

130
City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 8 Ordinance/Resolution# 09-10-311 Council District: All

For Meeting of August 3, 2009

(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ENTER INTO AN AGREEMENT WITH BLANCHARD ENGINEERING, INC.; BOHANNAN-HUSTON; SOUDER, MILLER & ASSOCIATES; AND SUMMIT ENGINEERING ALL OF LAS CRUCES, NM AND WILSON & COMPANY OF ALBUQUERQUE, NM TO PROVIDE ON-CALL SURVEYING SERVICES TO THE CITY ON AN AS-NEEDED BASIS IN AN AMOUNT NOT TO EXCEED APPROVED CITY COUNCIL BUDGETS.

PURPOSE OF ACTION:

Award Surveying Services Contract.

BA

Name of Drafter: Gilbert Chavez, PS <i>GC</i>		Department: Public Works		Phone: 528-3118	
Department	Signature	Phone	Department	Signature	Phone
Originating Department	<i>[Signature]</i>	3333	Budget	<i>[Signature]</i>	2300
			Assistant City Manager	<i>[Signature]</i>	2271
Legal	<i>[Signature]</i>	2128	City Manager	<i>[Signature]</i>	2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) requested proposals for Surveying Services in April 2009 to contract with surveyors or surveying firms to perform specialized Surveying and Mapping functions that include, but are not limited to, the following: Boundary, Construction, Design Route, As-Built, Topographical, Control Surveys, and other Survey-related services.

The surveying services pricing agreement is a one- (1-) year agreement with an option to renew for two (2) additional one- (1-) year renewable options providing the terms and conditions remain the same. The renewable options will be exercised at the discretion of the City upon mutual written consent.

Purchasing advertised the Request for Proposals locally and on the City of Las Cruces Website. Proposal solicitations were mailed to eight (8) firms. No additional firms requested proposal packages. Purchasing received seven (7) technical proposals on April 23, 2009.

The Public Works Department / Land Management Section checked references for each of the seven proposals. The Selection Advisory Committee (SAC) evaluated the seven proposals on May 12, 2009. Scoring is as follows:

Blanchard Engineering, Inc.	2530.50
Bohannon-Huston, Inc.	2598.75 *
Souder, Miller & Associates	2493.75
Summit Engineering	2236.50
Wilson & Co., Inc.	2300.00
URS Corporation	2215.50
Zia Engineering & Environmental	2142.00

* denotes top rated firm

The Selection Advisory Committee recommends award to the top five (5) rated firms: Blanchard Engineering, Inc.; Bohannon-Huston, Inc.; Souder, Miller & Associates; Summit Engineering; and Wilson & Company, Inc. The City of Las Cruces Public Works Department requests approval from the City Council to enter into an agreement with each of these firms to provide on-call surveying services (as specified in their technical proposal) for the City on an as-needed basis. Surveying Services will be limited to approved City Council budgets and funding will be made available from several different accounts as projects are identified.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Various as projects are identified	Various as projects are identified	Various as projects are identified

1. Purchasing Manager Request to Contract, Exhibit "A".
2. SAC Evaluation Score Sheet, Exhibit "B".
3. Professional Services Agreement, Attachment "A".

COUNCIL OPTIONS:

1. Vote "Yes". This action will authorize the City of Las Cruces to enter into agreements with Blanchard Engineering, Inc.; Bohannon-Huston, Inc.; Souder, Miller & Associates; Summit Engineering; and Wilson & Company to provide on-call surveying services for the City on an as-needed basis. Additionally, approval will provide the flexibility to renew the agreements for two (2) additional one- (1-) year options providing the terms and conditions remain the same.
2. Vote "No". This action will reject the proposed award and instruct staff to either rebid, rescope, or abandon the surveying services agreements all together. Without the surveying services agreements, potential users will have to explore alternative means of procuring surveying services.

RESOLUTION NO. 09-10-311

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ENTER INTO AN AGREEMENT WITH BLANCHARD ENGINEERING, INC.; BOHANNAN-HUSTON, INC.; SOUDER, MILLER & ASSOCIATES; SUMMIT ENGINEERING ALL OF LAS CRUCES, NM AND WILSON & COMPANY OF ALBUQUERQUE, NM TO PROVIDE ON-CALL SURVEYING SERVICES TO THE CITY ON AN AS-NEEDED BASIS IN AN AMOUNT NOT TO EXCEED APPROVED CITY COUNCIL BUDGETS.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) requested proposals for Surveying Services in April 2009; and

WHEREAS, these services are required to perform specialized design and mapping functions that include, but are not limited to, the following: Boundary, Construction, Design, Route, As-Built, Topographical, Control Surveys, and other Surve-related services on all; and

WHEREAS, this pricing agreement is a one- (1-) year contract with an option to renew for two (2) additional one- (1-) year options providing the terms and conditions remain the same; and

WHEREAS, the SAC evaluated seven (7) proposals on May 12, 2009, and

WHEREAS, the Selection Advisory Committee recommends award to the top five (5) rated firms: Blanchard Engineering, Inc.; Bohannan-Huston, Inc.; Souder, Miller & Associates; Summit Engineering; and Wilson & Company;

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

Resolution No. 09-10-311

Page 2

(I)

THAT City Staff is authorized to enter into agreement with Blanchard Engineering, Inc.; Bohannon-Huston, Inc.; Souder, Miller & Associates; Summit Engineering; and Wilson & Company to provide on-call surveying services to the City on an as-needed basis for a period of one (1) year from the date of this resolution in the amount not to exceed City Council approved budgets.

