



# City of Alamogordo

Purchasing Department □ 2600 N. Florida Ave. □ Alamogordo, New Mexico 88310 □ Ph (575) 439-4116 FAX (575) 439-4117

September 19, 2022

To: All Proposers

Re: **Addendum 1**  
**RFQ No. 2022-09**  
**Engineering Services for Water & Wastewater Master Planning**

Addendum Number 1 is issued to provide responses to written questions. **The date, time, and location for proposals to be received remains unchanged.**

1. **Question** – Within page 20 of the RFQ, in Attachment 3 Scope of Work, there is a request to provide a “standard published hourly rate sheet”, along with the request of qualifications of the firm. However, the RFQ is intended for Professional Engineering Services, thus a fee proposal should not apply, in accordance with the Brooks Act (Public Law 93-582) also known as Qualifications Based Selection (QBS), which states the following: “The Brooks Act establishes a qualifications-based selection process, in which contracts for A/E’s are negotiated on the basis of demonstrated competence and qualification for the type of professional services required at a fair and reasonable price. Under QBS procurement procedures, price quotations are not a consideration in the selection process.” Taking into consideration the above. Can you please clarify if the “standard published hourly rate sheet” will be removed from the RFQ requirements?  
**Answer** – The requirement to provide a standard published hourly rate sheet will NOT be removed. As stated on page 2 of the Scope of Work, this requirement shall not be a rated category or part of the page count. The City of Alamogordo is not requesting “price quotations”. Only the criteria outlined in Section IV will be evaluated.
2. **Question** – The Scope of Work includes creating a model for the City’s wastewater system. How many linear feet does that collection system encompass?  
**Answer** – 888,932.5545 LF.
3. **Question** – The Scope of Work includes updating and calibrating the City’s hydraulic model of the water system.
  - a. How recently was the model updated or calibrated? **Answer** – 2021.
  - b. How many nodes are included in the current model? **Answer** – 879.
  - c. **Question** - Does that City have fire hydrant flow and pressure data to calibrate the model?  
**Answer** – Yes.
    - i. If not, would the City collect that data, or would the consultant need to collect that data?
    - ii. If so, would those models need to be updated as part of this effort? **Answer** – Yes.
4. **Question** - Does the City have land use forecasting, demand projections, and economic development priorities in place that would be used for this project, or would growth projections and use projections need to be developed as part of this project?

**Answer** – Growth and use projections need to be developed as part of this project.

5. **Question** – The Scope of Work includes preparation of an asset inventory and condition assessment of the water and wastewater assets. Does the City have an existing inventory and condition assessment that needs to be updated, or would this project include creating one?

**Answer** – This project will include creating one.

6. **Question** – In the Evaluation Criteria of the RFQ (Section IV.A.3 – Past Record of Performance), there is a request for “amount and time of initial construction contract award as compared to final contract price and time for completion.” As these representative projects primarily represent planning instead of construction projects, is this requested information still necessary?

**Answer** – The submitted criteria should be representative of past planning projects.

7. **Question** – In the last section of the RFQ (Sample Agreement for Engineering Services), there is a great deal of standard language attributed to an engineering design and construction project instead of a planning project. Will there be an updated version available for the RFQ process, or will the specific contract be developed upon contract award?

**Answer** – A specific contract will be developed upon award.

8. **Question** – What program/software is the existing hydraulic model in?

**Answer** – OpenFlows WaterCAD (Bently Systems).

9. **Question** – Article VI c in the Agreement for Engineering Services the Engineer’s cost estimate for a project to be within 10 percent of the lowest base bid. Article VI d requires the Engineer to redesign the project at no cost if all base bids exceed the Engineer’s cost estimate by 10%.

The Engineer has no control over trends and pricing in the construction market. This is especially true in today’s construction climate where supply chain issues and shortages are causing construction costs to increase without warning and redesigning the project may not solve the problem of increased cost. We request the City to replace this language with the language below, which provides the Owner with more options for addressing cost increases on a project and does not place all of the responsibility of addressing the problem on the Engineer.

ENGINEER understands and agrees that its final opinion of probable construction costs will establish a fixed limit of budgeted construction costs as a mandatory condition of contract. ENGINEER agrees it will use its best efforts to develop construction documents that will result in bids that fall within this fixed limit. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's opinions of probable total project costs and construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgement as an experienced and qualified professional engineer, familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by the ENGINEER. Provided, however, nothing herein shall relieve the ENGINEER of any liability for negligence in preparing its final estimate of probable construction costs hereunder or its obligations to the OWNER.

If the lowest bona fide bid or the latest probable construction cost estimate exceeds such fixed limit of the budgeted probable construction cost by ten percent (10%) or more, the OWNER may either (1) give written approval of the increase from such fixed limit and (2) authorize rebidding of the project within a reasonable time, or (3) cooperate in revising the project scope or quality as required to reduce probable construction costs and re-bid the project. In the case of (3) the ENGINEER shall use its best efforts to modify the specifications and the drawings as necessary to

bring the construction costs down within the original final estimate or within any new fixed limit subsequently authorized by the OWNER. In the case of (2) or (3), in lieu of other compensation for services in making such modifications, the OWNER shall pay the ENGINEER, ENGINEER's cost of such services, all overhead expenses reasonably related thereto and reimbursable expenses, but without profit to the ENGINEER on account of such services.

Provided, however, notwithstanding anything to the contrary herein, if the ENGINEER is found to be negligent in the preparation of the opinion of probable construction costs, it shall modify the construction documents to bring the construction cost within any reasonable fixed limit subsequently authorized by the OWNER, without any additional charge to the OWNER.

Also, these Articles do not apply to a master planning project.

**Answer** – A specific contract will be developed upon award.

10. **Question** – Section IV. Evaluation Criteria A3: Under Past Record of Performance, the criteria requires “past record of performance on contracts for delivery of work relevant to this project”, which is Water and Wastewater Master Planning. The criteria also requires “amount and time of initial construction contract aware as compared to final contract price and time for completion”. Water and Wastewater Master Planning projects do not involve construction costs or time to complete construction. Does the City want to revise this requirement to require the cost of the Planning Project contract and the time it took for completing that work?

**Answer** – The submitted criteria should be representative of past planning projects.

11. **Question** – The Agreement for Engineering Services attached to the RFQ does not apply to a planning project. The Scope of Work in Attachment A is referenced, but the services described in the Preliminary Design Phase and the other Phases listed in the agreement do not apply to a planning project. Does the City have another agreement for Engineering Services that is specific to Planning? We recommend using the EJCDC as it contains language specific to planning service.

**Answer** – A specific contract will be developed upon award.

12. **Question** – In Section VII G of the Agreement for Engineering Services, we request the insertion of “negligent” before “acts and omissions”.

**Answer** – A specific contract will be developed upon award.

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof.

Each proposer shall acknowledge receipt of this Addendum No. One (1) using the attached acknowledgement page and submit with each copy of the proposal (not included in page count).

Thank You,

Barbara Pyeatt  
Chief Procurement Officer  
bpyeatt@ci.alamogordo.nm.us

**ADDENDUM ACKNOWLEDGEMENT**

**ADDENDUM NO. 1**

**RFQ 2022-09 Engineering Services for Water & Wastewater Master Planning**

Received By: \_\_\_\_\_

Date Received: \_\_\_\_\_

Business Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_