City of Las Cruces®
PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 7 **Ordinance/Resolution#** 13-14-310

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of January 21, 2014 (Adoption Date)

Please check box that applies to this item:

☐ QUASI JUDICIAL ☐ LEGISLATIVE ☒ ADMINISTRATIVE

TITLE: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ENTER INTO INDEFINITE COST, INDEFINITE QUANTITY AGREEMENTS WITH ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, LLC., WILSON & COMPANY, INC., AND LEE ENGINEERING, LLC., TO PROVIDE TRAFFIC ENGINEERING SERVICES TO THE CITY OF LAS CRUCES ON AN AS-NEEDED BASIS FOR A PERIOD OF UP TO FIVE YEARS SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS.**

PURPOSE(S) OF ACTION:

Approve agreement.

COUNCIL DISTRICT: N/A		
Drafter/Staff Contact: Louis Grijalva	**Department/Section:** Public Works/Project Development	**Phone:** 528-3479
City Manager Signature:		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In November of 2013, the Project Development Section of the Public Works Department requested proposals for traffic engineering services. These services are required to perform design functions that include, but are not limited to the following: design of roadways, site development, preparation of drainage reports and FEMA flood studies, and the design of airport facilities. The purpose of the traffic engineering services request for proposals is to pre-qualify three (3) engineering firms that can provide these specialized engineering services.

This agreement will be on an as-needed basis for a period of up to five (5) years, subject to annual renewals and approved budget appropriations. It is advantageous for the City to have a pre-qualified list of traffic engineers from which to select, in order to get budgeted projects completed in a timely manner. All departments within the City will be able to enter into an individual project agreement with these engineering firms on an as-needed basis. There are also times when special funding (e.g., legislative, NMDOT) is made available to the City for specific projects. The funding sources often give strict time frames within which improvements

(Continue on additional sheets as required)

must be designed and constructed in order to secure the funding. By having a pre-qualified list of engineers, it will not be necessary to go through the extensive and time consuming Request For Proposal process in order to contract the necessary work for each individual project. This agreement will allow Public Works to contract with any one of the three (3) pre-qualified firms. As a result, valuable time is saved in the design of each project and staff time can be used on other projects and in other capacities.

The Purchasing Section received seven (7) proposals that were scored and evaluated by the Selection Advisory Committee (SAC) on November 26, 2013 (see Attachment "A"). The SAC is recommending award to the top three (3) rated firms as follows:

1. Wilson & Company, Inc. – Las Cruces, New Mexico
2. Zia Engineering & Environmental Consultants, LLC. – Las Cruces, New Mexico
3. Lee Engineering, LLC. – Albuquerque, New Mexico

The agreement for individual engineering projects will be authorized pursuant to the provisions of the Las Cruces Municipal Code, 1998, Chapter 24, Procurement Code and will be set up as individual purchase orders depending on available funding. In accordance with Section 24-99 (b) Authority to Award, the Purchasing Manager is authorized to enter into individual contracts with these three (3) pre-qualified engineering firms for engineering services in an amount up to $35,000.00; contracts having a value in excess of $35,000.00 but less than $50,000.00 will require the approval of the City Manager; and contracts in excess of $50,000.00 will be taken to City Council for approval prior to contracting.

City staff is requesting approval from City Council to enter into an agreement with the aforementioned three (3) selected firms on an as-needed basis for a period of up to five (5) years, subject to annual renewals and approved budget appropriations.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Purchasing Manager's Request to Contract Form (PMRC).
3. Attachment "A", SAC Evaluation Score Sheet.
4. Attachment "B", Traffic Engineering Services Agreement.