(II)

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

DONE AND APPROVED this _____ day of _____, 2009

APPROVED:

(SEAL)

MAYOR, Ken Miyagishima

ATTEST:

City Clerk (SEAL)

VOTE:

Mayor Miyagishima: _____
Councilor Silva: _____
Councilor Connor: _____
Councilor Archuleta: _____
Councilor Small: _____
Councilor Jones: _____
Councilor Thomas: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: July 20, 2009

Resolution No.: 09-10-311

**Contract Purchase For
Surveying Services**

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

RFP SOLICITATION INFORMATION:

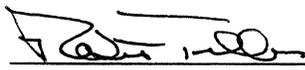
- 1. RFP No./ Due Date: **RFP No. 08-09-528 / April 23, 2009**
- 2. Description: **Surveying Services**
- 3. Using Department: **Public Works Department**
- 4. Number of Responses: **Seven (7)**
- 5. Award Recommendation To: **Bohannon-Huston, Inc.; Blanchard Engineering, Inc.; Souder, Miller & Associates, Inc.; Wilson & Company, Inc.; Summit Engineering, Inc.**
- 6. Total Award Amount (including any tax and contingency): **Indefinite Cost/Indefinite Qty.**
- 7. Contract Duration: **Four (4) Years Pending Approved Budget and Annual Renewal**

LOCAL PREFERENCE FACTOR

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

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**.


Purchasing Manager

1 6/23/09
Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION or PURCHASE ORDER NUMBER:	Ordered As Needed Per Budget
---------------------------------------	-------------------------------------

EXHIBIT "B"
135

PHASE I - PROPOSAL EVALUATION REPORT

RFP No. 08-09-528 - Surveying Services	TOTAL POINTS POSSIBLE	POINTS DISTRIBUTION						
		Blanchard Engineering Inc.	Bohannan Huston, Inc.	Souder, Miller & Associates	Summit Engineering	Wilson & Co. Inc.	URS Corporation	Zia Engineering & Environmental
CRITERIA								
Qualifications and competence of project team members to perform services required by the	1000	850	825	800	725	800	725	675
Capacity and capability of the firm to provide the service and do so in a timely manner.	1000	800	800	775	700	625	650	650
Performance of the firm with previous clients, based upon quality of work, control of costs, ability to meet schedules or deadlines and	400	270	260	340	330	310	240	220
Technical Approach to surveying practice.	400	330	330	330	270	320	290	280
Equipment and Data Collection capabilities and other technologies.	1000	825	875	825	725	825	800	775
Clarity of proposal.	200	160	160	150	145	160	145	145
Rating Sheets Raw Scores	4000	3235	3250	3220	2895	3040	2850	2745
Subtract Highest Scorer		460	445	495	460	465	440	415
Subtract Lowest Scorer		365	330	350	305	275	300	290
Rating Sheet Net Score		2410	2475	2375	2130	2300	2110	2040
Top Net Score Minus 10%		2227.5	2227.5	2227.5	2227.5	2227.5	2227.5	2227.5
Qualifies for Interview or Phase II of Evaluation		Yes	Yes	Yes	No	Yes	No	No
PHASE I - INTERVIEW EVALUATION RESULTS		0	0	0	0	0	0	0
PHASE I TOTAL SCORING		2410	2475	2375	2130	2300	2110	2040
TOP PHASE I SCORE		2475	2475	2475	2475	2475	2475	2475
TOP PHASE I SCORE MINUS 10%		2227.5	2227.5	2227.5	2227.5	2227.5	2227.5	2227.5
PROCEED TO PHASE II EVALUATION		PROCEED	PROCEED	PROCEED		PROCEED		

PHASE II - EVALUATION REPORT

DEDUCTION FOR PROJECTS IN PROGRESS								
Number of Committee Raters	8	8	8	8	8	8	8	8
CLC Projects in Progress by Respondent		0	0	0	0	0	0	0
Deduction at 10 points per project times # of raters		0	0	0	0	0	0	0
NET SCORE		2410	2475	2375	2130	2300	2110	2040
LOCAL/STATE PREFERENCE		Local ? (Yes or No)						
LOCAL? (YES or NO)		YES	YES	YES	YES	0	YES	YES
If "YES", Add (Phase I Total Score X .05)		120.5	123.75	118.75	106.5	0	105.5	102
NET SCORE		2530.5	2598.75	2493.75	0	2300	0	0

2227.5

2227.5

2142

136
ATTACHMENT A



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this date, _____ 20__, by and between the City of Las Cruces, New Mexico, hereinafter called "City" and Company _____ Name _____, of Street Address, City, Town, State, Zip Code, _____ hereinafter called "Contractor". The contract term shall commence on date of the City's Notice to Proceed for a term of _____ days.

