

NMDOT CONSULTANT SERVICES



7/30/2018

Handbook

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CHAPTER 1

INTRODUCTION

1.1 PURPOSE

This manual documents the procedures used by the New Mexico Department of Transportation (Department) for engaging Quality Based Professional Service Contracts. The entire process, from the project planning process (development of the Statewide Transportation Improvement Plan (STIP), availability of resources, needs assessment, development of the consultant design program, preparatory activities, etc.), initial selection of a consultant and the evaluation of the completed work, is addressed. The manual is intended as a management contracting process guide and, as such, does not cover technical details of the project development process.

The procedures contained in this manual are intended to supplement and assist in the implementation of various Department policies, not to supersede them. Any conflicts that may exist between this manual and official Department policies documented elsewhere are unintentional and, should any be found, the official Department policy should prevail.

1.2 OBJECTIVE

The objective of this procedures manual is to:

“Improve the efficiency, cost effectiveness, and timeliness of the overall process of selecting, negotiating, contracting, and managing quality based Professional Services contracts for the New Mexico Department of Transportation.”

1.3 MANUAL ORGANIZATION

The manual is organized according to the normal sequence of events involved in a consulting services engagement. The remaining chapters of the manual are arranged in the following order:

2. Preparatory Actions,
3. Consultant Selection,
4. Contracting,
5. Work Monitoring
6. Contract Close-Out,
7. Performance Evaluation, and
8. Disadvantage Business Enterprise (DBE) Program.

The Appendices contain copies of Federal regulations and Department Administrative Memoranda.

For convenience, when the term “Consultant” or “Consulting Engineer” is used in this manual, it should be taken to mean the more inclusive phrase “Consulting Engineers, Land Surveyors and/or others performing Professional Services (i.e. Environmental Investigations, Hazardous Materials Investigations, Subsurface Utility Engineering, etc.)”.

1.4 ORGANIZATIONAL STRUCTURE AND RESPONSIBILITIES

Several organizational units play a key role in arranging for consultant services, supervising the work, and evaluating the results. It is the responsibility of the members of the committee to abide by 2 CFR 200.112 and 23 CFR 1.33 as well as 18.28.3 NMAC (see Appendix G). These units are briefly described in this section:

- a. Deputy Secretary for Operations (DS)
- b. Division Director for Design and Construction (DDDC)
- c. Chief Engineer or Designee (CE)
- d. Procurement and Facilities Management Division (PFMD)
- e. Project Oversight Division (POD)
- f. Regional Design Divisions (North/Central/South) (RM)
- g. Technical Group Managers (TGM)
- h. Project Development Engineer or NMDOT Employee in Responsible Charge of Contract (PDE)
- i. Construction and Civil Rights Bureau (CCRB)
- j. Office of General Counsel (OGC)
- k. State of New Mexico Taxation and Revenue Department (TRD)

The procedural aspects of the responsibilities of these units are addressed in later chapters of this manual.

1.4.1 Deputy Secretary of Operations (DS)

The Deputy Secretary of Operations (DS) is responsible for the overall authority of the consultant services program in consultation with the DDDC and the CE.

1.4.2 Division Director for Design and Construction (DDDC)

The Division Director for Design and Construction (DDDC), within the Office of Infrastructure and Construction Divisions under the DS, has the following responsibilities in connection with consultant management:

- a. Through the Project Oversight Division (POD), the DDDC is responsible for the overall preparation of the Statewide Transportation Improvement Program (STIP) with input from the Office of Strategic Planning and Asset Management, Regional Design Divisions, District Offices, Regional Planning Organizations (RPO), Municipal Planning Organizations (MPO) and the FHWA. The DDDC reports directly to the DS.

1.4.3 Chief Engineer (CE)

The Chief Engineer or Designee (CE), within the Office of Infrastructure Divisions under the Deputy Secretary for Operations (DS), has the following responsibilities in connection with consultant management:

- a. Review the proposed annual consultant services program prior to submittal to the DS for final approval.
- b. Review and approve recommended specific projects for which consultant services will be required.
- c. Develop an annual consultant services work program in conjunction with the Regional Design Managers, Functional Group Managers and District Engineers.
- d. Provide final approval of the consultant's monthly progress reports and monthly invoices. The Program and Infrastructure administrators receives invoices via an email and approves each invoice with respect to content and documentation. The Regional Managers and Technical Group Managers approve the invoice with respect to delivery of the work product.

1.4.4 Procurement and Facilities Management Division (PFMD)

The PFMD has the following responsibilities in connection with consultant services:

- a. Assist in creating, preparing and maintain RFP schedule.
- b. Maintain an up-to-date computer database file of consultants who have requested to receive the legal notices for professional services contract advertisements, organized so that consultant names may be retrieved by technical areas in which they have expressed interest.
- c. E-Mail legal notices for project-specific professional services to newspapers and to consultants who have requested to be included on the advertisement mailing list.
- d. Provide copies of Requests for Qualifications (RFQ), Requests for Proposals (RFP), or if applicable, Requests for Letters of Interest (LOI) to consultants who have submitted a completed request form.
- e. Conduct Pre-proposal Conferences.
- f. Log all Statements of Qualifications (SOQ), Proposals or if applicable, Letters of Interest (LOI's) received.
- g. Maintain a hard copy file of Consultant's SOQ's, proposals, and if applicable, LOI.

- h. Facilitate and serve as an advisory member of the Professional Services Selection Committee (PSSC) and assist the Chairman in assembling and summarizing evaluations of consultant qualifications.
- i. Verify the consultant eligibility with Office of Inspector General (OIG) via the list posted on the NMDOT website:
http://dot.state.nm.us/content/dam/nmdot/OIG/Engineering_Design_Eligible_Consultants.pdf
- j. Consolidate all evaluations of the consultant from the various evaluators and maintain the evaluations in the project file. At the conclusion of the project (design and construction), when all evaluations have been received and summarized, a copy of the evaluation summary for design and construction activities will be maintained in a Consultant Evaluation file to assist in evaluation of qualifications on future project proposals.
- k. Prepare and process the scope of work, negotiated and agreed to schedule, contract documents, and any fees that shall become part of the contract per Internal Design Directive (IDD in Appendix F and flow chart (Figure 1) on Page 11.
- l. Prepare Contract Administration Section (CAS) briefs at the appropriate step of the contract process and obtain the required signatures for each contract.
- m. Send Notice to Proceed, invoice formats, A-644 forms and executed contract to the successful consultant and to Regional Manager/ District per IDD.
- n. Notify the unsuccessful consultants.
- o. Foster communication with consultants and internal personnel regarding processing of contracts.
- p. Schedule and conduct consultant debriefings as requested.

1.4.5 Project Oversight Division (POD)

The Project Oversight Division (POD) has the following responsibilities in connection with consultant services:

- a. Develop and maintain the budget for the Consultant Design Program.
- b. Coordinate with PMFD with the tracking and processing of design contracts.
- c. Prepare required funding forms for FHWA/ POD for processing such as purchase orders and payment vouchers.

1.4.6 Regional Design Managers (North/Central/South)(RM) and Technical Group Managers (TGM)

The Regional Design Managers (RM) and Technical Group Managers (TGM), within the Infrastructure Division, are responsible for the following items:

- a. Review STIP to assess program and identify resource needs.
- b. Develop an annual consultant services work program in-conjunction with the CE and POD.
- c. Review and provide input to the advertisement of assigned projects.
- d. Identify specific projects for which consultant services will be required.
- e. Review and evaluate submitted proposals for assigned projects within their respective region or technical area and participate in the selection process as a voting member of the Professional Services Selection Committee (PSSC).
- f. Participate in proposal de-briefings, at the discretion of the DOT, with consultant(s) who were unsuccessful on being selected.
- g. Assign projects to Project Development Engineers (PDE) in their regions.
- h. Participate in or lead the negotiations with selected consultant(s) in their regions according to rule 18.28.3 NMAC.
- i. Provide oversight of all assigned projects to PDEs in their regions.
- j. Review, monitor and process monthly vouchers on all contracts within 30 days of accepted invoice date.
- k. Review and concur that all required work is complete and all deliverables have been provided by the consultant prior to approval of the final payment and release of all retention amounts.
- l. The duties and responsibilities described for the Regional Design and Technical Group Managers is also extended to the Planning Division, Aviation Division and Transit & Rail Division that use quality based Professional Services.

1.4.7 Project Development Engineer (PDE)

The Project Development Engineer (PDE) is the Department's primary agent in the consultant project management process and has the following responsibilities in connection with consultant services.

- a. Participate with other members of the Department in the identification, planning and programming of projects for the STIP.
- b. Provide an independent cost estimate for the contract scope of work for major projects that are Lump sum price or tasks for On-Call Contracts to establish a

measure of cost baseline for negotiating a fair and reasonable price in the contracting process.

- c. Prepare the scope of work and pre-advertisement information for assigned projects and send to PFMD.
- d. Review and provide input to the advertisement of assigned projects.
- e. Prepare and present appropriate information on the assigned projects at Pre-proposal meetings and respond to specific inquiries as required.
- f. Review and evaluate all submitted proposals for assigned projects according to Rule 18.28.3 NMAC.
- g. Coordinate with the selected consultant and appropriate internal Department Sections in preparation for negotiating the contract.
- h. Work with PFMD and POD to insure all contract provisions including the scope of work, schedules and fees are accurate.
- i. Provide supervision of the consultant's work, conduct quality control inspections, and complete the consultant evaluation forms at each stage or phase of the project.
- j. Review and recommend approval of the consultant's monthly progress reports and monthly invoices.
- k. Determine that all required work is complete and all deliverables have been provided by the consultant prior to approval of the final payment and release of all retention amounts.
- l. Ensure that all drawings, calculations, correspondence, notes, and other records are placed in the permanent project file.
- m. Provide a written evaluation of the consultant's performance at the conclusion of the contract and include that evaluation with the approval of the final invoice and release of retainage.

1.4.8 Construction and Civil Rights Bureau (CCRB)

The Construction and Civil Rights Bureau (CCRB) has the following responsibilities in connection with consultant services:

- a. Review all submitted Federal-aid project proposals for compliance with all applicable DBE form requirements.
- b. Coordinate with the PMFD to insure all required DBE related records are kept up-to-date on all Federal-aid consultant projects.

- c. Provide assistance to consultants as needed on any and all aspects of the DBE Program.

1.4.9 Office of General Counsel (OGC)

The Office of General Counsel (OGC), located within the Office of the Secretary, has the following responsibilities in processing contracts for the Department:

- a. Review contracts as to form and legal sufficiency and other material drafting problems (i.e. scope of work).
- b. Collaborate with the PFMD and appropriate PDE in resolving issues posed by contracts subject to review.

1.4.10 State of New Mexico Taxation and Revenue Department

The State of New Mexico Taxation and Revenue Department is responsible for verifying the Consultant's State of New Mexico Tax Identification number and certifying that the Consultant is duly registered for payments of gross receipts taxes to the State of New Mexico.