(Continue on additional sheets as required)

SOURCE OF FUNDING:

Is this action already budgeted?			
	Yes	☒	See fund summary below
	No	☐	If No, then check one below:
	Budget Adjustment Attached	☐	Expense reallocated from: _____
		☐	Proposed funding is from a new revenue source (i.e. grant; see details below)
		☐	Proposed funding is from fund balance in the _____Fund.
Does this action create any revenue?			
	Yes	☐	Funds will be deposited into this fund: _____ in the amount of $_____for FY__.
	No	☒	There is no new revenue generated by this action.

BUDGET NARRATIVE

Accounts will be assigned on an as-needed basis as projects are identified. Traffic engineering services will be limited to approved budgets.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Various	Various	Various	Various	Various	Various

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will authorize the City to enter into an agreement with the three (3) selected pre-qualified firms, to provide traffic engineering services for the City on an as-needed basis. This will allow the City to have flexibility in contracting engineering projects through this agreement without having to go through the request for proposal process each time.
2. Vote "No"; this will reject the proposed award and instruct staff to either re-bid, re-scope, or abandon this agreement altogether. Without this agreement, traffic engineering projects could be delayed and the City will have to explore an alternative means of procuring traffic engineering services.
3. Vote to "Amend"; this could reject the proposed contract award and provide an opportunity to re-scope and re-bid the traffic engineering request for proposal.
4. Vote to "Table"; this could reject the proposed contract award and abandon the project.

(Continue on additional sheets as required)

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. N/A

(Continue on additional sheets as required)

RESOLUTION NO. 13-14-310

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ENTER INTO INDEFINITE COST, INDEFINITE QUANTITY AGREEMENTS WITH ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, LLC., WILSON & COMPANY, INC., AND LEE ENGINEERING, LLC., TO PROVIDE TRAFFIC ENGINEERING SERVICES TO THE CITY OF LAS CRUCES ON AN AS-NEEDED BASIS FOR A PERIOD OF UP TO FIVE YEARS SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS.

The City Council is informed that:

WHEREAS, the Project Development Section of the Public Works Department requested proposals for traffic engineering services in November of 2013; and

WHEREAS, these services are required to perform design functions that include, but are not limited to the following: design of roadways, site development, preparation of drainage reports and FEMA flood studies, and the design of airport facilities; and

WHEREAS, the purpose of the traffic engineering services request for proposal is to pre-qualify three (3) engineering firms that can provide a wide variety of engineering disciplines to perform work on large, multi-faceted City of Las Cruces engineering projects; and

WHEREAS, this agreement will be on an as-needed basis for a period of up to five (5) years, subject to annual renewals and approved budget appropriations; and

WHEREAS, the Purchasing Section received seven (7) submittals which were scored by the Selection Advisory Committee (SAC) on November 26, 2013; and

WHEREAS, the SAC is recommending award of this request for proposals to the top three (3) firms as follows: Wilson & Company, Inc., of Las Cruces, New Mexico, Zia Engineering & Environmental Consultants, LLC., of Las Cruces, New Mexico, and Lee Engineering, LLC., of Albuquerque, New Mexico.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the Traffic Engineering Service Agreement with Wilson & Company, Inc., of Las Cruces, New Mexico, Zia Engineering & Environmental Consultants, LLC., of Las Cruces, New Mexico, and Lee Engineering, LLC., of Albuquerque, New Mexico, on an as-needed basis for a period of up to five (5) years, subject to annual renewals and approved budget appropriations.

(II)

THAT the Purchasing Manager is authorized to enter into a Traffic Engineering Services Agreement with each of the three (3) engineering firms to provide traffic engineering services on an as-needed basis, as outlined in Exhibit "A," Purchasing Managers Request to Contract, attached hereto and made part of this Resolution.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 20____.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

VOTE:
Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Levantino: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: January 21, 2014

Resolution No.: 13-14-310

Contract Purchase For
Traffic Engineering Services

The Las Cruces City Council is provided the following information concerning this request:

RFP SOLICITATION INFORMATION:

1. RFP No./ Due Date: **RFP No. 13-14-310 / November 5, 2013**
2. Description: **Traffic Engineering Services**
3. Using Department: **Public Works**
4. Number of Reponses Solicited: **Twenty-seven (27)**
5. Number of Responses Accepted: **Seven (7)**
6. Award Recommendation To: **Lee Engineering, LLC of Albuquerque, NM, Wilson & Company, Inc. and Zia Engineering & Environmental Consultants of Las Cruces, NM**
7. Total Award Amount: **Indefinite cost/quantity**
8. Contract Duration: **Five (5) year term subject to annual renewals and budget appropriations**

LOCAL PREFERENCE FACTOR

Local Preference Factor Applied Per LCMC §24-100	No			LCMC §24-100 not applicable to this solicitation
	Yes	X	X	Made A Difference To Awards(s)
				Made No Difference To Bid Award(s)

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-92**.

Karen Medina, 1/3/14

Purchasing Manager Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION or PURCHASE ORDER NUMBER:	**TBD**

PHASE I EVALUATION

TITLE: TRAFFIC ENGINEERING SERVICES RFP NO. 13-14-310	TOTAL POINTS POSSIBLE	POINTS DISTRIBUTION						
		Civil Transformations Inc.	Lee Engineering, LLC	Smith Engineering Company	Souder Miller & Associates	Southwest Engineering, Inc.	Wilson & Company, Inc.	Zia Engineering & Environmental Consultants
NM RESIDENCE PREFERENCE (YES or NO)		NO	YES	YES	YES	NO	YES	YES
If "YES", Add (TOTAL POINTS POSSIBLE X .05)		0	200	200	200	0	200	200
CRITERIA								
Management structure and approach to the project including time-line, task breakdowns and assignments	1000	725	800	575	750	625	750	675
Qualifications/competence of project team members to perform project	1400	1120	1050	805	910	1015	1050	910
Capacity and capability of the firm to perform the project, and to do so in a timely manner	1200	810	840	750	720	780	810	810
Performance of the firm with previous clients, based upon quality of the work, control of costs, ability to meet schedules or deadlines; and responsiveness to the client	200	130	120	135	100	135	120	125
Clarity of proposal	200	140	150	135	140	150	145	130
Rating Sheets Raw Scores	**4000**	**2925**	**2960**	**2400**	**2620**	**2705**	**2875**	**2650**
Subtract Highest Scorer		425	495	340	400	375	435	395
Subtract Lowest Scorer		305	260	205	195	305	230	225
Rating Sheet Net Score		2195	2205	1855	2025	2025	2210	2030
Net Score with Resident Preference		2195	2405	2055	2225	2025	2410	2230
TOTAL PHASE I SCORES		**2195**	**2405**	**2055**	**2225**	**2025**	**2410**	**2230**
Top Phase I Score		2410	2410	2410	2410	2410	2410	2410
Top Phase I Score Minus 10%		2169	2169	2169	2169	2169	2169	2169
PROCEED TO PHASE II EVALUATION		**PROCEED**	**PROCEED**		**PROCEED**		**PROCEED**	**PROCEED**

PHASE II EVALUATION

LOCAL? (YES or NO)		NO	NO		YES		NO	YES
If "YES", Add (Number of Committee Raters X 20 pts.)		**0**	**0**		**160**		**0**	**160**

PHASE I & PHASE II TOTAL SCORES		**2195**	**2405**		**2385**		**2410**	**2390**

ATTACHMENT "A"

City of Las Cruces®
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PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC ENGINEERING SERVICES

RFP/CONTRACT NO. 13-14-310

This AGREEMENT, made and entered into on this_____, 2014 by and between the City of Las Cruces, New Mexico (CITY), and Company Name, of Street Address, City, Town, State, Zip Code, (CONTRACTOR).