1. PROJECT DESCRIPTION

2. SCOPE OF SERVICES

CONTRACTOR shall render in a satisfactory and proper manner the SERVICES set forth in Contract Exhibit A and B, attached hereto and made a part of this Agreement.

The CONTRACTOR may extend the same terms and conditions of this AGREEMENT to other governmental entities pursuant to the governing laws of those entities. The City of Las Cruces shall not have any liability as a result of such extension.

3. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement not to exceed an amount of \$ _____, excluding NMGRT.

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.

CONTRACTOR is responsible payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this contract.

4. CHANGES AND EXTRA SERVICES

The CITY may make changes within the general scope of this Agreement. If CONTRACTOR is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify the CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONTRACTOR may initiate such notification upon identifying a condition, which may change the SERVICES agreed to on the effective date of this Agreement.

That party of the other party's written notification of a proposed change must provide any such notification within five (5) days from the date of receipt. In the event that the parties hereto as to a particular change cannot reach agreement, the issue shall be resolved pursuant to Article 17.

The CITY may request CONTRACTOR to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit A, and CONTRACTOR shall perform such extra services and will be compensated for such extra services when they are reduced to writing, mutually agreed to, and signed by the parties hereto amending this Agreement accordingly.

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 amendment.

5. SCHEDULE

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and Contractor in Exhibit B. CONTRACTOR will initiate services following City Council acceptance of the proposal and with approval of Project Manager.

6. DELAYS

CONTRACTOR shall perform its SERVICES with due diligence upon receipt of a written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its 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 shall be equitably adjusted by written amendment to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay, 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.

7. 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 contained shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

8. SCOPE OF AGREEMENT

That 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.

9. 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,

138
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 Contract.

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.

10. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of such 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.

11. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense to protect it from claims as follows:

- a. Professional Liability: \$1,000,000 per claim
- b. General Liability
 - \$1 million - Per Occurrence
 - \$2 million - Aggregate (The general aggregate must apply separately to each project)
 1. Premises/Operations: Covers liability arising out of the day-to-day operations of the business.
 2. Products/Completed Operations - Covers liability after the job has been completed. This coverage must be maintained for 10 years after the work is completed (or length of statute/statute of repose)
 3. The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; Coverage must be primary and non-contributory coverage before any other insurance or self-insurance. A copy of endorsement for this coverage must be attached to the Certificate of Insurance.
 4. Coverage shall remain in force for the duration of the contract;
 5. Must be Occurrence form coverage - Will cover the liability perpetually as long as coverage was in effect at time of occurrence.
- c. Auto Liability
 - \$1 million - Each Accident
 1. Covers all owned, leased, hired and non-owned autos or "any auto"
 2. The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; Coverage must be primary and primary before any other insurance or self- insurance. A copy of endorsement for this coverage must be attached to the Certificate of Insurance.
- d. Worker's Compensation Per New Mexico Statute (3 or more employees)
 - \$1 million - Bodily Injury: By Accident - Each Accident
 - \$1 million - By Disease: Policy Limit
 - \$1 million - By Disease: Each Employee

This coverage required for non-construction contractor with 3 or more employees
Exception: Not applicable to out-of-state companies unless they are hiring in NM

- e. Excess Liability: This coverage is not required but may be provided by the contractor for supporting other required coverage that are less than the required limits.
 \$5 million Per Occurrence
 \$10 million Aggregate
1. The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; Coverage must be primary and non-contributory coverage before any other insurance or self-insurance. A copy of endorsement for this coverage must be attached to the Certificate of Insurance.
- f. Waiver of Subrogation
 This must be stated on the certificate as it eliminates the right of the contractor's insurance carrier from recovering any damages from the City that were paid by the carrier under the contractor's general liability, commercial umbrella liability (Excess Liability), auto, or worker's compensation coverage and employers liability insurance maintained by contract requirements.
- g. Notification Requirement:
 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.
 Terms such as "endeavors to" are not acceptable.

12. 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.

13. 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.

14. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by both parties to this Agreement.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the CITY 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.

21. APPLICABLE LAW

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.

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.

22. NOTIFICATION

All notices 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: _____
With Copies to: City Attorney
Purchasing Manager

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

Company

THE CITY OF LAS CRUCES

By: _____
Principal

By: _____
Purchasing Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney