NEW MEXICO DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS
ENGINEERING CONSULTANT SERVICES

RFP No. 21-04
CN # A302220
STATE FUNDS

NM 109 Jarales Rd. Phase IC/D and Phase II Services

JUNE 2020
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Department of Transportation (NMDOT or Department) is requesting proposals from qualified firms or Offerors for NM 109 Jarales Rd to provide Phase IC Environmental Investigations and Documentation, Phase ID Preliminary Design Services and Phase II Final Design Services in Valencia County.

B. SCOPE OF WORK

The selected Offeror shall perform the services as specified in “Appendix A, Project Introduction and Scope of Work.” Project numbers shown throughout this Request for Proposals are subject to change throughout the life of the project.

C. SCOPE OF PROCUREMENT

The Department intends on establishing a contract with a four (4) year term. In the case an extension is needed due to unforeseen circumstances, NMSA 1978, Section 13-1-150 B (6) allows for design and Engineering contracts to exceed a four-year term upon approval of the New Mexico Department of Finance Administration (DFA).

D. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Juanita Sanchez
Procurement
New Mexico Department of Transportation
1120 Cerrillos Rd., Rm #113
Santa Fe, NM 87504
Ph. (505) 629-8790
Email: Juanita.Sanchez@state.nm.us

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the NMDOT.
E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“Agency”, “Department” or “NMDOT” means the New Mexico Department of Transportation.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 7:45 AM thru 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Confidential” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state agency or local public body.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the Agency to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.
“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means any person or designee authorized by the Agency to enter into or administer contracts and make written determinations with respect thereto.

“Procurement and Facilities Management Division or PFMD” means the Procurement and Facilities Management Division within the NMDOT Office of Business Support.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the New Mexico Department of Transportation.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.
II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. **SEQUENCE OF EVENTS**

The Procurement Manager will make every effort to adhere the following schedule:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue of RFP</td>
<td>NMDOT</td>
<td>6/1/2020</td>
</tr>
<tr>
<td>2. Pre-proposal Conference (1:30 p.m. MDT)</td>
<td>NMDOT &amp; Offerors</td>
<td>No presentation</td>
</tr>
<tr>
<td>3. Acknowledgement of Receipt Form (&quot;Appendix C&quot;)</td>
<td>Offerors</td>
<td>6/26/2020</td>
</tr>
<tr>
<td>4. Deadline to Submit Additional Written Questions</td>
<td>Offerors</td>
<td>6/30/2020</td>
</tr>
<tr>
<td>5. Response to Written Questions/RFP Amendments</td>
<td>NMDOT</td>
<td>7/3/2020</td>
</tr>
<tr>
<td>6. Submission of Proposal (Due 2:00 p.m. MDT)</td>
<td>Offerors</td>
<td>7/14/2020</td>
</tr>
<tr>
<td>7. Proposal Evaluation</td>
<td>Evaluation Committee</td>
<td>July 2020</td>
</tr>
<tr>
<td>8. Selection of Finalists</td>
<td>Evaluation Committee</td>
<td>July/August 2020</td>
</tr>
<tr>
<td>9. Oral Presentation by Finalists (If applicable)</td>
<td>Offeror</td>
<td>August/September 2020</td>
</tr>
<tr>
<td>10. Best and Final Offers</td>
<td>Offeror</td>
<td>September 2020</td>
</tr>
<tr>
<td>11. Finalize Contract</td>
<td>Offeror/NMDOT</td>
<td>September/October 2020</td>
</tr>
<tr>
<td>12. Contract Award</td>
<td>NMDOT</td>
<td>October/November 2020</td>
</tr>
</tbody>
</table>
B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by the New Mexico Department of Transportation.

2. Pre-proposal Conference

A pre-proposal conference will NOT be held for this project.

3. Acknowledgement of Receipt Form

Potential Offerors should email or send by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See “Appendix C”) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on June 26, 2020.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until the close of business on June 30, 2020. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on July 3, 2020 to all potential Offerors whose organization name appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than one (1) day after the answers and/or amendments were issued.

6. Submission of Proposal

Proposals shall be submitted to the NMDOT electronically. Proposals submitted by hard copy or by facsimile will not be accepted.

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

ALL OFFEROR MUST SUBMIT ELECTRONIC COPY THROUGH BID EXPRESS FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. MDT ON JULY 14, 2020. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by the Agency. This process will take place during the month of July 2020. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist Offerors in the month(s) of July/August 2020. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Oral Presentations will be determined at that time.

9. Oral Presentation by Finalists (if applicable)

In the event of a tie, scores are too close, or based on the size and complexity of the project, executive management or the Chief Procurement Officer (CPO) will determine if to conduct oral presentations. The proposers 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 procurement manager, if required, the presentations for this procurement would be held in August/September 2020 and will be limited to one (1) hour in duration for each proposer. The CPO has determined the point value will be 40 points. 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.

10. Best and Final Offers From Finalists (if applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers in September 2020. Best and final offers may be clarified and amended at the finalist Offeror’s oral presentation.
11. **Finalize Contract**

The contract will be finalized with the most advantageous Offeror in the month(s) of **September/October 2020**. This date is subject to change at the discretion of the Agency. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the NMDOT reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. **Contract Award**

NMDOT anticipates awarding the contract in the month(s) of **October/November 2020**. These dates are subject to change at the discretion of the Agency.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. **Right to Protest**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 4:30 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. Emailed protests will not be considered as properly submitted. The protest must be mailed or hand delivered to:

New Mexico Department of Transportation  
Procurement and Facilities Management Division  
Attn: Christina Baca, Director  
1120 Cerrillos Rd., Room #112  
Santa Fe, New Mexico 87504

C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with Chapter 13, NMSA 1978 and NMAC 1.4.1.