CHAPTER 2

PREPARATORY ACTIONS

2.1 OVERVIEW

This chapter of the manual covers a number of actions that are necessary to prepare for and facilitate the consultant selection process. Topics covered include development of the annual consultant services work program, the Request for Proposals (RFP) process, selection committee composition, contracting and payment methods, and the pre-advertisement checklist.

2.2 ANNUAL CONSULTANT SERVICES WORK PROGRAM

The Department generally performs most of its planning, aviation, transit and transportation design and technical studies with in-house forces. However, due to limitations in staff availability, the need for special skills, or the relative urgency of projects, the Department routinely engages consulting engineers or other professional services to assist in carrying out its annual work program. To ensure a balanced workload, an orderly consultant selection process, and a sufficiently large volume of work to attract and keep qualified consultants in the State, some consideration must be given to how much and what kind of work should be done by consultants. The following paragraphs are to assist in making appropriate decisions regarding the need for consultant services.

2.2.1 Responsibility

Each year, the Statewide Transportation Improvement Plan (STIP) must be reviewed by the CE, in consultation with the Regional Design Divisions, Technical Group Managers, and Districts Engineers to determine the Department's in-house capacity to perform the work. Projects that cannot be accomplished in-house in a timely and effective manner for whatever reason will be specifically identified. Other Divisions in the Programs and Infrastructure Division that desire to use consultant services to advance a project should submit a written request to the DDDC and CE. A Consultant Services Work Program is then developed for concurrence by the Chief Engineer and approved by the Deputy Secretary for Operations. The Consultant Services Work Program is then included in the STIP through the STIP amendment process.

Once the projects are included in the STIP, the CE, in coordination with the PFMD, will develop an annual Request for Proposal (RFP) schedule. This schedule will identify the projects that will be advertised for consultant services and which month those specific projects will be advertised.

2.2.2 Project Selection Considerations

In selecting projects for which consultant services will be used, consideration should be given to the following factors:

- a. Number of projects in the program, size of the program, consultant budget availability, and letting schedule requirements,
- b. Types of projects (including size and scope) in the program and the skills required, in-house staffing levels and skills available, and
- c. Relative urgency of specific projects.

2.3 **SELECTION COMMITTEE**

A Professional Services Selection Committee (PSSC) has been established by 18.28.3 NMAC titled Selection Committee for Qualifications Based Proposals. A copy of this policy is included in Appendix B. The PSSC exists for the purpose of evaluating, ranking, and recommending firms to provide consulting services, and is used for:

- a. State-funded design projects or
- b. Federal-aid design projects

2.3.1 Committee Composition

- a. The PSSC for transportation projects using competitive sealed qualifications based professional services shall be in accordance to Rule 18.28.3 NMAC which can be found in Appendix B.
- b. Each evaluator must sign a Declaration of No Conflict form, which acknowledges that as a member of the committee, they have not been influenced directly or indirectly by any of the firms that are being evaluated (see Appendix G).
- c. The DDDC will identify an individual from the PPPC to serve as a chairman for each RFP.

2.4 **TYPES OF CONTRACTS**

Several types of contracts and payment methods may be used which is based on the complexity of the project or if it is a stand-alone or on-call contract. The appropriate application of these options are described below.

2.4.1 Type of Contract and Selection Method

The CE shall determine the type of contract and method of selection to be used with the project. State Procurement Regulations require a written determination as to the type of procurement to be used, and a justification as to why consultant services are required. The types of contracts shall be consistent with New Mexico Procurement Code and Code of Federal Regulations (23 CFR 172).

2.4.2 Method of Payment

Payments shall be made pursuant to the requirements as specified in the New Mexico Procurement Code and Code of Federal Regulations (23 CFR 172).

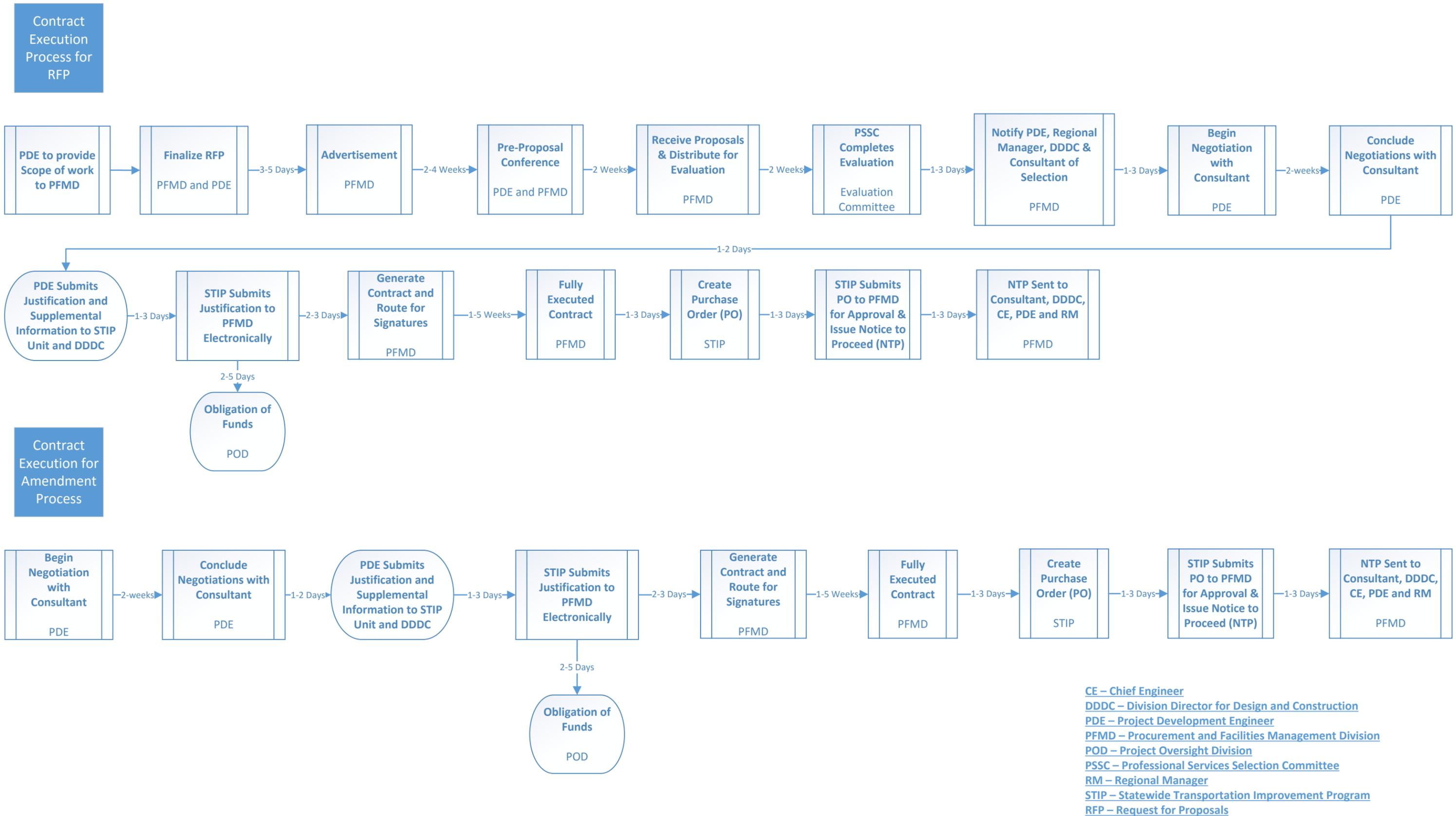
2.5 PRE-ADVERTISEMENT CHECKLIST

The CE in conjunction with the Regional Design and Technical Group Managers are responsible of ensuring that projects requiring consultant services are processed according to Figure 1 so that desired project completion schedules can be met. However, prior to advertising a project, certain preparatory steps should be taken so that unnecessary delays are avoided. These steps should include the following items:

- a. Identify funding, PDE, and ensure project is programmed in the STIP.
- b. Obtain a clear description, scope, and conceptual construction cost estimate for the project.
- c. Obtain a draft project completion schedule.
- d. Determine what services and/or supplemental phases may be added as an addendum to the contract.
- e. Determine the method of payment to be used for the project.
- f. PDE completes and submits an Independent Estimate for costs of design services.

Depending on funding source, certain aspects of the process may vary slightly. The process is shown for project oversight, as well as for processing amendments. Please refer to Figure 1 on the following page.

Figure 1
State and Federal Consultant Services Contract and Amendment Process



CHAPTER 3

CONSULTANT SELECTION

3.1 OVERVIEW

This chapter of the manual covers the procedures for selecting Professional Services consultants, from advertisement of the project to final selection of a consultant.

Department policies for consultant selection are officially set forth in 18.28.3 NMAC titled Highway Contracting and Bidding – Selection Committee for Qualifications Based Proposals. A copy of this rule is included in Appendix B.

3.2 PROJECT ADVERTISEMENT

Upon approval by the Cabinet Secretary of the Department or designee, the PFMD will announce a project-specific RFQ, RFP or other request for Professional Services. The announcement is available on the NMDOT website and will be sent to all firms on the Department's list of consultants, which is maintained by PFMD, that have expressed interest in receiving the advertisement notices. The notice will provide a brief explanation of the procedure for requesting a written copy of the RFQ, RFP or other request for professional services. Any new consultants that desire to be added to the distribution list may do so via the NMDOT website by contacting the PFMD Director.

3.2.1 Public Notices

In addition to the announcement, public notices will be published at least once in at least three newspapers of general circulation in this state (typically the Santa Fe New Mexican, Albuquerque Journal, and the Las Cruces Sun) as well as the NMDOT website. The Department may also choose to advertise in regional (Denver, Phoenix, Dallas, etc.) or national newspapers (Washington D.C., New York, Chicago, Los Angeles, etc) for high profile projects. The notices will have a heading that indicates the type of request being made. The notice will include:

- a. Procurement title;
- b. A brief explanation of the procedure for requesting a written copy of the Request for Qualifications/Request for Proposal;
- c. The due date for submittals. The due date should be as early as possible to avoid delay of the project, but should not be earlier than three weeks from the date of the published announcement;
- d. If a Pre-proposal meeting is to be held for the project, the time, date and location will be scheduled by PFMD;
- e. The name and number of the procurement manager and instructions for requesting project information or clarifications shall be solicited through PFMD during the RFP process.

An example of a Public Notice for soliciting consultant services is shown in Appendix E.

