction activities for the Project. Throughout the course of the Construction Phase, unless specified otherwise by the City, the successful Engineering firm shall provide full-time construction observation and management while work is in progress. The successful Engineer in charge of the Project is required to attend all progress meetings, and as often as necessary and appropriate to observe the site and Work for purposes of certifying payment applications from the prime Contractor, familiarize itself with the progress and quality of the Work, to review and respond to submittals from the prime Contractor in a timely manner, promptly respond to Requests for Information, and to determine for the City's benefit and protection if the Work is

proceeding in accordance with the terms and intent of the Contract Documents and Progress Schedule.

C. SCOPE OF POTENTIAL ADDITIONAL SERVICES

There are design contingencies that the City is requesting the successful Engineer to account for in its Cost Proposal as potential additive alternative in the event the City elects to proceed with such design contingencies ("Adders"). The City, in its sole discretion, may elect in writing to award or not award the Adders (in any combination) for the Successful Engineer to commence design at any point prior to the beginning of the 30% Design Phase and the Successful Engineer shall perform the Adders as Additional Services at the agreed to hourly rates, but not to exceed the amount set forth in the Cost Proposal.

- i. Identify all additional real property necessary to be acquired (by easement or fee simple) to accommodate the new force main, prepare a survey and legal description of any such real property.
- ii. Prepare right of way appraisals and conduct negotiations, if required.
- iii. Identify all necessary zoning and land use approvals necessary for the completion of the new force main as well as any relief or variances from the zoning or land development ordinances that may be required. The Successful Engineer shall prepare exhibits and testify before the zoning hearing board and planning commission as may be necessary to obtain any necessary zoning and land development approvals, relief, and waivers for the completion of the Project.

D. AVAILABLE BACKGROUND INFORMATION

Technical documents associated with the Project may be made available by the City to the Proposers if deemed necessary by the City for the Proposers to prepare a Proposal and evaluate the Services required herein. The means of delivering the technical documents associated with this RFP may include e-mail transmittal, upload to a secure ftp site for downloading by the Proposers.

Below is a list of the City record drawings for Proposers review.

1. Attachment 4: 453 Lift Station 15B and Sanitary Sewer Force Main, July 2005
2. Attachment 5: 1148 Sewer Lift Station 15, June 1995
3. Attachment 6: 1171 Enchanted Hills Off-Site Sanitary Sewer System Lift Station 1 Phase 1, August 1995

The Proposers shall treat all information disclosed by the City or its agents to the Proposers pursuant to this RFP as confidential information and shall not disclose such confidential information except to the extent required by applicable laws. However, the Proposer shall not be obligated to treat any information as confidential if it (a) is available to the public as of the date hereof, (b) becomes available to the Proposer on a non-confidential basis from a source other than the City or its agents; or (c) is developed independently by the Proposer.

In addition, each Proposer must submit in its Proposal a list detailing the specific information, records and documents it will need from the City to perform the Project in

the event that the Proposer is successful.

Vendor shall submit electronic versions of all deliverables. If the deliverables are more than one (1) page, a multi-page PDF shall be required.

Record Drawings must be turned in and complete twenty-one (21) calendar days after receiving red lines from the City or Contractor. If Record Drawings are not turned in or not complete after the twenty-one (21) calendar day mark, then Liquidated Damages will be charged based on the amount established in the Design Contract.

As part of the Final Record Drawings, a permanent erosion/sediment control plan must be submitted to the Development Services Department (DSD) Engineering Division. The permanent erosion/sediment control plan must include grading and drainage information.

In addition, all Final Record Drawings will follow the format and method stated in the **Development Process Manual (DPM) Chapter II.7 Revised for Public Works Section 2.2** (See Attachment 2 included with this RFP). Please note that Geographic Information System (GIS) files are required, and must comply with the **GIS Quality Control and Quality Assurance (QC/QA) Plan** (See Attachment 3 included with this RFP). After award of the project; the Project Manager, the Engineer of Record (if applicable as determined by the Project Manager), and the GIS Manager will have a meeting to discuss the GIS layers required for the project and the appropriate schemas for those layers. If, upon submittal, the digital files are rejected due to failing QC/QA guidelines then they must be corrected at no cost to the City.