1. **Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
2. **Overhead Rate Compliance and Contractual Eligibility for Engineering & Design Consultants**

State Departments of Transportation are required to provide reasonable assurance that Architectural and Engineering Consulting Firms are in compliance with the Federal Cost Principles on Federal-Aid Highway Program (FAHP) funds. A procedure has been developed (see links below) by the NMDOT Office of the Inspector General, which will determine, with reasonable assurance, Engineering and Design Consultant compliance with applicable cost principles contained in the Federal Acquisition Regulations (48 CFR part 31), specified under the United States Code (23 USC § 112(b)(2) and defined in 23 CFR Section 172.3. The procedure explains what is to be submitted, how it will be submitted, when it’s required and additional resources for questions. Eligibility for NMDOT Engineering & Design contracts is dependent upon the Contractors’ compliance with this procedure. A list of eligible Contractors will be updated by the fifth day of each month and posted on the NMDOT public website

https://dot.state.nm.us/content/dam/nmdot/OIG/Consultant_Overhead_List.pdf

Links to Engineering & Design Consultants Procedure for Determining Overhead Rate:

http://dot.state.nm.us/content/nmdot/en/Program_Management.html#d

https://dot.state.nm.us/content/dam/nmdot/OIG/Overhead_Rate_processing_procedure3-24-20.pdf

*In all cases, all Consultants must follow this procedure and receive eligibility acknowledgement from the NMDOT Office of the Inspector General (OIG) prior to the proposal deadline for this RFP. Eligibility shall be evidenced by the inclusion of the Consultant on the eligibility list posted on the NMDOT public website and/or an email acknowledgement of eligibility from the NMDOT OIG. Engineering and Design Consultant firms who do not adhere to the requirements of this section shall be determined non-responsive and your proposal will be rejected from consideration for award.*

*The Indirect cost rate approved by the OIG at the time of proposal deadline date will be the rate recognized for the duration of the contract, which includes all term extensions.*

3. **Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

4. **Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of the contract with NMDOT. NMDOT will make contract payments only to the prime Contractor.
5. **Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

6. **Certifications and Licenses**

Potential Offerors must have the proper certifications and licenses to do business in New Mexico as follows:

**Corporations:**
- File Articles of Incorporation with the Secretary of State’s Office and record with the County pursuant to NMSA 1978, Section 53-4-6.
- Name of registered agent pursuant to NMSA 1978, Section 53-5-2.
- Certificate of Authority from the Secretary of State’s Office indicating that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, Sections 53-17-6 and 53-17-8.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

**Limited Liability Companies:**
- Registered office and registered agent for service of process that is either a New Mexico resident or domestic corporation, limited liability company, or partnership that is located in New Mexico.
- File an Application for Registration with the Secretary of State’s Office to conduct business in New Mexico and must obtain a Certificate of Good Standing from the Secretary of State’s Office to conduct business in New Mexico.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

**Limited Partnerships:**
- Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, Sections 54-2-1 through 54-2-48.
- File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, Sections 54-1A-101 through 54-1A-1206.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

**General Partnerships:**
- File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, Sections 54-1A-101 through 54-1A-1206.
- Obtain a Federal employer identification number.
• Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

Sole Proprietorships and Joint Ventures:
• Obtain a Federal employer identification number.
• Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

7. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. NMDOT personnel will not merge, collate, or assemble proposal materials.

8. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

9. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

10. Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

C. Confidential data is restricted to:
1. Confidential financial information concerning the Offeror’s organization;
2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
3. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

11. **No Obligation**

This RFP in no manner obligates the Agency or any of its Programs to the use of any Offeror’s services until a valid written contract is awarded and approved by appropriate authorities.

12. **Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the Agency.

13. **Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The Agency’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

14. **Legal Review**

NMDOT requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

15. **Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

16. **Prohibited Bidding**

Pursuant to Section 10-16-13 NMSA 1978 no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a state agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.
17. Consent to Jurisdiction and Venue

If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the Agency, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Santa Fe County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.

18. Basis for Proposal

Only information supplied by NMDOT in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

19. Contract Terms and Conditions

The Contract between NMDOT and the Contractor will follow the format specified by the Agency and contain the terms and conditions as set forth in “Appendix B” (Contract for State Funding). NMDOT reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the Agency's terms and conditions, as contained in this Section or in “Appendix B”, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to NMDOT and will result in disqualification of the Offeror's proposal.

The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Contract. In the event the Offeror's proposal conflicts with the RFP, the RFP governs, and, in the event the Agreement conflicts with the proposal, the Agreement governs.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate
terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

20. **Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with NMDOT.

21. **Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between NMDOT and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

22. **Contract Negotiations**

Contract negotiations may be held in accordance with applicable provisions of 1.4.1.39 NMAC Procurement Code Regulations.

23. **Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

24. **Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

25. **Change in Contractor Representatives**

The NMDOT reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the NMDOT, adequately meeting the needs of the Agency.

26. **Notice of Penalties**

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

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

28. **Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or removal from the contract.

29. **Ownership of Proposals**

All documents submitted in response to this Request for Proposals shall become the property of the NMDOT.

30. **Confidentiality**

Any confidential information provided to, or developed by, the Contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission.

31. **Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

32. **Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the NMDOT, the version maintained by the NMDOT shall govern.
33. **New Mexico Employees Health Coverage (See “Appendix F”)**

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

34. **Disclosure of Campaign Contributions (See “Appendix E”)**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed unaltered form will result in disqualification.

35. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false
statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement.
If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

36. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

A. New Mexico Business Preference
B. New Mexico Resident Veterans Business Preference

An agency shall not award a business both a resident business preference and a resident veteran business preference.

*The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.*

37. Conflict of Interest; Governmental Conduct Act

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

38. Equal Employment Opportunity

A. **The following requirements shall apply to state-funded contracts:** In connection with this RFP and the Contract, Offerors and the Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

Offerors and the Offeror shall take affirmative action to insure that all applicants are treated fairly during employment, without regard to their race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.
Such action shall include but not be limited to the following: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The following requirements shall apply to federal-funded contracts: In accordance with Title 49 Code of Federal Regulations Part 23, as amended, (49 CFR Part 26), the Offeror shall agree to abide by and take all necessary and reasonable steps to comply with the following statements on its scope of work:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND POLICY
In accordance with Title 49 Code of Federal Regulations Part 26 (49 CFR 26) or as may be amended, the Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following:

1. DBE Policy: It is the policy of the Department to implement the provisions of 49 CFR Part 26 (49 CFR 26), other pertinent regulations, and source legislation. The objectives are:
   a. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the USDOT’s highway, transit, and airport financial assistance programs;
   b. To create a level playing field on which DBEs can fairly compete for DOT-assisted contracts;
   c. To ensure that 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 26 are permitted to participate as DBEs;
   e. To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
   f. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

2. DBE Obligations: The Department will establish the DBE goal on a tri annual basis. The approved FFY 2018-2020 DBE goal is established at 15.51% for federal-aid highway construction and design of which 15.51% will be attained through race neutral measures, and race conscious portion is 0.00%.