3.2.2 RFP/RFQ Formats

The Request for Qualifications (RFQ) or Request for Proposals (RFP) document will include:

- a. A description of the project and scope of services to be provided. On Continuing Services contracts, although specific projects cannot be identified in advance, the types of services that may be needed will be described.
- b. A statement of whether Federal funds will be used for the project.
- c. The name, address, telephone number, and FAX number of the person who may be contacted for additional information. Also, indicate the last date that inquiries will be accepted prior to the due date. If a Pre-proposal meeting is scheduled, it will be reiterated that contact with voting members of the PSSC is not allowed.
- d. A description of the format to be used (see section 3.5) and topics to be covered in the consultant submittals, including page limits, if applicable.
- e. Description of the selection process, based on either a one-step page-limited qualifications statement evaluation or a two-step qualifications statement and technical proposal evaluation.
- f. A description of the evaluation criteria.
- g. The anticipated schedule of events associated with the procurement.
- h. A statement indicating the availability of the standard contract, on request, showing all anticipated contractual requirements.
- i. A copy of each required form that must be submitted.
- j. Date, time, and location of pre-proposal meeting, if needed, and when the attendance is mandatory or optional.
- k. A description of the eligibility requirements for providing design and surveying services to the Department, which are:
 1. All design and surveying work must be performed under the responsible charge of a registered New Mexico Professional Engineer (and/or Land Surveyor, if applicable) and as described in the Department's Design Directives.
 2. On non-Federal-aid projects, the Consultant must establish and maintain a New Mexico office with full-time staff during the life of the contract. This requirement may be waived if the skills required are not likely to be

available within the State. This requirement is not applicable on Federal-aid projects.

3. With the exception of specialized work such as photogrammetry, and major structural design, all work must be performed within New Mexico. This requirement is not applicable to Federal-aid projects.
 - l. The number of copies to be submitted will be specific in the RFQ/RFP – normally, seven (7) copies are required. Each voting members will receive on copy of the proposal and the remaining two will be retained by PFMD for their files.
 - m. Proposal due date, time, and place of delivery. The due date should not be less than three weeks from the date of advertisement. The delivery address should include both a postal service address (P.O. Box) and an express mail address (street address). The time shall be shown as the “local prevailing time”.

3.3 SCOPE OF WORK PREPARATION

The scope of work statement, to be included in the RFQ/RFP, should be as project specific and as detailed as possible. The PDE shall review and edit the RFQ/RFP to make sure all standard provisions and specifications are accurate and consistent with the desired scope of services being requested. The scope of work must include all pertinent issues and concerns known about the project and all available project information should be identified and made available for review by all interested consultants.

Upon completion of the “initial” scope of work, the PDE should solicit input from other Sections and Bureaus that have a vested interest in the project’s development. This may include, but not limited to, the Districts, Bridge Design Bureau, Drainage Design Bureau, Traffic Technical Support Bureau, Environmental Development Bureau , Survey and Lands Engineering Division, Right-of-Way, Utilities, Rail Road, Geotech, or others whose specialization comprises a significant effort on the project. Once comments have been returned by these other Sections/Bureaus, the PDE can revise the scope of work for inclusion in the RFQ/RFP.

3.4 PRE-PROPOSAL MEETING

Pre-proposal meeting will be held in conjunction with the RFP Schedule. A decision to make certain meetings mandatory is dependent on the complexity of project, where the scope of work or critical design issues may need further clarification. This determination should be made prior to release of the RFQ/RFP.

The PFMD will be responsible for notifying appropriate Department staff of the date, time and location of the Pre-proposal Meeting. Department representatives at the meeting should include people who are:

- a. Knowledgeable about the details of the project;
- b. Knowledgeable of the Department’s contracting procedures.

3.4.1 Organization of Pre-Proposal Meeting

The PFMD will be responsible for organizing the meeting room and obtaining an attendance record. An attendance roster should be placed at each entrance to the meeting room. If the pre-proposal is mandatory, attendees must sign the roster in order to submit an RFQ/RFP.

The agenda for the Pre-proposal Meeting should include the following topics:

- a. Opening statement by the Department describing the purpose of the meeting, the agenda that will be followed, and the anticipated sequence of events for the remainder of the procurement process after the meeting.
- b. Technical description of the project by the PDE, including project objectives, scope, schedule and/or critical dates to be held, special requirements or features, and any critical design issues and environmental concerns. Additionally, the PDE will prepare a visual presentation describing key elements of the requested services and scope in the RFP.
- c. Question and answer period of sufficient duration to allow all attendees the opportunity to ask questions and take notes on answers. If a question cannot be answered during the meeting, the PFMD will research the question after the meeting and determine an appropriate answer to be included with the transcript of the meeting. If additional or different information becomes available during the advertisement period, the PFMD will send out an amendment to consultants addressing the new information.

Answers to questions that could not be answered at the meeting will be published on the Department's website. Any questions or correspondence after the meeting will be referred through PFMD. If needed, a formal amendment will be issued to clarify the Departments' understanding of the consultants request for clarification in the RFP and also to clarify the Departments' intent. The amendment will be issued to all consulting firms who have requested the RFP and who are on file with the PFMD for that specific RFP. Amendments and addenda will also be published on the Department's website.

3.5 **REQUESTS FOR PROPOSAL ORGANIZATION**

Consultant submittals for RFP's are outlined in the following paragraphs.

3.5.1 Request for Proposals

- a. All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc. however count as two pages when used) and bound with tabs delineating each section. Offerors are strongly encouraged to limit their proposals to a maximum of thirty (30) pages. Exclusions to this limitation will be the letter of introduction, table of contents, covers, dividers, other information, i.e., letters of appreciation, etc., and acknowledgement of amendments (if applicable).

- b. Electronic proposals must be submitted through Bid-Express, which may be accessed at the following website: www.bidexpress.com. Offerors must register and create an account with Bid Express in order to submit proposals electronically. Electronic proposals must be in a PDF format in order to submit through Bid Express.

3.6 EVALUATION OF PROPOSALS

This section describes procedures for processing and evaluating Proposals

3.6.1 Proposal Submittal Procedure

The following are the major steps required for processing Proposal Submittals, which may be supplemented with more detailed steps by the individual units involved, as needed:

- a. Proposals will be received by PFMD and logged by name and address of firm and date and time of receipt. Proposals received after the due date and times are to be returned to the sender unopened.
- b. Overhead Audit Rates and Audit Requirements – Each consultant under contract with the Department must comply with the policies as it relates to Overhead Audit Rates and Audit thresholds. A summary of the policy can be found at: http://dot.state.nm.us/content/nmdot/en/Program_Management.html#d
- c. The PFMD will review for mandatory requirements set forth in the RFP and distribute copies to the voting of the PSSC. A cover letter prepared in conjunction with the Chairman of the PSSC will be included with the distribution, stating the date, time and location of the PSSC meeting to review the proposals. This review meeting should be scheduled not later than two weeks after the submittal due date.
- d. The PSSC members will review and evaluate the proposals prior to the PSSC Review Meeting (see guidelines in Section 3.6.2, Evaluation Criteria for Proposals). Performance evaluations of the consultants on previous projects are available in PFMD for review.
- e. If, during the review process, a PSSC member finds that a proposal does not include the mandatory specifications or forms outlined in the RFP, the member will immediately notify the Chairman of this finding. The PSSC Chairman will consult with the NMDOT Chief Procurement Office (CPO) for a determination regarding the responsiveness of the proposal. Three courses of action may be taken:
 1. If a determination is made that the proposal is not responsive, the CPO, or designee, will immediately notify the PSSC members that the proposal is not responsive and should not be given further consideration. Also, the CPO, or designee will give written notification to the consultant that the proposal has been eliminated from further consideration.

2. If a determination is made that a clarification of the proposal is needed, the CPO, or designee, will request additional information from the consultant to clarify the area of uncertainty, with a deadline for re-submittal. The additional material will be distributed to committee members as soon as it is received.
 3. If a determination is made that the proposal is sufficient as originally received, the CPO will notify the member who raised the issue and explain the rationale for proceeding with the evaluation.
- f. The PSSC Review Meeting will be held to discuss the views of the selection committee members and review their individual proposal evaluations. Each PSSC member must sign a Declaration of No Conflict form, which acknowledges that as a member of the committee, they have not been influenced directly or indirectly by any of the firms that are being evaluated (see Appendix G). Scoring will not be discussed at this meeting. The meeting is an opportunity for members to discuss and share their independent assessment of each proposal.
- g. Upon the completion of the PSSC Review Meeting, the selection committee member scores will be due to the PFMD by the close of business on the following business day. The PFMD will create a tabulation sheet showing the results of the scoring with order of ranking.
1. Upon approval of the final scoring by the CPO, DS, and DDDC, PFMD will notify the top ranked consultant, PDE, and Regional Manager/District Engineer of the selection. The PFMD will also notify the unsuccessful consultants that they were not selected. For design/build projects, proposals and cost estimates will be returned to all unsuccessful bidders. If the unsuccessful bidders do not pick up their packets, they will be shredded.
 2. In the event of a tie, scores are too close, or based on the size and complexity of the project, the DDDC will determine if to conduct oral presentations. The consultants that have been identified to conduct oral presentations will prepare a presentation to the PSSC committee and present to all members at a given time and location identified by the department. The CPO determines a point value and each PSSC member will determine the distribution of the points to each team. The team with the highest score will be considered the top ranked consultant. Additional discussion or presentations may be necessary.
- h. The Project Development Engineer will arrange a date with the selected consultant to begin contract negotiations (see Section 4.2 and 4.3 for guidelines).

3.6.2 Evaluation Criteria for Proposals

Each member of the Professional Services Selection Committee (PSSC) will rate all Proposal submittals using the following evaluation criteria for Federal and State funded projects:

EVALUATION CRITERIA POINTS AVAILABLE

1. General Information	5
2. Specialized Design and Technical Competence	25
3. Capacity and Capability of the Offeror to Perform the Work	30
4. Past Record of Performance	25
5. Proximity to or Familiarity with Site Location	15
6. New Mexico Produced Work (state funded projects)	
7. Volume of Work Currently Being Performed	(Up to 4 pt Deduction)
8. New Mexico Preference Advantage (state funded proj.)	(5-10 Points Preference)

Total Maximum Allowable Points 100-110 Points

3.6.3 Summarizing Evaluations

Copies of the scoring sheets are made available to each member voting on the Professional Selection Service Committee (PSSC) prior to the date and time set for the review meeting. Voting members shall provide comments and justification for all scores. Following the meeting and calculation of scoring, the PFMD will distribute the committee's ranking to the CE, DDDC, and the Deputy Secretary for Operations.

3.7 DE-BRIEFING

Upon approval from the DS of the PSSC recommendation and the consultants have been notified of the selection decision, the unsuccessful consultants may request a de-briefing meeting or a telephone de-briefing for a period of up to three months following the selection. The main objective of the de-briefing is to help unsuccessful proposers understand any areas where they need to take action as a result of the PSSC feedback and determine their standing in the evaluations in order to be successful on future proposals. These meetings shall be in accordance with the New Mexico Procurement Code.

The PFMD, along with members of the PSSC involved in the selection process, shall be responsible for conducting the debriefing. It must be noted that de-briefs are not statutorily required and will be given at the discretion of the Department.

3.7.1 Right to Protest

Any bidder or offeror who is aggrieved in connection with a solicitation or the award of a contract, including a sole source procurement, may protest to the state purchasing agent or central purchasing office at the following website:
www.generalservices.state.nm.us/statepurchasing.

CHAPTER 4

CONTRACTING

4.1 OVERVIEW

This chapter presents contracting procedures for consultant services, including negotiations, insurance, contracting, notices to proceed and task assignments for on-calls.