1. PROJECT DESCRIPTION
Traffic engineering services, ordered as-needed, via Project Assignment Agreements (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No.13-14-310 incorporated herein by reference.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a written Notice to Proceed for each PAA issued by the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall be effective from January 21, 2014 for a term of 12 months and, pending mutual written agreement, may be extended annually thereafter for up to four (4) additional one (1)-year terms for a total of five (5) years.

a. The City reserves the right to renew the agreement conditioned upon the minimum number of firms deemed by the City to be necessary for meeting the City's estimated needs during any forthcoming renewal period, and, upon the highest ranking firms resulting from the RFP selection process.
b. Renewal of the agreement shall be based on the following considerations:
    1. The volume of projected work anticipated to be assigned during the forthcoming renewal period or,
    2. Level of performance experienced on work assigned during the previous contract period, or
    3. Level of responsiveness experienced in meeting the City's time requirements.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth and agreed upon by the CITY and CONTRACTOR for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR"S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

The Engineer will be required to provide proof of insurance for each separate project prior to performing work on City owned property. The requirements are as follows:

1. General Liability: $1,000,000.00 per occurrence
   $2,000,000.00 Aggregate
   a. Includes Coverage for Premises/Operation Coverage & Products/ Completed Operations
   b. Must be Occurrence form coverage
   c. Coverage shall remain in force for the duration of the contract.
2. Auto Liability: $1,000,000.00 Each Accident
   Covers all owned, leased, hired and non-owned autos or "any auto"
3. Professional Liability: $1,000,000 per claim
   Must be Occurrence form coverage
4. Workers Compensation:
   a. Not applicable to firms with less than three employees, or, to out-of-state firms unless hiring in New Mexico.
   b. When applicable, firm must provide the New Mexico statutory limits as follows:
      $1,000,000.00 – Bodily Injury: By Accident – Each Accident
      $1,000,000.00 – By Disease: Policy Limit
      $1,000,000.00 – By Disease: Each Employee
5. City of Las Cruces Named as Additionally Insured:
   a. This condition is required for General Liability, Auto Liability and Professional Liability.
   b. This coverage must be as broad as the coverage provided to the insured. Coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided.
6. Waiver of Subrogation:
   This condition is required on **all** coverage and must be stated on proof of insurance certificate.

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

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
PO Box 20000
Las Cruces, NM 88004
ATTENTION: (Project Manager)

With Copies to: City Attorney
Purchasing Manager

TO CONTRACTOR: Company Name
Address and Street
City, State and Zip
ATTENTION:

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

_____	_____
CONTRACTOR	CITY
BY: _____	BY: _____
PRINCIPAL	PURCHASING MANAGER
DATE: _____	DATE: _____

APPROVED AS TO FORM: _____
CITY ATTORNEY

ATTACHMENT A

CITY OF LAS CRUCES
PROJECT ASSIGNMENT AGREEMENT
UNDER
TRAFFIC ENGINEERING CONTRACT NO. 13-14-310

PROJECT NAME

Pursuant to terms and conditions of PROFESSIONAL SERVICE AGREEMENT No. 13-14-310 dated month/day/year, between the City of Las Cruces (City) and name of company, (ENGINEER), as amended and incorporated herein by reference, the City and the ENGINEER hereby agree on this _____ day of _____, 20___, as follows:

1. The ENGINEER shall perform all work described in Scope of Work dated month/day/year, herein attached as EXHIBIT A, consisting, but not limited to, (provide brief scope of project work within 1-3 sentences)

2. The estimated completion date is _____ days after a Notice to Proceed is issued by the City to the ENGINEER.

3. In consideration for the satisfactory completion of the scope of work agreed to herein, the ENGINEER shall be compensated $_____, plus NMGRT. Invoices issued by the ENGINEER shall be made monthly / upon completion of project with payment by the City being made within 30 days upon receipt of undisputed invoice.

ENGINEER

By: _____
Signature

_____
Print Name and Title

CITY OF LAS CRUCES

By: _____
Karen Medina
Purchasing Manager

Requisition No. Number