Record Keeping Responsibilities: The Contractor is responsible to assure that its DBE liaison officer completes and submits the appropriate forms required by the DBE Program to the Department’s project manager or to the NMDOT CONSTRUCTION AND CIVIL RIGHTS BUREAU/ DBE PROGRAM at the following address:

NMDOT
Construction and Civil Rights Bureau
1570 Pacheco Street, Suite A10
Santa Fe, NM  87505
3. Department’s DBE Program: The Department’s DBE Program as required by 49 CFR Part 26 and as approved by DOT, is incorporated herein by reference and made part of this agreement. If any provision of the DBE Program conflicts with 49 CFR Part 26, the provisions of 49 CFR Part 26 shall prevail. 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 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.).

From time to time NMDOT shall receive interpretations from USDOT, which shall be binding on NMDOT, sub-recipients, and contractors.

DBE Obligations – The NMDOT and the Offeror agree to ensure that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of services and work financed in whole or in part with federal funds under the Agreement. In this regard, the Offeror shall not discriminate on the basis of race, color, national origin or sex in the performance of DOT-assisted contracts. The Offeror shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the Offeror to carry out these requirements is a material breach of contract, which may result in the termination of the contract or such other remedy as NMDOT deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Offeror from future bidding as non-responsive.

4. Certification for Federal-Aid Contracts: The selected Offeror who becomes the Offeror shall certify, by signing the Contract, that to the best of its knowledge and belief:
   - No federal appropriated funds have been paid or will be paid, by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, extension, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
   - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Offeror shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
   - This certification is a material representation of fact upon which reliance will be placed when the Contract is executed. Submission of this certification is a
prerequisite for making or entering into the Contract imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

- The Offeror shall also agree by signing the Contract that the Offeror shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

- The Offeror shall furnish all necessary information and reports and shall permit access to its books, records, and accounts by the NMDOT for purposes of investigation to ascertain compliance with the non-discrimination provisions of the Contract.

- A copy of the NMDOT DESIGN CONSULTANT OFFEROR’S LIST (Form No. A-1013) is attached and must be completed at time of proposal submittal.

- For projects with federally participating funds, failure to complete the forms listed above will render the Offeror’s proposal non-responsive.

- The Disadvantaged Business Enterprise (DBE) Program rules and regulations, and the listing of Certified DBE Firms can be located on the NMDOT Website at [http://dot.state.nm.us](http://dot.state.nm.us) by going to “Doing Business with Us”, Quick link “Civil Rights.” You may also contact The Construction and Civil Rights Bureau (CCRB) at (505) 629-9890 for more information. The complete rule for Title 18, Chapter 28, Part 2, and all revisions, is available at the Construction and Civil Rights Bureau, 1570 Pacheco Street, Suite A-10, Santa Fe, New Mexico 87505.
III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

One copy will be required through the Bid Express website in PDF format.

C. PROPOSAL FORMAT (Electronic)

Offerors must utilize page indicators within their PDF document that clearly identifies the different sections of your proposal by creating a bookmark on the PDF document. 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, proposal summary, dividers, other information, i.e., letters of appreciation, etc., and acknowledgement of amendments (if applicable). Offerors are strongly encouraged to create the document with a minimum of 12 point font size.

1. Proposal Organization

   The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

   a) Letter of Transmittal
   b) Table of Contents
   c) Proposal Summary
   d) Response to Contract Terms and Conditions
   e) Response to Mandatory Specifications and Forms
   f) Offeror's Additional Terms and Conditions
   g) Other Supporting Material

   Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

   Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.
2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

a) identify the submitting organization;

b) identify the name and title of the person authorized by the organization to contractually obligate the organization;

c) identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;

d) identify the names, titles and telephone numbers of persons to be contacted for clarification;

e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;

f) be signed by the person authorized to contractually obligate the organization;

g) acknowledge receipt of any and all amendments to this RFP.
IV. SPECIFICATIONS

A. Information

The contract is scheduled to begin in or around October/November 2020. NMDOT intends on awarding a contract with a four (4) year term.

B. Mandatory Specifications and Forms

Offerors shall respond in the form of a thorough narrative to each mandatory specification requiring such. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal non-responsive.

1. General Information

Offerors must identify the Principal member or officer of the firm who will be responsible for the administration of the contract; provide the name(s) and registration number(s) of the New Mexico Registered Professional Engineer who will be in direct responsible charge of the work; and identify the name, address, and phone number of the office(s) where the work will be performed for the prime Offeror and all sub-consultants.

2. Specialized Design and Technical Competence

Offerors must describe or provide a work plan to perform the services required by the project scope. Describe your firm’s specialized problem solving techniques or approaches, innovative practices/ideas, and advantages your team brings or offers to the project. Provide a bar chart schedule and describe all work proposed to fulfill the project scope.

3. Capacity and Capability of the Offeror to Perform the Work

Offeror’s must provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Provide information that demonstrates your firm’s ability to perform the services required for this project. Include an organizational chart indicating key project team members, including any sub-consultants, and their specific roles on the project and/or area(s) of expertise. Clearly identify the lead engineer who will be directly responsible for the project. Include in the organizational chart the percentage of time each team member will spend or commit to providing services toward the project. Provide brief resumes for the lead engineer and key project team members, describing why each team member was selected for this project, highlighting relevant project experience and knowledge of NMDOT procedures. Indicate if a subcontractor is affiliated with the prime contractor as an affiliated company, firm, or business. Also identify the firms or teams list of current projects.
4. **Past Record of Performance**

Offeror’s must demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. Describe 3-5 past projects, specifying relevance to the current project. Include client references (names, addresses, email address and telephone numbers) for each project.