Appendix B
Contract No. XX-XX-XXX
Professional Services Agreement
Lift Station 15 Rehab & Sewer Force Main

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Rio Rancho (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and _____ (the "Contractor"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Lift Station 15 Rehab & Sewer Force Main, RFP 20-PW-005, on _____, containing the scope of work attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Contractor submitted a proposal in response to RFP 20-PW-005 on _____; and

WHEREAS, The City and the Contractor negotiated certain terms regarding the services to be provided pursuant to the RFP 20-PW-005, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit xxx and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Contractor to provide the services described in Exhibit xxx attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of one year or until project completion.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Contractor such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Contractor shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Contractor may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Contractor shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Contractor shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Contractor at the time of such termination, subject to all applicable federal and state law.

(d) The Contractor shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Contractor's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Contractor from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Contractor, and the City may withhold any payments otherwise due to the Contractor as a set-off against all

or part of such damages, until such time as the exact amount of damages due the City from the Contractor is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Contractor shall invoice the City monthly for services provided in accordance with the Contractor's fee schedule included in Exhibit xxxx. Contractor shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

4. RELATIONSHIP OF PARTIES

The Contractor (and each agent, employee and contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent contractor performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Contractor agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Contractor shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Contractor may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by the Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Contractor's relationships to its employees and subcontractors.

8. INSURANCE

The Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees.

- (a) In particular, but not by way of limitation, the Contractor shall maintain in force throughout the term of this Agreement, the following insurance policies:
 - (1) a professional liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate, written on a "claims made" basis, covering the Contractor's errors and omissions in performing its services

hereunder; and

- (2) a commercial general liability insurance policy (ISO Form CG 0001) written on an occurrence basis and covering liabilities arising out of the performance of the Contractor's services hereunder, including those provided by independent contractors, with coverage for products and completed operations, personal and advertising liability, and liability assumed under an insured contract, with coverage for any one occurrence or claim of not less than One Million Dollars (\$1,000,000), and One Million Dollars (\$1,000,000) aggregate limit.
- (b) The coverages required under this Section may be provided by two or more separate policies, as long as they together provide the coverages required.
- (c) The Contractor shall provide to the City a certificate of insurance or declarations page(s) demonstrating compliance with the foregoing.
- (d) The City shall be named as an additional insured under all policies required under this Section.

9. LIQUIDATED DAMAGES

The City and Contractor agree time is of the essence and that, in the case of the Contractor's failure to complete the design phase services within One Hundred Eighty (180) calendar days and agreed upon as specified in Exhibit X – Project Schedule, the City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day's delay in finishing the complete design phase services in excess of the number of working days prescribed; and the Contractor hereby agrees that said sum shall be deducted from amounts due the Contractor under the contract or, if no amount is due the Contractor, the Contractor hereby agrees to pay to the Owner as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

10. ASSIGNMENT AND DELEGATION

The Contractor shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Contractor's services. Nor shall the Contractor assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Contractor may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Contractor's right to payment hereunder shall bind the City to pay any person other than the Contractor for services provided hereunder.

11. RECORDS AND AUDIT

The Contractor shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

12. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the termination of this Agreement in accordance

with the provisions of paragraph 2, above.

13. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Contractor without the prior written approval of the City.

14. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, polices and procedures.

(b) The Contractor hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

15. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder, including claims for payment with respect to work for items not properly specified in the Contractor's work product.

16. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

17. LICENSES

The Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of the Contractor's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

18. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the Public Works Department - Engineering Section. Any notice required or permitted to be given hereunder

shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:
City of Rio Rancho
Attn: Stephanie DuBois, PM
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144
Telephone: (505) 891-5016
Fax: (505) 891-5203

For notice to the Contractor:

Telephone: _____
Fax: _____

19. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

By: _____
David S. Campbell, City Manager

[Contractor]

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Gregory F. Lauer, City Attorney