

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **AECOM Technical Services, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-135 Cooperative procurement authorized. C.; and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

**WHEREAS**, the Contractor does hereby accept its designation as an Engineering Firm, rendering services related to On Call Engineering Services for the City, as set forth in this Agreement; and

**WHEREAS**, it is agreed by the parties that the performance of the professional services is for a period of 4 years as directed by the City.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Scope of Work.**

The Contractor shall perform engineering and consulting services for the City as described in Exhibit A attached hereto.

**2. Standard of Performance; Licenses.**

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

**3. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed an amount up to five hundred thousand dollars (\$500,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling forty-two thousand one hundred eighty-six dollars (\$42,186.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed five hundred forty-two thousand one hundred eighty-six dollars (542,186.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**4. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**5. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party;

provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**6. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Assignment.**

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

**9. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**10. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**11. 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 made available to any individual or organization by the Contractor without the prior written approval of the City.

**12. Product of Service – Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.



D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**14. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**16. Penalties for violation of law.**

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

**17. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**19. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**20. Professional Liability Insurance.**

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

**21. Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

**A. Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

**C. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

**D.** Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**22. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records

shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**25. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**26. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**27. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:  
Water Division Director  
801 W. San Mateo  
Santa Fe, NM 87504

To the Contractor:  
AECOM Technical Services, Inc.  
Att: Robert E. Hawthorne, P.E.  
6501 Americas Parkway NE, Suite 900  
Albuquerque, NM 87110  
Main Switchboard: (505) 855-7500  
Direct: (505) 855-7415  
[Robert.Hawthorne@aecom.com](mailto:Robert.Hawthorne@aecom.com)

**28. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**29. Merger.**

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

**30. Non-Collusion.**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

**31. Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement

and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Jul 18, 2022

CONTRACTOR:



AECOM Technical Services, Inc

Vice President

Title

DATE: 6/20/22

CRS#02-279-546-001

Registration #220697

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 

GB MTG 07/13/2022

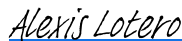
CITY ATTORNEY'S OFFICE:



Marcos Martinez (Jun 14, 2022 14:20 MDT)

SENIOR ASSISTANT CITY ATTORNEY


APPROVED FOR FINANCES:



Alexis Lotero (Jul 18, 2022 11:06 MDT)

ALEXIS LOTERO, INTIREM FINANCE DIRECTOR

5050395.572960

Org. Name/Org#.  AH

## APPENDIX A

### SCOPE OF SERVICES

Provide a variety of engineering services including civil, structural, electrical, and mechanical engineering or other related activities as determined by the Water Authority. The Engineer shall render professional engineering services as described below:

A. Basic Services:

- a. The Owner's Project Manager shall provide the Project Engineer a description of the desired services for each specific work assignment that may include the following:
  - i. environmental and other necessary permits,
  - ii. geotechnical and structural analysis,
  - iii. Field Reconnaissance Surveys (that field work performed to determine the scope of design surveys necessary to determine existing conditions for establishing the basis for design) and design surveys,
  - iv. collecting field and other related data,
  - v. hydraulic or other modeling,
  - vi. process modeling and optimization studies,
  - vii. preparing technical specifications,
  - viii. assisting with equipment and other procurement,
  - ix. attending and presenting project information to neighborhoods and/or respective neighborhood associations, school administrators, public, and other state, local and regional agencies,
  - x. developing detailed construction and operation and maintenance costs estimates,
  - xi. studies, reports, and technical memorandums,
  - xii. preliminary and final designs with bid documents,
  - xiii. record drawings, asset management/onboarding, and cost data support,
  - xiv. bid-phase and/or construction-phase services,
  - xv. construction management and/or inspection,
  - xvi. construction start-up services including Operations and Maintenance Manuals, providing operations personnel, standard operating procedures and other training, and
  - xvii. other tasks as authorized by the Owner for a variety of utility and plant work assignments.
- b. These work assignments will involve work on a variety of Water Authority assets, including, but are not limited to:
  - i. ***Potable Water, Reuse Water and Sanitary Sewer Lines:*** The Water Authority is embarking on an aggressive program for evaluation and rehabilitation of large diameter Interceptor Sanitary Sewer lines, in addition

to the ongoing rehab and replacement of water transmission mains and small diameter water distribution and sewer collector lines.

- ii. ***Potable Water, Reuse Water and Wastewater Systems Facilities:*** The Water Authority will continue to need support at all our plant facilities, including treatment plants, wells, booster pumping stations, raw water diversion systems, reservoirs, sanitary lift stations, vacuum stations, odor control stations, and chemical transfer stations.
- c. For each prospective work task, the Project Engineer shall submit a detailed proposal of the scope. The Project Engineer must receive a written Work Order from the Owner's Project Manager for each work assignment before proceeding with the work assignment. Certain work assignments may require a fast response design to meet urgent and possibly emergency or critical situations. The Project Engineer shall be responsible for providing quality assurance/quality control (QA/QC) in accordance with the firm's written policies and in accordance with industry standards.
- d. The Engineer shall coordinate its work with the Owner's Project Manager, other designated Owner representatives, and its sub-consultants.
- e. All engineering designs shall be in accordance with generally accepted professional engineering practice and shall be in accordance with the City of Albuquerque Development Process Manual, as amended, except as otherwise agreed to by the parties to this Agreement.
- f. The City of Albuquerque Standard Specifications for Public Works Construction, as amended, shall be utilized wherever applicable.
  - i. Possible third-party services consisting of geotechnical investigations and testing, architectural services, expert witness litigation support, or other services may be required, if requested by the Owner.
  - ii. City of Albuquerque General Terms and Conditions for Construction included in the City of Albuquerque Standard Specifications do not apply.

**B. Performance:**

- a. The Engineer hereby agrees that, immediately upon the execution of this Agreement, it will be available to enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule agreed to by the Engineer and Owner for each work assignment.
- b. Written Authorization: The Owner shall not pay the Engineer for any services rendered before written authorization by the Owner's Project Manager, as defined in this Agreement, or the Owner's Chief Operating Officer is received by the Project Engineer, and the Owner shall not be liable to the Engineer for payment for such services.
- c. If any delay is caused to the Engineer by order of the Owner's Project Manager to change the scope of work, or by failure of the Owner to provide the necessary

reviews in a timely manner, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described, or by other delays due to causes beyond the control of the Engineer, then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer.

- d. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner's Project Manager in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

C. Work Order Instructions:

- a. Overview: The Water Authority may issue individual Work Orders under the Agreement resulting from this RFP, for Services of the type described in Appendix A to this RFP. Services for a Work Order may be connected with construction work in any location or locations within Bernalillo County, dependent upon the needs of the Water Authority. Work Orders will be made up of any combination of Services required and may be issued at any time during the term of the Agreement. The Water Authority does not guarantee that any Work Orders or any dollar value of Work Orders will be awarded under this RFP to those Offerors awarded contracts.

- b. Evaluation:

- i. *Evaluation Criteria.* In selecting a Consultant for a Work Order Project, the following criteria may apply: current organization chart of the personnel assigned to the Work Order that may be issued by the Water Authority, approach to complete the Services associated with the Work Order, experience of the Consultant and its superintendent/project manager and project team, experience of proposed subcontractor(s), the nature and urgency of the Services, locality of the project team, coordination with the Water Authority's needs, coordination with other Services currently being provided, performance on previously issued Work Orders under this RFP and/or other Water Authority projects, scheduling and available staffing, cost, and other similar criteria.
  - ii. *Evaluation Process.* The Water Authority will determine the appropriate evaluation criteria and review and score the qualifications submitted by the on-call Consultants on the basis of those criteria. Task orders providing additional information about the on-call Consultants' approach to the Services, proposed pricing, or other relevant information may be requested prior to or during the evaluation and interviews may be conducted if determined necessary. Unless special project requirements or emergency or critical circumstances dictate that Owner evaluate fewer on-call Consultants, the Water Authority will solicit qualification statements from



no less than three of the on-call Consultants eligible for the type of Services required by the Work Order.

- iii. *Review and Approval.* The Water Authority will document the evaluation which shall be reviewed by various staff members and signed by the Chief Engineer. The evaluation and any additional justification for the award of the Work Order shall be included in the procurement file. The final choice of an on-call Consultant for a Work Order Project or Services will be at the discretion of the Water Authority.

- c. *Negotiation:* Following the selection process, the Water Authority shall negotiate with the selected firm to establish the Work Order Contract Price, a time and schedule for completion of the Work Order Services, and additional terms as needed. Negotiations may be based upon man-hour estimates submitted as part of a cost proposal submitted by the top ranked on-call Consultants.

Should the Water Authority and an on-call Contractor be unable to establish mutually acceptable pricing, or other significant terms and conditions for a proposed Work Order, the Water Authority may select another on-call Contractor eligible to provide the type of Services required or may elect to terminate the authorization process for the applicable Work Order. In the latter event, the Water Authority may proceed to obtain the Services by solicitation or other means available under the Procurement Ordinance, without further obligation.

- d. *Execution and Delivery/Authorization Required.*
  - i. *Work Order Authorization.* Following successful negotiations, a Work Order Authorization, in the form provided by the Water Authority, will be prepared and signed by the Project Manager and additional Water Authority personnel, as required. The signed Work Order Form will be provided to Consultant for signature and return to the Water Authority with all documents required, including but not limited to, a list of all personnel assigned to the Project. Failure of Consultant to deliver the required documents within a reasonable time after receipt shall entitle the Water Authority to rescind the Work Order Authorization.
  - ii. *Notice to Proceed.* After final approval by the Water Authority, a purchase order will be issued for the Project and the purchase order and Work Order Authorization Form will be returned to the Consultant, in hard copy or electronically, as a Notice to Proceed with the Work Order Services. The Consultant must not proceed with the Services until receipt of proper authorization, i.e. a validly signed Work Order Authorization Form and purchase order. No payment will be made to the Consultant for Services performed without this authorization.
- e. *Emergency or Critical Services:* The Central Purchasing Office or Executive Director may make an emergency procurement of professional services under this RFP upon determining that there are urgent and compelling reasons, in accordance with the emergency procurement requirements of the Procurement Ordinance. In

such event, an on-call Consultant may be selected for the emergency or critical services without use of the evaluation and selection process previously identified.

All verbal authorizations for the emergency services shall be followed up with proper written documentation including a completed Work Order Authorization Form, and all other necessary forms, as soon as possible after start of any emergency Services.

- f. Progress Reports: Each Consultant selected for a Work Order shall submit a progress report once each calendar month, on or before the fifteenth day of the month for the preceding month, showing the status of all outstanding Work Orders awarded to the Consultant that pertain to the Agreement resulting from this RFP. These reports shall include the following items.

1. Work Order Number
2. Short Title
3. Date Work Order Issued to Consultant
4. Scheduled Start Date for Work Order Services
5. Scheduled Completion Date
6. Percent (%) Completed
7. Actual Date of Completion
8. Explanation re additional time required, if applicable.