5. **Proximity to or Familiarity with Site Location**

Offerors must identify your familiarity with the project area and your understanding of the project scope. Offeror’s must demonstrate through narrative, graphics or maps the firm’s ability to respond quickly to on and off-site requirements for engineering services and administration of the project. Indicate previous knowledge or experience regarding the project location, and any current work or associated consultants who could enhance the firm’s ability to provide timely responses or special expertise to project needs.

6. **New Mexico Produced Work (Does not apply to federally funded projects)**

It is in the Agency’s best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico firm or firms. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that firm or firms.

7. **Volume of Work Currently Being Performed**

Firms shall be scored on any project that has been previously awarded and is, on the date of the submittal, less than 75% complete. Information on the status of past project awards shall be included in the "Project Listing Form" ("Appendix D") as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

\[
\text{Contract Balance Amount} \\
\begin{array}{ll}
\text{Less than - $800,000} & \text{minus 0 point} \\
\text{$800,001 - $1,334,000} & \text{minus 1 point} \\
\text{$1,334,001 - $2,668,000} & \text{minus 2 points} \\
\text{$2,668,001 - $4,000,000} & \text{minus 3 points} \\
\text{$4,000,001 - \text{over}} & \text{minus 4 points Maximum**} \\
\end{array}
\]

*Contract Balance Amount is defined as:

a. Single Phase Contracts – Amount of contract including supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).

b. Multi-Phase Contracts – Amount of contract including all subsequent phases and Supplemental Agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project). On multi-phase contracts
over $1,334,000.00, a minimum 1-point deduction will be carried on initial and subsequent phases (except final phase) regardless of percent complete.

** The maximum total point deduction by Phase (sum of all ongoing contracts) will be 4 points. Deduction points will be calculated on the date the proposals are due. The Offeror must invoice against ongoing contracts not less than five (5) business days prior to proposal due date to allow sufficient time for posting to Deduction Point listing.

*The Procurement and Facilities Management Division will calculate deduction points.*

8. **Completed Campaign Contribution Disclosure Form ("Appendix E")**

Offerors shall submit with their proposals a completed Campaign Contribution Disclosure Form with their proposal.

9. **New Mexico Employees Health Coverage Form ("Appendix F")**

Offerors must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal.

10. **Resident Business and Resident Veteran’s Preference (Does not apply to federally funded projects)**

Pursuant to NMSA 1978, 13-1-21, when a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to:

(1) five percent of the total possible points to a resident business; or
(2) ten percent of the total possible points to a resident veteran business that has annual gross revenues of up to three million dollars ($3,000,000) in the preceding tax year.

To be awarded points for **Resident Business Preference**, or **Resident Veterans Preference**, Offerors must include a copy of their preference certificate in this section of your proposal.

*A resident veteran business shall not benefit from the preference for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference for more than ten consecutive years. A person shall not benefit from the provisions as specified in NMSA 1978, 13-1-21, on more than one business concurrently.***

**Pursuant to NMSA 1978, 13-1-21, Paragraph H, a State Agency shall not award an Offeror points for both a Resident Business Preference and a Resident Veteran’s Preference. If the Offeror qualifies for both he/she will only be awarded points for the Resident Veteran’s Preference. Veteran Businesses will receive the Resident Business Preference once the cap for Resident Veteran Preference has been exceeded.***
Applications for Resident Business Preference and Resident Veteran’s Preference are now being processed through the New Mexico Department of Taxation & Revenue. If you have a preference certification number that was issued by the New Mexico State Purchasing Division please follow the link below to apply for a new Resident Business or Veteran Business Preference number.


IF YOU DO NOT QUALIFY FOR A RESIDENT BUSINESS OR RESIDENT VETERAN PREFERENCE PLEASE PROVIDE A STATEMENT STATING YOU DO NOT QUALIFY IN THIS SECTION OF YOUR PROPOSAL. IF YOU DO NOT QUALIFY FOR EITHER PREFERENCE YOUR PROPOSAL WILL BE ACCEPTED, HOWEVER YOU WILL NOT RECEIVE POINTS FOR PREFERENCE.

11. Form - Proposed Work Participation Chart (“Appendix G”)

NOTE: A firm will not offer services as “the prime” on any NMDOT Quality Based Selection (QBS) RFP where the prime Offeror performs less than 35% of all contractual services. The percentage 35 means in price and in actual contract work.

12. Form A-1013, Design or Other Consultant Offeror’s List (“Appendix H”)

13. Form A-1036, Confidentiality and Non-Disclosure Agreement (“Appendix I”)

V. EVALUATION

A. Evaluation Factors/Points

The NMDOT will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror’s attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate evaluators.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

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

Total Maximum Allowable Points 100-110 Points

B. Evaluation Process

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.22.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the NMDOT, taking into consideration the evaluation factors in Section V and successful negotiations, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. In the event of oral presentations responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.
APPENDIX A to RFP 21-04 – PROJECT INTRODUCTION AND SCOPE OF WORK

RFP 21-04, CN A302220 – NM 109 Jarales Rd., Phase IC/ID and Phase II Services

General Information:

Control Number: A302220
Project Number: A302220
Type of Work: Phase IC, Phase ID, & Phase II Services for the Jarales Road grade separation over BNSF Railway (BNSF).
Posted Route: NM 109 - Jarales Rd.
Limits: MP 4.800 – 6.500
Total Study Length: 1.70 mile
NMDOT District: 3
County: Valencia
Functional Classification: Major Collector
Terrain Type: Level
Construction Programmed Year: 2021
Anticipated Letting Date: TBD
Project Development Engineer: Sandra Chavez
Urban or Rural: Rural

Existing Conditions:

NM 109 (Jarales Rd.) is an undivided, two lane road that connects the City of Belen and Jarales, NM. It runs north/south, and is the primary connector between the two communities. There are many intersecting roads and local streets along the project limits. There are two undivided, at-grade signalized railroad crossings in the general area. One railroad crossing (USDOT Crossing Number 019342H) consists of three mainline railroad tracks approximately 0.8 miles north of Castillo Rd and is included under this scope of work. The other railroad crossing (USDOT Crossing Number 019482K) consists of one industry spur railroad track and is 0.6 miles south of Serafin Rd, but is not included within this scope of work. The land use in the vicinity is residential, agricultural, and undeveloped areas. The posted speed limit for NM 109 is 40 mph, with property access provided off NM 109.