The Department follows the Brooks Act also known as Quality Based Selection (QBS), NMSA and Procurement Code Regulations for the selection of Architects, Engineers and Land Surveyors.

4.2 PROJECT SCOPING MEETING (PRE-NEGOTIATION)

A team headed by the Regional Design Manager or PDE, and other bureau representatives as required, is responsible for negotiating the contract scope, work schedule and fee for all professional engineering and land surveying services contracts. The CE will be included on the Project Scoping team at the request of the Regional Manager or at the direction of the DDDC.

The general sequence of events during scope negotiations is outlined below:

- a. Schedule Project Scoping (Pre-Negotiation) Meeting – After the selection is approved by the Deputy Secretary of Operations, the selected consultant is contacted by the PDE to set up a time and location for a Project Scoping Meeting. The project pre-negotiation meeting should be held no later than two weeks after selection.
- b. Project Scoping Meeting – A Project Scoping Meeting is held to review the objectives, scope and complexity of the project with the consultant. The purpose of the meeting is to clarify and agree on the scope of services to be provided so that the consultant can prepare an accurate fee proposal. When feasible, the project pre-negotiation meeting should include a visit to the project site by the PDE, design bureaus, district and consultant team. The scope of work should be documented and presented to the consultant in enough detail to allow cost estimates on a task or sub-task basis. The final scope of work will later become an attachment to the contract. Additionally, a copy of the standard contract should be provided to the consultant, because the terms of the contract can affect the cost estimate.

4.3 CONTRACT NEGOTIATIONS

As with the scope negotiations, the contract fee is negotiated by a team headed by the Regional Design Manager or PDE, and other bureau representatives as required. The CE will be included on the Project Negotiation team at the request of the Regional Manager, PDE, or at the direction of the DDDC.

It is the goal of the Department that the time to complete contract negotiations from the Notice to Selection issued to the Consultant to an executed contract not exceed 60 calendar days. Every effort by both the Consultant and DOT should be made to meet this goal.

The general sequence of events during contract negotiations is outlined below:

- a. Independent Estimate – Prior to entering into negotiations, the PDE will update the independent man-hour estimate, with input from appropriate sections in the Department, to determine a reasonable cost for the services to be provided by the consultant.
- b. PFMD shall perform a check of the prime consultant engineer in responsible charge to ensure that no suspensions or debarment actions are pending via the New Mexico State Board of Licensure for Professional Engineers and Professional Surveyors website: <http://www.sblpes.state.nm.us/>. In addition, PFMD will consult the System for Award Management (SAM) Federal database to ensure eligibility of the prime consultant according to the FHWA records at the following website: <https://www.sam.gov/portal/SAM/#1>. A contract will not be executed until these checks have been completed.
- c. Wage and Labor Rates – Approved wage and labor rates will be determined at the time of negotiation based on certified wage and labor rates supplied by the consultant firm. The wage and labor rates approved at the time of negotiations will remain in effect for the consultant contract lump sum fee through the tenure of the phase negotiated. If supplemental phases are negotiated as part of the contract, the consultant may adjust the wage and labor rates at the time of negotiations for the supplemental phase. Supplemental phases must be included in the original RFP or justified through a Sole Source procurement.
- d. Negotiations for statewide on-calls and/or unit rate (indefinite quantity) contracts require:
 1. approved overhead audit rate (see section 3.6.1.b)
 2. approved wage and labor rates as determined during negotiations
 3. gross receipts tax and other applicable taxes.
 4. the use of incentive/disincentive clauses will be project specific and will be indicated in a specific RFP.
- e. Agreement – If both the Department and Consultant come to an agreement, contract processing can begin (see section 4.5).
- g. Failure to Reach Agreement – In the event that a satisfactory agreement cannot be reached with the top-ranked consultant, the DDDC will contact the Deputy Secretary for direction regarding further negotiations with the top-ranked

consultant or initiate negotiations with the second-ranked consultant. Negotiations will continue in this manner until an agreement is reached or until the supply of qualified consultants is exhausted, in which case consideration will be given to re-advertising or performing the work in-house.

4.4 INSURANCE REQUIREMENTS

Prior to processing the contract, the selected consulting engineering or land surveying firm must provide proof of insurance to PFMD. The proof of insurance must name the Department as an additional insured with respect to general liability, and must include the following coverage and limitations:

- a. Errors and Omissions - \$1,000,000 per claim and in the aggregate
- b. General Liability - \$1,000,000 per occurrence
- c. Auto Liability - \$1,000,000 combined single limit

In certain cases where the scope of the project is specialized in nature, the Department may, at its option, elect to require modified (increase or decrease) insurance coverage levels. If this occurs, the modified coverage level shall be clearly addressed in the RFQ/RFP.

4.5 CONTRACT PROCESSING

If the Department and Consultant come to an agreement, a contract is prepared with the “contract template” and scope of work, schedule and fee included. The PFMD is responsible for processing the contract. The consultant is responsible for following the conditions of the contract including the conflict of interest clause found in Article IV and in the General requirements of the contract. Several major steps are required for execution of a contract. Below are some of the steps:

- a. Assembly – The contract will consist of the Department’s “Standard Department of Transportation Contract for Engineering Services” with the agreed upon lump sum price included and the following material appended:
 1. Appendix A, “Scope of Work” which includes:
 - Tasks to be Performed;
 - Milestones;
 - Deliverables;
 - Design Criteria;
 - Location of Work
 - Project Schedule (listed in body of contract)
 2. Appendix B, Certificates of insurance.
 3. Appendix C, Unit rate schedule
 4. Campaign Contribution Form

- b. Signature Process—Several reviews and approvals are required to fully execute the contract.
1. Contract is sent to the PFMD for review and approval.
 2. Contract is forwarded by PFMD to Office of General Counsel (OGC) for review of legal sufficiency.
 3. Upon approval by the OGC, four contracts are sent to the awardee /consultant for review and concurrence on the fee, scope of work, schedule and signature.
 4. When the signed copies are received from the consultant, they are processed internally for remaining signatures from Taxation and Revenue Department for verification of the consultant's Tax I.D. number.
 5. Once the contract is returned from Tax and Revenue Department the contract is sent to the Deputy Secretary for final signatures.
 6. FHWA in conjunction with POD processes the Federal form if Federal funding is used for the project.
 7. The PFMD prepares the service contract (final fund encumbrance).
 8. All but one of the signed copies are retained by the Department. One copy of the signed contract will be mailed or emailed to the consultant along with the Notice to Proceed and invoicing instructions.

4.6 TASK ASSIGNMENT FOR STATEWIDE ON-CALL CONTINUING SERVICES CONTRACT PROCESS

The following steps are the process required to execute a task assignment for on-call service contracts.

- a. PDE sends a request for a man-hour fee proposal to the consultant detailing the requested scope and services.
- b. Consultant responds to the request with a proposed man-hour estimate and technical approach.
- c. PDE accepts or negotiates man hour/scope with Consultant.
- d. PDE is responsible for sending copies of task order, scope of work and price quote to PFMD.
- e. Notice to Proceed (NTP) is provided to the consultant by the PDE assigned to the Statewide On-Call Contract.

CHAPTER 5

WORK MONITORING AND CONTROL

5.1 OVERVIEW

This chapter of the manual covers those activities related to the on-going management of project documentation, dispute resolution, consultant services contracts, including project initiation, contract time, quality control, progress monitoring, technical reviews, contract changes during the progress of the work, and payment procedures for consultant services contracts.

The Department follows the NMSA and Procurement Code Rules for the selection of Architects and Engineers.

5.2 PROJECT INITIATION

After the contract is negotiated and signed, a written Notice to Proceed (NTP) is issued. The NTP, with a fully executed contract attached, gives the consultant the authority to begin work on the project. However, after the pre-negotiation meeting, if the consultant is still unfamiliar or unclear about Departmental procedures, contacts, etc. then prior to initiating the technical work on the project, it is desirable for the PDE to hold an kick-off meeting with the consultant.

The kick-off meeting should be scheduled by the PDE and held within 7 working days after the NTP is issued. The meeting should be attended by the PDE and Regional Manager assigned to the project, other Department staff with an interest in the project, and the consultant's project manager and key staff members.

Objectives of the kick-off Meeting are to:

- a. introduce the Department and consultant project team members;
- b. set the proper tone for the project team working relationships, lines of communication, and information exchanges, e.g., clearly establish the principal contacts for both the Department and the consultant regarding technical and administrative issues;
- c. review project objectives, critical design issues, and any Federal, State, or local requirements that will govern or affect the services to be provided;
- d. review the Department's requirements for technical reviews, quality control, progress reporting, and invoicing;
- e. review the Department's performance evaluation program, including timing and content of evaluations and consultant's method for responding to the evaluations;
- f. discuss the procedures for conflict resolution; and

- g. review the consultant's detailed work plan, schedule, and any key dates that affect Department or consultant actions such as providing date, delivering plans, or attending review meetings and public hearings.

5.3 CONTRACT TIME

The executed contract contains a completion date(s) based on a total number of days to complete the work described in the scope of work. The consultant will be subject to liquidated damages if certain completion dates or project milestones in the contract have not been met. These completion dates shall be established during contract negotiations for the project between the consultant and the PDE. If the Department determines project urgency, the Department may elect to use incentive dates. The incentive dates will be placed on specific activities which drive the overall project schedule. Incentive and disincentive dates and conditions will be described in the RFP. Extensions to deliverable deadlines may be requested by the PDE or the consultant; however, extensions will only be considered when justified by the addition of extra work, or when a change in the conditions related to execution of the contract necessitates additional time to complete the work. No extensions can be made beyond the four year term of the contract.

If a contract is placed on hold for reasons beyond the consultant's or the Department's control, the consultant shall stop all work on the contract and the contract time will stop elapsing. Upon the Departments release of the contract from hold status, the consultant may resume work on the contract. The PDE along with consultation from PFMD, will re-calculate the completion date based on the remaining contract time, and will officially notify the consultant of the new completion date(s). If the hold status is required due to the consultant's activities or lack of performance, the contract time may or may not be adjusted upon release of the hold status based on the discretion of the PDE.

5.4 QUALITY CONTROL REQUIREMENTS

In order to certify that the Consultant has an acceptable Quality Control/Quality Assurance Plan in effect, they must submit a project specific version of this plan in report form within fifteen (15) working days of the NTP. The report should include, at a minimum, the following information:

5.4.1 Overview

- a. Use of the corporate QA/QC plan tailored to the individual project.
- b. Demonstrate training of team members in QA/QC process.
- c. Show clear understanding of the Departments standards and objectives for the project.
- d. Distribute a copy of this QA/QC Report to all team members as outlined in chapter 140.7.2.3 of the NMDOT Design Manual.

5.4.2 Responsibility for QA/QC Plan Implementation

- a. Identify the consultants primary person responsible for implementing the QA/QC Plan.
- b. Identify the consultants primary person responsible for coordinating interdisciplinary technical reviews and quality/constructability reviews.
- c. Identify the consultants primary person responsible for auditing the QA/QC plan implementation.

5.4.3 Procedures to be documented in the QA/QC plan

- a. Method by which designers and technicians check each other's work.
- b. Provisions for independent design checks.
- c. Design computation procedures to check all design work.
- d. Requirements for performing QA/QC process on all project documents.
- e. Project Specific Items (In this section the consultant should tailor the elements of the QA/QC Plan specifically to the project by addressing special design features, coordination issues, documents or computer programs expected to be used, etc.)
- f. As part of the project specific quality control plan, the consultant will develop procedures to effectively "sell the project." This item is evaluated under the communication and responsiveness items under the Project Administration element of the Consultant Evaluation Form for Design. Selling the project will continue to remain part of the Public Information aspect related to Preliminary and Final Design.
- e. The PDE will be responsible for ensuring that the QA/QC plan developed by the consultant is followed.

5.5 **PROGRESS MONITORING**

To effectively monitor project progress, there must initially be a clear definition of the project scope. The project scoping meeting with the consultant should result in a realistic and detailed work plan and schedule to guide the project development process for both the Department and the consultant. With this initial schedule as a baseline, monthly progress can be monitored and compared with the baseline. There will be unforeseen circumstances that will cause current progress to move ahead or fall behind the original plan, but routine delays that are often encountered on certain types of projects should be anticipated, with some float built into the schedule to accommodate them. Also, with a well developed initial schedule, the overall project impact caused by a delay on one activity can be more readily assessed. Refer to Chapter 7 for additional information.

5.5.1 Schedule Preparation

There are numerous computer-based project scheduling packages on the market, ranging from relatively simple and inexpensive models to highly sophisticated, powerful, and expensive models. The Department may require that schedules be prepared in Primavera Project Planner (P3) using departmental activity codes for all key activities. If the use of this program is a requirement of the project, the Department will clearly state it in the RFP. PDE's should evaluate the benefit of requiring the consultants to use a computer-based project scheduling system on a project specific basis. If they determine use of a P3 based schedule is advantageous, the consultant shall be required to provide critical path method activity networks and project schedules in a Gantt Chart format. For complex projects, a resource loaded schedule showing manpower projections and key task assignments may also be required at the PDE's discretion.

If the contract requires, the consultant should prepare the detailed schedule for the project using the agreed upon contract dates for key events as the control points for the schedule. The schedule should clearly define activities and events to be performed by the Department and the consultant. If reviews or activities by other agencies are required, these should be anticipated and scheduled as well. The schedule should be presented for review and approval at the kick-off meeting, discussed above. Once approved, the schedule shall be set as a baseline schedule against which progress can be measured. The baseline schedule shall be submitted to the PDE within five (5) working days of approval.

5.5.2 Progress Reports

The consultant is required to submit a progress report when submitting an invoice for payment. The invoice and the progress report will be reviewed for consistency and effort.

The progress report should be clearly identified as such and should contain:

- a. Project Identification – Include Project Name, Project Number, Project Control Number, Contract Number, Contract Expiration date
- b. Reporting Period – The month or period covered by the report.
- c. Narrative Discussion of Project Status – Include the following:
 1. discussion of work accomplished since the last progress report,
 2. discussion of work planned to be accomplished before the next progress report,
 3. description of any outstanding issues or concerns, and
 4. statement of overall percentage of project completion;

5.5.3 Progress Meetings

At the option of the PDE, a progress review meeting may be held independently, on a monthly or as-needed basis, or in conjunction with a technical review meeting. If the project is progressing well and the project is of long duration (e.g., nine months or more), a regular monthly progress

review meeting may not be required. However, if the project duration is less than nine months, or if the schedule appears to be slipping for reasons within the consultant's control, then monthly review meetings should be held to keep attention focused on the project. On projects with short time frames, small delays can be difficult to make up unless extraordinary effort is made to keep the project on schedule. On very complex projects, or those that require extensive coordination with multiple outside agencies, monthly coordination meetings may be held to facilitate the on-going coordination of activities and to reduce the likelihood of those entities outside the control of the Department or the consultant from adversely impacting the schedule.

5.5.4 Schedule Delay

If the PDE determines that the project is falling behind schedule, the reason for the delay should be determined. If the delay is determined to be within the consultant's control, a request should be made in writing to the consultant for a plan to get the project back on schedule. It should also be stated in the request that if the consultant does not make every attempt to get the project on schedule that liquidated damages will be imposed. Please refer to Section 5.12 for discussion of liquidated damages. If the delay is being caused by the Department or by circumstances beyond the consultant's control, the PDE should determine what, if anything can be done to expedite the project.

A schedule delay can have an adverse effect on the project letting date and, in turn, adversely affect the Department's use of construction funds. If recovery from a schedule delay is not likely and if the delay will likely move the project completion date into a new quarter or new fiscal year, the PDE should immediately notify the Regional Design Manager and, in turn, other Department units that may be concerned with fund management.

If the schedule delay is of sufficient magnitude that the contract completion date is not likely to be met, the responsible party (Department or consultant) should request a time extension with an explanation of the circumstances necessitating the extension.

5.6 TECHNICAL REVIEWS

This section addresses general requirements and stages of technical reviews for projects that are underway.

5.6.1 General Requirements

The consultant has total responsibility for the correctness, accuracy, quality control, and completeness of all project documents prepared under their contract with the Department, and shall check all materials accordingly.

If errors and omissions are not caught by the consultant during the design phase, or by spot checks made by the Department, then the consultant will be responsible for any damages or delays resulting from the errors and omissions during construction, through the consultant's professional liability or errors and omissions insurance.

Also, the consultant's performance will be evaluated at key points throughout the design process. Failure to perform the work satisfactorily will result in a low rating, which in turn will reduce the consultant's chances for obtaining additional work with the Department in the future. Performance evaluations are further discussed in Chapter 7.

Each sheet of each plan submittal by the consultant will bear the seal of the New Mexico Registered Professional Engineer or other appropriate registered professional in responsible charge of the work. In addition, the plans will be accompanied by a written certification, signed by the Engineer, stating that the plans are complete (as appropriate for each phase of work), accurate, and in compliance with all applicable standards and specifications.

5.6.2 Technical Review Stages

Technical reviews of work completed by the consultant will be held at key milestones, or stages, of the design process. At each review, the consultant's performance in terms of quality and timeliness of the work will be evaluated. During pre-construction, the evaluations leading up to the PS&E stage (100% construction plans) will be done by the PDE, with input from other specialists in the Department, and sent to the PFMD for filing. The PS&E assembly will be evaluated by the P.S. & E. Section. When construction has been completed, a final evaluation of the consultant's plans will be done by the Construction Project Manager, CCRB and PDE from the viewpoint of the construction operation, and sent to the PFMD for final tabulation and filing.

The stages at which technical reviews and evaluations are to be done on typical design projects are listed below:

- a. Preliminary Design
- b. Grade and Drain
- c. Plan-in-Hand
- d. Plans, Specifications, and Estimates (PS&E)
- e. Construction Project Manager Evaluation

Immediately after each review, the PDE will record a score for each applicable item on the evaluation sheet. The evaluation should be done while the results of the review are still fresh in the mind of the PDE. The evaluation forms and their recording and retention procedures are discussed in Chapter 7.0 – Performance Evaluations, and included in Appendix C. Special studies may require special evaluation sheets to be drawn up to suit the nature of the work being performed.

5.6.3 Level of Detail

The Department will not provide an extensive check of any plans submitted by the consultant. The Department will review these materials only for conformity with Department procedures and terms of the contract. Review by the Department does not include detailed review or checking of project

design or details, or the accuracy of those items included in the project documents. Acceptance of the plans by the Department does not mean that the consultant is relieved of responsibility for errors and omissions. Any errors or omissions in the plans, specifications, and estimates will still be the full responsibility of the consultant. Corrections will be made by the consultant at no additional cost to the Department. Specific requirements will be included in each consultant agreement document.

The Department's review of the materials submitted will be limited to the following:

- a. basic design concepts at field reviews,
- b. proper format of the plan sets,
- c. completeness of the plan sets,
- d. incorporation of required basic information,
- e. incorporation of design recommendations made at previous reviews,
- f. conformance with established design standards,
- g. use of proper quantity bid items/tabulations, and
- h. conformance with approved environmental documentation and mitigation measures.

5.7 PROJECT DOCUMENTATION

In general, the PDE is responsible for maintaining a consultant project management file with all pertinent records related to the execution of the contract and progress of the project. These files shall be kept at each District or Regional Design Office at all times. Some elements of the project file may be maintained in other locations in addition to or instead of the PDE's project file. At a minimum, the project file should contain the following items:

- a. copy of the contract and all amendments (originals maintained by PFMD and Infrastructure Administrators);
- b. documentation of the negotiation history;
- c. copy of consultants QA/QC plan;
- d. copies of monthly progress reports and schedule updates;
- e. copies of performance evaluations (originals maintained by PFMD);
- f. copies of all meeting minutes;

- g. copies of all correspondence generated by the project;
- h. copies of all submittals;
- i. copies of all review comments and their resolution; and
- j. any other pertinent documents or items.

5.8 DISPUTE RESOLUTION PROCESS

It is the Department's desire that disputes be resolved at the lowest possible level. In the event that a conflict on project-related issues should arise between the consultant and the PDE or another member of the design team and a satisfactory resolution cannot be reached, the Dispute Resolution Process should be initiated. The Dispute Resolution Process involves bringing the matter to the attention of successively higher levels of authority until a settlement can be reached. As a last resort, the Claims Review Board will make the final decision on the proper resolution of the issue. The hierarchy of authority for Dispute Resolution is:

- a. Regional Design Manager or District Engineer
- b. Program Management Manager
- c. Office of Infrastructure Chief Engineer, and
- d. Department's Claims Review Board

If the conflict cannot be resolved by the design team, the PDE will notify the Director of PFMD and Regional Design Manager/District Engineer of the dispute and the issues involved. If the Director of PFMD and Regional Design Manager/District Engineer cannot reach agreement with the consultant, the Program Management Manager will be notified of the dispute and issues involved. The Program Management Manager will review the issues and make a recommendation. If an agreement cannot be reached at this level, the CE will be notified of the dispute and the issues involved. The Chief Engineer will review the issues and make a decision regarding the need to have a review by the Department's Claims Review Board or to terminate the contract for cause. The Chief Engineer will obtain the concurrence of the Secretary for either course of action and proceed accordingly.

5.9 SCOPE CHANGES

When significant changes occur in the scope, character, or complexity of the work, a supplemental or amended agreement may be negotiated if it is mutually agreed that such changes are necessary. The consultant will prepare a revised scope of work, updated schedule, and labor and cost estimate for review and approval by the Department. If the change in scope is approved, a supplemental or amended agreement will be processed, following normal Department contracting procedures.

No claim for extra work done can be made prior to receipt of a duly executed supplemental or amended agreement and Notice-to-Proceed.

5.10 KEY PERSONNEL CHANGES

Consultant firms are selected for contracts based in part on the team of personnel presented in their proposal. Any changes to the key personnel identified in the consultant's proposal must be submitted in writing for the approval or denial to the Department prior to the change being implemented by the consultant.

5.11 PAYMENTS AND INVOICES

The Consultant may invoice the Department for work performed or partially completed under a valid contract, but not more frequently than once each month. Invoices may not be submitted for any month in which no work was done. Invoices should only reflect monies due for services performed during the reported billing period.

5.11.1 Routine Processing

The invoice will be submitted on the consultant's letterhead, and shall follow the Department's standard billing form indicating the amount due based on percent complete. The invoice must be consistent with the progress stated in the progress report. A sample invoice layout is shown in Figure 2. Additionally, a notarized copy of Form for Race Conscious and Certified Payment (Form No. A-644) must accompany each invoice and a progress report. A copy of Form A-664 is included in Appendix D.

Invoices shall be submitted directly by the consultant to the Infrastructure Administrative staff via email at NMDOTConsultantInvoice@state.nm.us. The Infrastructure Administrative Staff will confirm accuracy and compliance with contract limitations, determine retention, ensure invoice date is correct, and ensure Form A-644 and progress report is attached. Once all is accepted by the Administrative Staff, the invoice including all attachments will be forwarded to the PDE to review the invoice amount in relation to the consultant's progress. If the invoice is consistent with consultant's progress and progress report, the invoice will be approved for payment and forwarded to the Regional Manager, CE, or DDDC. The Infrastructure Administrative Staff will confirm all parties' approval of the payment invoice and forward for processing. The Infrastructure Administrative Staff then prepares a payment voucher for the invoice, and obtains the proper approvals.

5.11.2 Overpayment Precaution

The Department is not responsible for any additional work performed by the consultant prior to receipt of a duly executed supplemental or amended agreement and notice to proceed. Any extra work performed by the consultant without an executed written agreement is done at the consultant's risk.

5.11.3 Discrepancies on Invoices

If an invoice is found to be inaccurate or inappropriate based on the work performed by the PDE or Infrastructure Administrative Staff, the invoice will be disapproved immediately of finding discrepancy and the consultant will be informed of defect or objection and will provide remedial action. If the invoice is missing required progress report or Form A-644 upon receipt, the consultant will be notified for remedial action and asked to re-submit with a new invoice date. Upon re-submittal of a corrected invoice by the consultant, routine processing may proceed.

5.11.4 Amended Agreements/Invoices

When a contract is amended for a fee amount and associated work, the consultants request for payments shall reflect the addition of amended services and fees. The amended services and fees shall institute a separate work description and fee sub-total in the consultant request for payment.

5.12 LIQUIDATED DAMAGES

Should the Consultant fail to satisfactorily complete the work and services on or before the contract completion date(s) as provided for in the contract, liquidated damages may be assessed and withheld from final payment. Liquidated Damages and Termination for Default shall be assessed as reflective in the consultant contract. The consultant must adhere to the current version of the Errors and Omissions (E&O) Policy and Procedures which can be found on the Departments website.

The Department reserves the right to award incentive fees when a consultant completes assignments prior to the contract completion date(s) or key milestone date(s) during the progress of the project. The pre-set amount shall be based on the complexity of the project.

The amount of the incentive fees shall be negotiated into the contract in the same manner as liquidated damages. A full explanation of the liquidated damages policy can be found in the Article 1, Section 5 of the New Mexico Contract for Engineering Services boiler plate.

FIGURE 2 SAMPLE INVOICE LAYOUT

Consultant Name _____
 Address _____
 Phone/Fax _____

ATTENTION *New Mexico Department of Transportation
 Professional Services Contract Management Bureau
 P.O. Box 1149
 1120 Cerrillos Rd., Room 207
 Santa Fe, NM 87504-1149*

Date: _____ Contract Expiration Date: _____
 Billing Period: _____
 Invoice # _____ Project Manager _____
 Contract # _____ Contact Name and Phone _____
 Control Number _____
 Project Number: _____

<i>Example</i>	<i>Example</i>	<i>Example</i>	<i>Example</i>	<i>Example</i>	<i>Example</i>
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>f</i>
Task/Phase	Approved	Billed	Percent	Previous	Percent of
Description	Estimate	Amount	Task	Billed Amount	Total
	Amount		Complete		Contract Billed
1	\$69,891.06	\$69,891.06	100.00%	\$69,891.06	12.5930%
2	\$3,021.57	\$3,021.57	100.00%	\$3,021.57	0.5444%
3	\$78,243.82	\$78,243.82	100.00%	\$78,243.82	14.0980%
4	\$178,176.37	\$89,088.19	50.00%	\$41,247.83	16.0519%
5	\$16,163.29	\$16,163.29	100.00%	\$16,163.29	2.9123%
6	\$148,279.26	\$8,096.05	5.46%	\$442.04	1.4587%
7	\$16,093.99	\$15,949.14	99.10%	\$6,719.37	2.8737%
TOTALS	\$509,869.36	\$280,453.12		\$215,728.99	50.5321%

Total Contract	\$555,000.00
Total Billable Amt (95% of approved contract amt)	\$527,250.00
5% Unassigned	\$27,750.00
Total Billed Amount	\$280,453.12
Less Retainage	\$0.00
Subtotal	\$280,453.12
Previous Payments	\$215,728.99
Subtotal	\$64,724.13
Plus Gross Receipts Tax	5.8125% \$3,762.09
Total Due	\$68,486.22

CHAPTER 6

CONTRACT CLOSE OUT

6.1 OVERVIEW

This chapter of the manual provides guidelines for close-out of the contract and making the final payment to the consultant.

6.2 CLOSE-OUT CHECKLIST

Prior to releasing the payment retention and making the final payment to the consultant, the PDE will make a determination that the consultant has completed all required work and has submitted all required deliverables.

The following checklist assembled by the PDE, is a general guideline for most projects and should be amended, if necessary, to meet the requirements of a specific project:

- a. Request for Proposal;
- b. Contract Negotiation Documentation;
- c. Contract (including amendments);
- d. Progress Payment Documentation;
- e. Contract Deliverables (Reports, Plans, Studies)
- f. Liquidated Damages Assessment Report
- g. Contract Closeout Documentation (Final Invoice, Notice to Close)

6.3 FINAL PAYMENT

When all project work and required submittals have been completed, the consultant may submit the final progress report and final invoice. The final submittal will be accompanied by a letter signed by the professional in responsible charge, stating that all contract requirements have been fulfilled and that the enclosed invoice is the final invoice for the project and that no further charges are pending with the exception of retention. A separate invoice will be submitted for release of all retention.

The PDE will check the final invoice and verify that all work has been completed, once this has been completed the PDE shall fill out the Liquidated Damages Assessment Form and submit to PFMD. When satisfied that all requirements have been met, the PDE will approve the final invoice. A separate invoice for the release of retention request will then be processed and forward the document through the normal channels for final payment as per the flow chart on Figure 1.

6.4 RECORD RETENTION

The PDE will make sure that all drawings, calculations, correspondence, notes and other records associated with the project are placed in the Departments permanent project file. The consultant shall provide a CD or jump drive to the PDE for the PDFM records. The consultant shall maintain a copy of all books, documents, drawings, financial records and other documents pertaining to a project for a period of no less than five (5) years after the completion of the contract.

6.5 OWNERSHIP OF MATERIALS

All documents developed by a consultant engineering or surveying firm under a contract with the Department are the property of the State. This includes drawings, tracings, reports, field notes, specifications, design calculations, quantity calculations, cost estimates, computer file data and other deliverables. Unless otherwise specified by the PDE, these materials are to be delivered to the Department prior to closing out the contract and making final payment to the consultant. The consultant is fully responsible for these items prior to their delivery to the Department, and shall replace any item lost or destroyed prior to final delivery at no additional cost to the Department.

6.6 PATENTS AND COPYRIGHTS

Any documents or deliverables described in Section 6.5 above that may be patented or copyrighted are the property of the Department and shall not be used or released by the consultant or any other person unless prior written approval is granted by the Department. In addition, the following restrictions apply:

6.6.1 COPYRIGHTS

In the event permission is granted to obtain a copyright, the Department, and if applicable the FHWA, shall be granted the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the material, and to authorize others to use the material for government purposes. Publication by either party shall give credit to the other party and the FHWA, if applicable.

6.6.2 PATENTS

If a patentable invention occurs under a Federal-aid contract, the U.S. Government may reserve the right to acquire the principal or exclusive rights to the invention. The rights and responsibilities of all parties are specified in 41 CFR 1 – 9.1.

6.6.3 RECORD KEEPING AND DOCUMENTATION

The consultant will be fully responsible for establishing and maintaining effective identification procedures for any patentable invention or discovery. These procedures shall include maintenance of records necessary to document the conception or first application of the invention or discovery.

The consultant shall provide the Department with the following information:

- a. A complete technical disclosure for each patentable invention or discovery within 6 months after the conception or first application. The disclosure should identify the contract and the inventor, and include a sufficiently detailed description to understand the purpose, nature and operation of the invention or discovery.
- b. Patent agreements to effectuate the provisions of this clause obtained from all persons employed by the consultant who performed any part of the work under the contract, except for clerical or manual labor.

6.6.4 ASSIGNMENT OF RIGHTS

The Department shall have all rights accrued from any patentable invention or discovery made by a consultant under contract to the State, with the exception of those rights claimed by the U.S. Government under item 6.6.2 above. The Department will grant the consultant an irrevocable, non-transferable and royalty-free license to use each invention or discovery in any lawful manner in any location in which the consultant conducts business.

6.7 DISPUTE RESOLUTION

In the event that any disputes should arise during final close-out of the project, the standard Dispute Resolution process should be followed (See Section 5.8).

CHAPTER 7

PERFORMANCE EVALUATION

7.1 OVERVIEW

This chapter describes procedures for evaluating consultant performance, and maintaining the data for future use in the consultant selection process.

Consultant performance evaluation is important for two reasons. First, it provides a means of monitoring the quality of work done on a specific project. If done properly, in stages as the project progresses, performance evaluations can result in a better product than if the evaluation is done only at the end of the project. Second, the cumulative record of performance on previous projects is a key element in evaluation of the consultant's qualifications for future work.

The current practice of staged performance evaluations provide the consultant an opportunity to improve performance as the work progresses. Additionally, the staged approach to performance evaluations provides an opportunity to open lines of communication between the Department and the Consultant to ensure that appropriate measures are being undertaken to meet the schedule, cost and quality goals of the project to all parties' satisfaction.

7.2 EVALUATION PROCEDURE

During the technical review of each major phase of a project, as outlined in Section 5.6.2, the PDE will rate the consultant's performance. Where necessary, the PDE will obtain input from other members of the project team in specialty areas such as bridge, design, traffic, drainage, utility, and geotechnical.

Sample evaluation forms for design projects that may be used for this purpose are shown in Appendix C. Each item is rated on a scale of unsatisfactory to exceeds expectations. All evaluations should be recorded on the form in ink to preserve the integrity of the data. When evaluating the consultant, the PDE shall consider all factors included any and all amendments associated with time and/or additional compensation. If the amendment is associated with additional scope/compensation or time that was requested by the NMDOT as additional services, the consultant should not be negatively rated. If the consultant was requesting additional time and/or compensation due to the schedule going beyond the agreed upon completion date or lack of understanding of the scope, the consultant shall be rated accordingly.