The purpose of the project is to provide a safe, uninterrupted grade-separated route for pedestrian, bicycle, and vehicular traffic across railroad crossing USDOT 019342H that currently accommodates three heavily utilized railroad tracks, with plans for future rail operations and track additions (by BNSF). When trains cross NM 109, existing delays may be substantial, as current train lengths are approximately 10,000 ft., and expected to increase in length and in volume over the next few years. These delays are a cause of community concern. A grade-separated railroad crossing is needed and will address several critical conditions
identified for the current at-grade crossings, such as physical deficiencies, safety, delay, travel congestion, and system connectivity. BNSF intends to construct four additional tracks with an allowance for two future tracks through the corridor for a potential total of nine tracks, to add capacity for the fueling facility in the railway’s adjacent Belen Yard. In addition, BNSF intends to introduce 16,000 ft. long trains in lieu of the currently used 10,000 ft. long trains. These additional tracks and longer trains would cause additional delay at the NM 109 crossing for private and commercial vehicles, emergency vehicles, bicycles and pedestrians. For this reason, the need for this project is at an all-time high and is greatly supported by the Community. Based on funding and an Agreement between BNSF and the NMDOT, it has been established that Phase IC/D and Phase II must be completed and Phase III underway no later than the last Quarter of the year 2021.

The existing typical section of NM 109 within the project limits consist of two 11 ft. travel lanes with 1-2 ft. shoulders. The existing cross slopes vary from 1.5% to 3.5% across both lanes, with no curb or gutter. The existing narrow shoulders on NM 109 do not provide adequate space for pedestrians and multimodal transportation. The existing pavement exhibits longitudinal and transverse cracking, weathering, raveling, and oxidation.

A Combined Phase IA/B Detailed Evaluation of Alternatives has been prepared and completed by BNSF-hired consultants. The New Mexico Department of Transportation (NMDOT), has accepted the preferred alternative, but the document is not yet final. This report will be provided to the awarded Engineer once the Preliminary Notice of Award Letter has been issued. The preferred alternative, labeled “Alternative C” in the draft Phase IA/B report, will consist of the realignment and grade separation of NM 109 approximately 70 ft. east of existing NM 109 at-grade rail crossing. The roadway realignment is 0.7 miles long with the south termini located 200 ft. south of Audra Court and the North termini located at Camino De Crystal. The Audra Court, Duke Road, and Gallegos Road intersections are recommended in the Phase IA/B report to be reconstructed to tie into the proposed NM 109 alignment. Access to NM 109 is reconfigured southwest, southeast, and northwest of the proposed NM 109 Bridge. In the southwest, Audra Court access is routed through the old NM 109 alignment and would create a T-intersection with NM 109. In the southeast, Duke Road is realigned and the new T-intersection with NM 109 is moved 300 ft. south of the in-place intersection. In the northwest, the new Gallegos Road full intersection is routed through the old NM 109 alignment.

The existing Average Daily Traffic (ADT) volume on NM 109 based on counts completed with the Phase IA/B study, is 860 vehicles per day (vpd). Existing train counts average 90 trains per day per BNSF provided information. Data provided by NMDOT Traffic Monitoring Division indicates 2018 AADT on NM 109 in the project vicinity is 1708 vehicles per day (vpd). Existing year 2020 AADT is calculated to be 1759 vpd. 10 year forecast AADT is calculated to be 1963 vpd. Heavy commercial truck volume is 6%, resulting in 105 trucks per day in 2020.

Fees:

It is the intent of the NMDOT to negotiate a fixed price for the following tasks:

- Phase IC, Environmental Documentation
- Phase ID, Preliminary Design
- Phase II, Final Design
Based on available funding, NMDOT may elect to negotiate a fixed price for Phase III – Engineering Services during Construction, by Contract Amendment.

Scope of Work:

1.1 PHASE IC/D SERVICES – ENVIRONMENTAL INVESTIGATIONS AND DOCUMENTATION, & PRELIMINARY DESIGN

a. PHASE I-C: ENVIRONMENTAL INVESTIGATIONS AND DOCUMENTATION

It is assumed a categorical exclusion is the level of effort for environmental certification. This project will adhere to federal and state law including, but not limited to, the National Environmental Policy Act (NEPA) which requires the identification and assessment of impacts associated with a proposed action, and mitigation of impacts if necessary.

The Engineer shall:

- Prepare Environmental documentation including:
  - Biological Evaluation;
  - Cultural Resources Survey report;
  - Visual Assessment;
  - Categorical Exclusion (CE) and all supporting documentation, or
  - Environmental Assessment (EA) if required;
  - Input Synopsis;
  - Finding of No Significant Impact (FONSI) request and FONSI (if required);
  - Provide information for the NMDOT web-based projects page with current project information;
  - Submit all documentation to the NMDOT Environmental Bureau for review and approval.

b. PHASE I-D: PRELIMINARY DESIGN

- Location and Topographic Mapping
- Preliminary Property Ownership Maps
- Access Management
- Coordination
- SUE Quality Level D/C/B
- SUE Quality Level A – Limited (limited number of test holes for preliminary assessment)
- Preliminary Roadway Design Plans
- Preliminary Traffic Control Plans and Maintenance of Traffic
- Preliminary Engineering Estimate
- Preliminary Determination of Right of Way
• Final Geotechnical Services & Report
• Pavement Subgrade Soils Field Exploration and Laboratory Testing
• Utility Designation & Coordination
• Preliminary Drainage Report

1.2 PHASE II: FINAL DESIGN

• Design Partnering
• Coordination
• Public Relations
• Subsurface Utility Engineering – Update QL-D/C/B
• Subsurface Utility Engineering – Update QL-A (additional test holes if determined necessary)
• Subsurface Utility Engineering – (3-D modeling for utility conflict analysis if determined necessary)
• Preliminary and Final Geotechnical & Foundation Reports
• Right-of-Way Design
• Final Drainage Report
• Right-of-Way Real Estate Services – NMDOT
• Traffic Control and Maintenance of Traffic
• Visual Aesthetic Landscape Architecture – Coordinate with NMDOT Landscape Architect
• Environmental Follow-Up
• NPDES
• Pre-Final and Final Roadway Design Plans
• Pre-Final and Final Engineering Estimate
• Access Management
• Constructability Review
• PS&E Submittal

1.3 PHASE III: Services to be provided by the Engineer during Construction (If Required)

If engineering services during construction are required for this project, those services will be negotiated and added by contract amendment. The services will be detailed in the amendment to the Contract.

1. Accuracy of Work

Acceptance of the work by the Department and Contract termination does not constitute Department approval and will not relieve the Engineer of the responsibility for subsequent corrections of any errors and omissions and the clarification of any ambiguities. The Engineer shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Engineer without additional compensation. If these errors and/or omissions are discovered during the construction of the project they shall be corrected under Phase III services without additional compensation.
I. DELIVERABLES

1. Location and Topographic Mapping

See section III.1 Phase I and II - Scope of Services, for deliverables to be provided by the Engineer for Location and Topographic Mapping task.

2. Project Study Reports

The Engineer shall provide one (1) bound copy of any report(s) generated during final design summarizing major findings along with the recommendations and one (1) CD-ROM or USB flash drive containing an electronic file (.pdf format) of the report(s) for NMDOT review and file.

3. Environmental Documentation

It is anticipated the level of effort will be a categorical exclusion (CE) for environmental certification. However, if the CE demonstrates a need for an environmental evaluation (EA), the Engineer shall accommodate that level of effort.

The Engineer shall provide one (1) draft electronic copy (MSWord format) of the draft biological evaluation to the NMDOT. After the NMDOT has reviewed and approved the document, the Engineer shall submit one (1) electronic copy (pdf) and two (2) hardcopies of the final biological evaluation to the NMDOT.

The Engineer shall provide one (1) draft electronic copy (MSWord format) of the cultural resources survey report and supporting forms. After the NMDOT has reviewed and approved the documentation, the Engineer shall submit one (1) electronic copy (pdf) and two (2) hard copies of the final report and forms.

For supplemental environmental resource documentation, the Engineer shall provide one (1) draft electronic copy (MSWord format) and one (1) PDF copy of the draft environmental resource documentation to the NMDOT, if needed. After the NMDOT has reviewed and approved the document, the Engineer shall submit one (1) electronic copy (MSWord format) and one (1) PDF copy and two (2) hard copies of the environmental resource documentation to the NMDOT.

The Engineer shall provide one (1) draft electronic copy (MSWord format) of the CE to the Department. After the NMDOT has reviewed and approved the document, the Engineer shall submit one (1) electronic copy (pdf) and one hard copy (MSWord format) of the final CE with all supporting resource and public involvement documentation to the NMDOT.

If at the end of Phase I-A/B, if the NMDOT determines that significant environmental impacts exist, the Engineer shall prepare an Environmental Assessment (EA) and shall provide one (1) draft electronic copy (MSWord format) of the EA, request for FONSI and FONSI to the Department. After the NMDOT has reviewed and approved the documents, the Engineer shall provide sufficient copies of the CE/EA and mail them for appropriate public and agency review of the document and provide twenty-five (25) CD’s containing an electronic file (.pdf format) of
the approved EA (with FONSI attached) to the NMDOT, plus additional copies for agencies and other interested parties. The Engineer shall also provide five (5) hard copies and one (1) CD containing an electronic file (.pdf format) of the Input Synopsis to the NMDOT.

4. **Preliminary and Final Drainage Reports**
The Engineer shall provide one (1) electronic (.PDF) copy of the reports for review. Upon acceptance, the Engineer shall provide three (3) bound and one (1) electronic copy of the Preliminary and Final Drainage Reports to the Department.

5. **Preliminary, Pre-final and Final Design Plans**
The Engineer shall submit and distribute ten (10) bound sets of plans (11” x 17” reduced) and one (1) CD containing an electronic file (.pdf format) of plans for each design review. The Engineer shall anticipate the possibility of hosting design reviews virtually and provide minutes of all review meetings, including comments received, and responses which include corrective action to the PDE. These minutes and design reports will be submitted within one (1) week of the plan review meeting.

6. **Bridge Design**

   a. **Preliminary Design**

   Design Guidelines
   - The Department’s Bridge Procedures and Design Guide (Latest Edition)
   - Union Pacific Railroad – BNSF Railway Guidelines for Railroad Grade Separation Projects (Latest Edition)
   Specifications:  
   - AASHTO LRFD Bridge Design Specifications, (Latest Edition)
   Design Loading:
   - HL-93 for new bridges plus the NMDOT P327-13 permit vehicle

A bridge type selection (BTS) report shall be prepared for this project. This project is anticipated to require a new bridge and may be a potential candidate for Accelerated Bridge Construction (ABC) and shall be discussed as an alternate in the BTS. The BTS shall be coordinated with the Department. The BTS report shall be developed and shall include a weighted decision matrix. The matrix shall include functional requirements, economics, future maintenance, construction feasibility, aesthetics and ABC. Other criteria such as load capacity, lateral clearances, and anticipated bridge life may be added.

The Department will review the preliminary bridge layouts in the BTS report. The preliminary bridge layouts are required to ensure that serviceability requirements are met and that the proposed bridges are cost effective.
A preliminary cost estimate for each bridge alternate shall be submitted with the preliminary bridge layout. Costs for each alternate will include user delay costs, traffic control costs and any other costs deemed necessary to properly compare ABC versus conventional bridge construction.

The preliminary layouts shall show each bridge in plan and elevation. The layouts shall include a typical section indicating the type and depth of superstructure for each bridge. Expansion joint locations need to be indicated. Also, types and locations of major construction joints need to be identified, if any. The anticipated substructure types shall be shown. The overall bridge layout concept shall be indicated on the preliminary plans. Both vertical and lateral clearances shall be indicated on the preliminary layouts. All grades and typical roadway sections shall be indicated. The roadway sections are to indicate the roadway crown or super elevation. The preliminary bridge layout and cost estimate for each bridge must be approved by the NMDOT State Bridge Engineer or his representative before final bridge design begins.

Bridges shall be designed for permit loads as stated in the Department’s Bridge Procedures and Design Guide. An AASHTOWare Bridge Rating (BrR) model is required for each bridge after the preliminary bridge design is accepted. In the event that BrR does not have the capacity to model/load rate the bridge type selected, a bridge rating will be completed and submitted in such a manner that is acceptable to the State Bridge Engineer.

A bridge project aesthetics plan shall be developed and carried out for the selected alternate. This will be done by involving the NMDOT, Valencia County, local residents, travelers and other identified stakeholders in the process. Aesthetic treatments that are to be considered or proposed shall meet stakeholders requirements, however must also keep the project within the Department’s budget.

The Department’s State Bridge Engineer must approve any change from the preliminary bridge layout used in final design.

The BTS report shall receive concurrence of the NMDOT State Bridge Engineer. The Engineer shall submit an electronic copy (pdf) and five (5) hard copies of the BTS report to the Department after concurrence is obtained.

b. Final (Phase II) Bridge Design

A bridge and road alignment will be chosen. Final Bridge design will incorporate the following:

- Prepare Bridge/Structure Layout
- Submit Bridge Layout Borehole Location to RR and ROW
- Complete Structure and Foundations Plans

7. Final Plans, Specifications and Estimate (PS&E)

Provide the Project Development Engineer all documentation associated with the PS&E checklist.
8. Geotechnical Services

The Engineer shall provide geotechnical recommendations and Preliminary and Final Geotechnical Reports and shall provide geotechnical recommendations related to any structures and submit Preliminary and Final Foundation Reports. The Foundation Reports, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives. Field Exploration activities (soil borings/rock cores) will be performed by the NMDOT Geotechnical Field Exploration Unit. Undisturbed samples for laboratory testing (consolidation, triaxial shear), if required, will be delivered to the consultant’s laboratory for testing. Boring log summaries will be completed by the NMDOT Geotechnical Section.

Phase ID

Preliminary Geotechnical Report

The following activities shall be conducted for the development of the Preliminary Geotechnical Report.

Geotechnical Exploration Plan

Based on the recommended alignment of the Location/Alignment Study Report, a geotechnical exploration plan proposed for the geotechnical investigation to be performed during Preliminary Design shall be developed. The Engineer shall submit the exploration plan to the State Materials Bureau, Geotechnical Design Section for review and approval at least three weeks prior to the anticipated mobilization for this activity.

Geotechnical Investigation and Laboratory Testing

Geologic/geotechnical exploration and laboratory shall follow the procedures, requirements and guidelines as outlined in the latest editions of the NMDOT Design Manual, the NMDOT Materials Geotechnical Manual, and the latest versions of the AASHTO LRFD Bridge Design Manuals and FHWA Engineering Circulars (NHI Manuals). It should also be noted that any Geotechnical exploration/boring within railroad right-of-way will require the boring entity to obtain a right of entry permit from the railroad prior to property entrance. The Final Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- project location map
- description of the project scope
- presentation of the field investigations
- station to station descriptions of the earth materials encountered during the field investigation
- identification of geohazards
- laboratory test results including geotechnical material classification, consolidation, tri-ax, direct shear, point load and unconfined compression tests (rock cores)
- exploration and geophysical test results
- plan and profile sheets with test holes or pits shown in plan and profile views

**Preliminary Geotechnical Report**

The Preliminary Geotechnical Report shall document the results of preliminary geotechnical activities. The preliminary geologic and geotechnical study of the corridor with recommendations regarding the impacts, effects and possible mitigation measures associated with highway construction throughout the corridor, shall be provided. Considerations should include but are not limited to; creep and consolidation settlement or instability of roadway embankments, soils stabilization and treatment of problematic soils, ground improvement recommendations, excavation/rippability determination of rock cuts, cut and fill slope stability, retaining wall and steepened slope alternatives and recommendations, shrink/swell factors for earthwork, groundwater and subgrade drainage.

**Preliminary Foundation Report**

The following activities shall be conducted during the Preliminary Design for the development of the Preliminary Foundation Report.

**Geotechnical Investigation and Laboratory Testing**

Foundation and geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual, latest edition of the AASHTO LRFD Bridge Design Specifications and FHWA Geotechnical Engineering Circulars (NHI Manuals). The geotechnical exploration and laboratory testing shall include at least the following:

- For drainage structures, the need for borings will be determined on a site by site basis. Percolation tests should be performed at the locations of proposed retention and detention ponds.
- For shallow and deep foundations and retaining walls, the guidelines presented in Table 10.4.2-1 of the AASHTO LRFD Bridge Design Specifications should be followed and treated as a minimum requirement for exploration depth and number of borings.
- Perform required sample collection, field and laboratory testing, and soil and rock classifications as required by the aforementioned publications. Tests may include consolidation, swell, collapse, unconfined compressive strength of soil, direct shear, tri-axial tests (UU, CU, CD), rock core point load, and electrochemical testing.
Preliminary Foundation Report

The Preliminary Foundation Report shall document the recommendation for the most suitable structure foundation and/or retaining wall alternatives based on the geology documented from the geologist’s field exploration records and geotechnical material properties obtained from field and lab testing results. Analysis shall include development of two conceptual bridge foundation and/or retaining wall alternatives associated with the bridge structure; including evaluation of reuse of the existing piles to meet current AASHTO design standards. A cost comparison should be performed between the two alternatives as well as a comparison of which alternative is most constructible. A recommendation shall be made for the most suitable foundation and wall alternatives with concurrence given by the Department’s State Geotechnical Engineer. The following items should also be included in the report:

- Seismic site classification;
- Preliminary soil parameters to be used for lateral capacity analysis to be provided to the structural engineer for deep foundation alternatives;
- Settlement and bearing capacity values based on preliminary loads for shallow foundations;
- Settlement and axial capacity charts for deep foundations;
- Dynamic pile design charts (pile drivability analysis) for driven pile foundations;
- Recommended state of stress lateral soil pressures and equivalent soil-spring constants, as required.