Not all items will apply to every job. If not applicable, the designation of N/A should be noted.

The PDE will complete the consultant's evaluation form and forward to PFMD for filing in the project file until the design services have been completed. One copy each of the evaluation form will be submitted to the consultant and the other shall be retained in the project file. The original evaluation form will be sent to the PFMD.

PFMD will keep the original of the completed form in the Consultant project file. The evaluation form should be complete for each phase completed (i.e. Phase I, Phase II, etc.). The only remaining evaluation to be performed is at completion of construction.

Once the project is substantially complete, the Project Manager of the construction project will inform the PDE via email and the evaluation form will be forwarded to the PM. The Project Manager, Construction Bureau Liaison, and PDE will evaluate the consultant from the viewpoint of the quality of the plans for construction purposes. The completed form will be returned by email to the PFMD.

The PFMD will ensure that an evaluation form is completed and returned. If necessary, the PFMD will contact the PDE or the Assistant District Engineer to obtain the completed evaluation form for the project.

A copy of the performance evaluation form will be sent to the consultant by PFMD after the completion of each review. A cover letter will accompany the form, and if applicable, will summarize the areas in which the consultant needs improvement. This is done so that the consultant will know the areas in which improvement is needed in a timely manner, allowing those improvements to be made during the progress of the contract.

In the event the Consultant disagrees with any portion of the performance evaluation, they may prepare a response letter to address the areas of disagreement. Response letters should be addressed to PFMD, and will become a part of the Consultants project file .

If a Consultant's performance is rated as "needs improvement" or "unsatisfactory" in three (3) or more areas, the Consultant may be requested by PFMD to meet with PFMD and the PDE to propose a method to remedy the performance shortcomings. Documentation of the meeting, proposed remedy and the outcome of the corrective time period will be placed in the Consultant project file.

Each time a consultant completes a project, a completed evaluation form will be added to the Consultants project file. PFMD shall retain all completed evaluation forms on record for a period of five (5) years following the completion of each of the phases that they are under contract for including the Construction Phase evaluation.

The final rating of the evaluations for each consultant shall be summarized in the Consultant Performance Spreadsheet (CPS). The CPS and the project specific evaluations shall be made available to the PSSC for rating the past performance of the Consultant's qualifications. Although no specific point value is assigned to the CPS, the PSSC shall use this in the scoring of the past performance rating category in conjunction with materials provided in the Consultant's proposal.

CHAPTER 8

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

8.1 OVERVIEW

This chapter of the manual briefly covers the Disadvantaged Business Enterprise (DBE) Program that is required under Federal law for New Mexico to be eligible to receive Federal-aid highway funds, Federal transit funds, and Federal airport funds. Detailed up-to-date information on this program should be obtained from the Department's Construction and Civil Rights Bureau. The DBE Program does not apply to non-Federal-aid projects or programs.

8.2 PROGRAM REQUIREMENTS

The Department's DBE Program is set out in 18 NMAC 28.2 and has been established in compliance with the US Department of Transportation (USDOT) Regulations. The objectives of the DBE program are:

- a. To ensure nondiscrimination in the award and administration of USDOT assisted contracts in the connection with USDOT's highway, transit, and airport financial assistance programs;
- b. To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- c. To ensure that the USDOT's DBE program is narrowly tailored in accordance with applicable law;
- d. To ensure that only firms that fully meet the eligibility standards specified in 49 CFR Part 26 are permitted to participate as DBEs;
- e. To help remove barriers to the participation of DBEs in USDOT assisted contracts;
- f. To assist the development of firms that compete successfully in the marketplace outside the DBE program;
- g. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs; and
- h. To comply with the New Mexico Procurement Code NMSA 13-1-28 through 13-1-199, 1978, as amended, and any applicable regulations thereto.

The Federal regulations observe a national aspiration goal of 10% DBE participation in Federal-aid public works construction and require the primary recipients to establish yearly overall goals based upon the local availability of DBEs ready, willing and able to participate. The Department with approval of the State Transportation Commission establish the annual state goal and submit

to the FHWA by August 1 of each year. The Department is committed to strive to meet the annual DBE goal in both the Federal-aid construction and the consultant design programs.

In order to ensure that all recipients of USDOT assisted contracts do not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE Program, all consultant contractors, local government, and all other consultants/contractors are required to submit the following pre-award DBE form requirements:

- a. Form No. A-645: EEO Employee Data and Policy Statement Information. Appropriate information and certification shall be submitted with the Proposal.
- b. Form No. A-1013: Design or Other Consultant Offeror's List. This is to be submitted by all design or other consultants at the time of submittal of the proposal. Failure to submit this form at the time of submittal of the consultant proposal will render the proposal non-responsive. Upon review of the A-1013, OEOP shall verify that a "Participating Contractor or Consultant Annual Profile Registration" form has been received from all listed. OEOP will assure that this form is submitted by the design consultant, sub design consultant or other consultant to the OEOP once a year between October 1 and September 30.
- c. Form No. A1014: NMDOT DBE Annual State Goal(s) Awareness Certification. This form shall be submitted by all offerors at the time a proposal is submitted for Federally assisted contracts.
- d. Form No. A585B DBE A-2 (for race conscious measure projects): Race Conscious Measure Project Contract Goal for Disadvantaged Business Enterprise Program for Design Consultants or Other Consultants. This form shall be completed by all responsible offerors and included with other required documents in the "Proposal Package" upon successful negotiations for consulting services. An offeror's written assurance will be considered binding.

Each contract the Department enters into with a construction contractor, design consultant and other consultants or recipient on a USDOT assisted project shall ensure that such contract and subcontracts shall include the following DBE assurances:

- a. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The Department shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and the administration of DOT assisted contracts. The Department's DBE Program, as required by CFR 49 part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Department of its failure to carry out its approved program, the US DOT may impose sanctions as provided for under part 26 and may, in appropriate cases,

refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- b. The contractor/sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- c. Notice to Contractors - regarding Prompt Payment, Retainage, and Overconcentration program changes.
- d. The Department's DBE Program, 18 NMAC 28.2, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated herein by reference and made part of this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Contractor/Consultant of its failure to carry out the terms and conditions of the DBE Program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- e. From time to time the Department shall receive interpretations from US DOT, which shall be binding on Department, sub-recipients and contractors.

The design consultant/offeror or other consultants shall keep such records as necessary to ensure compliance with its DBE utilization obligations. As requested, the design consultant/offeror or other consultants will submit all subcontracts and other financial transaction documentation executed with DBEs in such form, manner and content as prescribed by the Department. All such records must be retained by the design consultant/offeror or other consultants for at least five (5) years after project acceptance by the FHWA following the completion of the contract. These records shall be available for inspection by the Department, the FHWA, the US DOT or other appropriately sanctioned New Mexico state agencies or Federal agencies or departments. The following forms are required to be submitted by the design consultant/offeror or other consultant:

- a. Form No. A-1012: Participating Contractor's or Consultants Annual Profile Registration. This form is to be submitted by the contractor, subcontractor, design consultant, sub design consultant or other consultant to the OEOP once a year between October 1 and September 30.
- b. Form No. A-644: Monthly Prime Contractor of Prime Consultant Payment Information. Upon award of project, the top half is to be completed by the consultant/offeror and submitted to the Consultant Management Unit on a monthly basis. Incomplete submission of Form No. A-644 with the monthly estimates will result in delay of payment.

APPENDIX A
FHWA REGULATIONS

TITLE 23 – HIGHWAYS

PART 172 – ADMINISTRATION OF ENGINEERING AND DESIGN RELATED SERVICE CONTRACTS

A copy of the Code of Federal Regulations policy for the titled subject can be found at the following website:

<https://www.gpo.gov/fdsys/pkg/CFR-2017-title23-vol1/pdf/CFR-2017-title23-vol1-part172.pdf>

APPENDIX B

**NMDOT ADMISTRATIVE
POLICIES AND MEMORANDA**

TITLE 18: TRANSPORTATION AND HIGHWAYS
CHAPTER 28: HIGHWAY CONTRACTING AND
BIDDING

PART 3: SELECTION COMMITTEE FOR
QUALIFICATION BASED PROPOSALS

A copy of the above referenced policy can be found at the following website:

<http://164.64.110.239/nmac/parts/title18/18.028.0003.htm>

APPENDIX C
PERFORMANCE EVALUATIONS

Explanation of Evaluation Form

The Project Development/Consultant Section is responsible for preparing performance evaluations for each project developed by outside consultants. The purpose of the evaluation is to provide feedback to the Consultant as well as the Department so that the quality of the highway program may be improved. The evaluations may be used as input for the selection of consultants in future projects.

The Consultant's performance on a design project is evaluated after each milestone of the contract. The evaluation for each phase of the contract is prepared after the work required by that phase of the contract has been completed and generally follows the outline of the work performed in the phase. The work elements have been broken down into two parts. Part I, Project Administration, evaluates how the project was managed and the interaction between the Consultant and the Department. Part II, Project Submittals, evaluates the quality of the final products required by the contract.

Explanation of Terms

- Rating = Letter value describing the Consultant's performance on a particular work element.
- General Rating = Letter value given for this part of the evaluation based on a weighted average for these elements.
- Overall Rating = Letter value given based on all elements pertaining to this project.
- E = Performance that consistently exceeds expectations. Examples include substantial design and construction cost and time savings, complete and error free work products well beyond the average work product typically submitted by consultants.
- G = Performance that exceeds expectations. Performance on these elements is above the average expected for this project.
- S = Performance that met the requirements as described in the contract. Some comments made by the Department on the work products required resolution.
- N/A = Items that are not applicable to the specific contract/ task
- NI = Expectations were occasionally met and a significant amount of comments made by the Department required resolution.
- U = Performance consistently failed to meet expectations. Significant amount of rework was required to meet the requirements of the contract.

The Consultant may provide comments to the evaluation which shall be sent to:

New Mexico Department of Transportation

Preliminary Design Bureau

Consultant Management Unit, Room 133

P. O. Box 1149

Santa Fe, New Mexico 87504-1149

Phase I Services

Control Number: _____	Project Number: _____
Project Description: _____	
Consultant: _____	Project Manager: _____
Project Development Engineer: _____	Contract Amount: _____
Sub-Consultants: _____	
Surveying: _____	Other: _____
Environmental: _____	Other: _____
Right-of-Way: _____	Other: _____

Elements	Rating	
I. Project Administration – 50%		
A. Communication	_____	
B. Responsiveness	_____	
C. Schedule Adherence	_____	
D. Cooperation	_____	
E. Coordination	_____	
General Rating Part I:	_____	Ratings:
II. Project Activities - 50%		
A. Alignment Study	_____	E = Exceeds Expectations*
B. Location Survey & Mapping	_____	G = Good, Above Average
C. Preliminary Property Ownership Maps	_____	S = Meets Expectations
D. Traffic Studies	_____	NI = Needs Improvement*
E. Environmental Process & Documents	_____	U = Unsatisfactory*
F. Utility Designation, Location & Mapping	_____	
G. Drainage Reports	_____	
H. Preliminary Roadway & Bridge Plans	_____	* Provide Explanation
I. Preliminary Right-of-Way Needs	_____	
I. Quality Assurance and Quality check on deliverables.	_____	
General Rating Part II:	_____	

III. Overall Rating _____

IV. Remarks (Attach additional sheets as necessary):

Evaluation By: _____	Date: _____
----------------------	-------------

Phase II Services	
Control Number: _____	Project Number: _____
Project Description: _____	
Consultant: _____	Project Manager: _____
Project Development Engineer: _____	Contract Amount: _____
Sub-Consultants:	
Surveying: _____	Other: _____
Environmental: _____	Other: _____
Right-of-Way: _____	Other: _____
I. Project Administration - 50%	Rating
A. Communication	_____
B. Responsiveness	_____
C. Schedule Adherence	_____
D. Cooperation	_____
E. Coordination	_____
General Rating Part I:	_____
II. Project Activities - 50%	
A. Partnering	_____
B. Public Relations	_____
C. Geotechnical Services	_____
D. Right-of-Way Design	_____
E. Final Design	_____
F. Visual/Aesthetic Design	_____
G. Environmental Follow-up	_____
H. Permitting	_____
I. Quality Assurance & Quality Check on deliverables	_____
General Rating Part II:	_____
III. Overall Rating _____	
IV. Remarks (Attach additional sheets as necessary):	
Evaluation By: _____	Date: _____

Ratings:

E = Exceeds Expectations*
 G = Good, Above Average
 S = Meets Expectations
 NI = Needs Improvement*
 U = Unsatisfactory*

* Provide Explanation

Phase III Services/ Construction Phase	
Control Number: _____	Project Number: _____
Project Description: _____	
Consultant: _____	Project Manager: _____
Project Development Engineer: _____	Contract Amount: _____
Sub-Consultants:	
Surveying: _____	Other: _____
Environmental: _____	Other: _____
Right-of-Way: _____	Other: _____
Elements	Rating
I. Project Administration – 50%	
A. Communication	_____
B. Responsiveness	_____
C. Schedule Adherence	_____
D. Cooperation	_____
E. Coordination	_____
General Rating Part I:	_____
II. Project Activities - 50%	
A. Design Change Orders Associated with oversight or errors	_____
B. Responsiveness to RFI's	_____
C. Submittal Reviews	_____
D. Project Specific Inquiries (in writing):	_____
E. Other:	_____
F. Other:	_____
_____	_____
_____	_____
General Rating Part II:	_____
III. Overall Rating _____	
IV. Remarks (Attach additional sheets as necessary):	
Evaluation By: _____	Date: _____

APPENDIX D

FORM A-644

Name: _____ Project Telephone No. _____

Title: _____

I certify that the above amount has been paid to the DBE Sub/Supplier: _____

BY: _____

Subscribed and sworn to before me this _____ day of _____, YEAR
_____.

My Commission Expires: _____

NOTARY PUBLIC

APPENDIX E

SAMPLE OF ADVERTISEMENT FOR

RFP

New Mexico Department of Transportation
Engineering Consultant Services

The New Mexico Department of Transportation (NMDOT or Department) is requesting proposals from qualified firms or Offerors for the purpose of hiring a Consultant for Engineering Consultant Services for the following project:

RFP No. 18-01

Phase I-D and Phase II NM 434 MP 17.24-25, 17.24 Miles East of Jct. NM 518/NM 434-East (Coyote Creek Canyon - Coyote Creek State Park to Black Lake)

CN: 4100380

PN: 4100380

Proposals shall be valid for one hundred twenty (120) days subject to all action by the New Mexico Department of Transportation (NMDOT or Department). NMDOT reserves the right to reject any or all proposals in part or in whole. **Proposals shall be submitted to the NMDOT either in a hard copy format or electronically, not both.**

Hard copy proposals must be submitted in a sealed container or envelope indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container or envelope. **Hard copy proposals must be received and recorded by the Procurement and Facilities Management Division, NMDOT, 1120 Cerrillos Rd., Rm. #103, Santa Fe, NM 87504, no later than 2:00 P.M. (Mountain Daylight Time) on Tuesday, August 15, 2017.**

Electronic proposals must be submitted to the NMDOT through Bid Express, which may be accessed at the following website: www.bidexpress.com. Offerors must register and create an account with Bid Express in order to submit proposals electronically. **Electronic proposals must be submitted through the Bid Express website no later than 2:00 P.M. (Mountain Daylight Time) on Tuesday, August 15, 2017.**

A Pre-Proposal Conference will be held at 1:30 P.M. (Mountain Daylight Time), on Thursday, July 27, 2017, at the NMDOT District Three Auditorium, 7500 Pan American Boulevard, Albuquerque, NM 87199.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin. Proponents of this work shall be required to comply with the President's Executive Order No. 11246 as amended.

Request for Proposals will be available by contacting Juanita Sanchez by telephone at (505) 827-0606, or by email at juanita.sanchez@state.nm.us or by accessing NMDOT's website at: http://dot.state.nm.us/content/nmdot/en/RFP_Listings.html.

ANY PROPOSAL SUBMITTED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

APPENDIX F
INFRASTRUCTURE DESIGN
DIRECTIVE (IDD)
PREPARATION OF CONTRACT
DOCUMENTS



SUBJECT: Infrastructure Design Directive
IDD-2018-03
Preparation of Contract Documents

DATE: April 24, 2018

TO: Office of Infrastructure Divisions
District Offices
Transportation Design Community

FROM: Armando Armendariz, P.E. 
Chief Engineer
Office of Infrastructure Divisions

FILE REFERENCE:
PSESHARE:Design Directives

The following IDD shall be used to ensure consistency in the development of all projects to be let by NMDOT in relation to preparation of Contract Documents. The attached guidelines establish the Contract Document, its application and staff who has the primary responsibility in the preparation of the Contract Document.

Contract documents are defined as the following:

- Addenda
- Required Documents for Bid Submittal
- Notice(s) to Contractors
- Invitation for Bids
- Special Provisions
- Plans other than Standard Drawings
- Supplemental Specifications
- Standard Specifications
- Standard Drawings

Conforming to the above guidelines ensures that proper contract document is used.

GUIDELINES FOR PREPARATION OF CONTRACT DOCUMENTS

New Mexico Department of Transportation

CONTRACT DOCUMENT	APPLICATION	PRIMARY RESPONSIBILITY	GUIDANCE AND DIRECTION	COMMENTS
Addenda	A change to the Plans or Specifications issued after the advertisement and before the opening of the Bid.	PDE/District/PSE Bureau	PSE Bureau	Overrides any Contract document indicated below. Can be initiated by Contractor questions in accordance with Subsection 102.7 of the Standard Specifications. When initiated by Contractor, PSE Bureau will request supporting information from PDE/District.
Required Documents for Bid Submittal	Those documents specified in the Bid Package Required for Bid Submittal. The Bid Package includes the Bid1 Documents submitted by a Bidder in accordance with Section 102 of the Standard Specifications.	PSE Bureau	Federal (applicable CFR's) and State Statute requirements	Required Documents are dependent on funding types. Federally funded Projects may include additional Documents that are not required on State funded Projects.
Notice to Contractors	Specific issues related to the Contract that are not included in a Special Provision and are of significance in the governing order of documents as indicated in Section 105.4 of Standard Specifications)Examples are: Time-related clauses; Utility relocations/installations; Specific R/W Conditions and Specific environmental requirements.	PDE/District	Office of Infrastructure Functional Groups Management PS&E Bureau Office of General Counsel CCRB	Do not use to override other conflicting data in Contract documents; conflicting data should be avoided/corrected. Do not use to avoid need for a Special Provision. Bid Item related information should be placed in a Special Provision.
Special Provisions (Project Specific)	Project specific additions or revisions to the Standard or Supplemental Specifications. Can alter or describe in greater detail materials, construction approach, method of measurement, basis of payment or other general conditions.	PDE/Design Team District/Design Team Consultants	Office of Infrastructure Functional Groups Management PS&E Bureau Office of General Counsel CCRB	District/PDE/Consultant to initiate, not initiated by PS&E Bureau. Need to be addressed at Pre-Final/Final Design stages.
Special Provisions (Standard)	Additions or revisions to the Standard Specifications. Can alter or describe in greater detail materials, construction approach, method of measurement, basis of payment or other general conditions.	CCRB PS&E Bureau	Office of Infrastructure Functional Groups Management PS&E Bureau Office of General Counsel CCRB	Included in all Contracts.
Plans (General Notes)	Instructions to the Contractor, highlighting critical information by reference. Can include data related to quantities, rates of application, calculations, etc. Can only include utility contact information on NTC for Utilities.	PDE/Design Team District/Design Team Consultants	Design team via inspection/review meetings	Do not use to introduce and define new pay items, nor as a substitute for Special Provisions; do not duplicate information provided in Standard Specifications.
Supplemental Specifications	Adopted additions or revisions to Standard Specifications that are used state wide. Revisions of current Standard Specifications to be incorporated into next edition of the Standard Specifications.	CCRB PS&E Bureau	Specification Committees (applicable per division)	Typically issued on an annual basis.
Standard Specifications	Approved for general application and repetitive use. Provides Description, Materials, Construction Requirements, Method of Measurement and Basis of Payment for Work.	CCRB PS&E Bureau	Specification Committees	Do not assume that specifications are completely adequate to describe all Project conditions as is.

Standard Drawings (Refers to Selection of Applicable Drawings included in the Plans)	Commonly used details for various construction features, developed into standards for general use and formally adopted. Detailed drawings for specific items of Work approved for repetitive use.	Engineering Coordinators//PDE Consultant/PDE District	PS&E Bureau and Functional Groups	Do not use when project specific details are needed.
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Note: Although the PS&E Bureau is responsible for final assembly of bidding and construction contract documents, the content of these documents is the responsibility of parties as shown above.

**APPENDIX G
DECLARATION OF
NO CONFLICT**

Declaration of No Conflict
NMDOT Professional Services Selection Committee

RFP Number: _____

State of New Mexico

**CERTIFICATION OF NEW MEXICO DEPARTMENT OF
TRANSPORTATION**

I, _____, as a voting/advisor member of the NMDOT Professional Services Selection Committee or Designee of Voting Member of the New Mexico Department of Transportation of the State of New Mexico do hereby certify, that the recommended selections for the above referenced RFP or its representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this professional services recommendation to:

- (a) Employ or retain, or agree to employ or retain, any firm or person or,
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

Except as here expressly stated (if any):

- (a) Disclosure of nature of contacts if any (if no contacts have occurred, none is an appropriate disclosure):
 - Entertainment: _____
 - Meals/Gifts: _____
 - Trips: _____
 - Other: _____

I acknowledge that this certificate may be furnished to the U.S. Department of Transportation, in connection with this professional services recommended selection involving participation of Federal-Aid transportation funds (if applicable) or state funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date: _____

By: _____