Phase II

Final Geotechnical Report

The following activities shall be conducted for the development of the Final Geotechnical Report.

Geotechnical Design Recommendations

Final design recommendations may address some or all of the following:

- Stabilization/densification of unsuitable embankment or native soils
- Slope stability/steepled slope design
- Retaining wall type selection analysis and finalized global stability analysis
- Mitigation of settlements
- Maximum cut slope angles in soil and rock
- Rockfall mitigation
• Suitability of foundation soils or rock to support an embankment or structure
• Groundwater mitigation depending on project need
• Special design; treatments, i.e. use of geotextiles, MSE wall or soil nails, pressure grouting, etc.

Final Geotechnical Report

The Final Geotechnical Report shall document the results of geotechnical activities. The final geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism.

Final Foundation Report

The following activities shall be conducted for the development of the Final Foundation Report.

Final Foundation Report

The Final Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analyses, and retaining wall recommendations and analyses. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual or as approved by the State Geotechnical Engineer.

Geotechnical Design Calculation Package

Provide a geotechnical design calculation package to the State Geotechnical Engineer upon completion of analyses documenting all design methods and calculations.

9. Pavement Subgrade Soils Field Exploration and Laboratory Testing

Engineer will be required to provide field exploration consisting of the following:
- Test locations shall consist of the following:
  - ¼ Mile Intervals in NB Direction include realignment section
  - 1 Mile Intervals in Opposing Direction
  - 1 Mile Intervals On Shoulders (where existing)
  - Provide Boring Location Plan, KMZ files, prior to field exploration
- Subgrade testing to depths of 5 feet below existing surfacing. SPT N-blow counts will be required. Dynamic cone penetrometer (DCP) testing shall be required at each location to a depth of 3 feet.
- Thickness of existing Pavement structure, base and other pavement strata where encountered.
- NMDOT shall have access to the cores to view and inspect.
- Coordinate contract laboratory testing with NMDOT personnel (Jeff Mann, NMDOT Pavement Mgmt. and Design Bureau, 505.795.4927).
For purpose of proposal, estimate 2 soil samples per interval for entire length of project, in one direction. Perform the following geotechnical laboratory tests on each sample according to applicable AASHTO standards including, but not limited to, the following:

- Sieve Analysis (including Minus No. 200 Wash);
- Atterberg Limits;
- Moisture Content;
- R-Value.
- Resilient Modulus (AASHTO T307-Current) – Estimate 5 Tests, Samples to be Chosen by NMDOT.

At completion of subgrade laboratory testing, Engineer will provide results to Pavement Management and Design Bureau to review. At that time, an assessment will be made to require lime stabilization testing. Samples will be held by Engineer until lime stabilization determination has been made.

For purpose of this proposal, provide cost estimate for stabilization testing services. Perform the following geotechnical laboratory tests on each sample to be tested for lime stabilization according to applicable AASHTO standards including, but not limited to, the following:

- Lime stabilization testing
  - Eades and Grimes (ASTM D 6276)
  - Lime content of 3, 5, 7%
  - Sulfate content (AASHTO T290) – estimate 10 samples
  - R-value on stabilized sample – estimate 3 tests
  - Compressive Strength on stabilized sample – estimate 3 tests

The Engineer shall submit one (1) hardcopy and one (1) electronic copy (.pdf format) of the draft preliminary subgrade and pavement sampling reports. After the NMDOT has reviewed and approved the document, the Engineer shall submit two (2) bound hardcopies and one (1) electronic copy (.pdf format) of the final report with the submittal of preliminary design plans (30% completion) to the NMDOT Pavement Mgmt. and Design Bureau for review.

10. Utility Engineering/Utility Coordination

The Engineer shall provide SUE and Utility coordination services. The Subsurface Utility Engineering (SUE) process is used to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of NMDOT proposed construction projects.

The SUE Quality Level D/C/B, and limited Quality Level A (Phase I-D services) can enable the accomplishment of preliminary engineering goals. Decisions regarding
location of storm drainage systems, footers, foundations and other design features can be made successfully to avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations. The SUE Quality Level D/C/B updated, and Quality Level A (Phase II services), also known as “locating,” is the highest level of accuracy presently available and involves the full use of subsurface utility engineering services. QL-A provides information for the precise plan and profile mapping of underground utilities, and also provides type, size, condition, material and other characteristics of underground features. SUE services, including all utility coordination, shall be provided by qualified, experienced SUE consultants, who must meet the minimum requirements/standards outlined below prior to providing services.

a. Research of Records and Utility Designating

The SUE provider shall coordinate with utility owners and others, as required, in researching/investigating records, including but not limited to utility “as-builts”, government/entity permit files, reviewing proposed installation plans, contacting one-call centers, private utility owners, conducting field reviews, etc., so as to establish the location of existing and planned utilities. During this activity, the SUE provider shall also be required to ascertain the age and general condition of each utility facility.

For the purpose of the Contract, “designating” shall mean to provide accurate horizontal location of underground and overhead utilities by using geophysical equipment and techniques such as electromagnetic induction, resonant sonics, terrain conductivity meters, magnetics, radar devices and others. The type, size and ownership of each utility shall also be provided. The SUE Consultant shall also designate wells and septic systems. Any markings on sidewalks or roadways for survey identification shall be of a temporary nature. The SUE Consultant shall provide the Engineer and the NMDOT with all data secured in hard copy plan sheet(s) NMDOT AutoCADD standard format. Additionally, if determined necessary, the Engineer shall provide a 3-D AutoCADD model depicting size and shape of the utilities discovered during SUE QL-D/C/B/A tasks. Present and coordinate utility info with utility owners and design Engineer for identifying potential conflicts.

11. Quality Control Plan

A Project Specific Quality Control Plan is required for each phase or separate work item of this project. The Engineer shall deliver one (1) hard copy of the quality control plan to the NMDOT to commence the project and no later than 15 days after the Notice to Proceed (NTP). The Engineer shall deliver one (1) hard copy of the quality control documents to the NMDOT with each phase, or separate work item throughout the design process.
II. NEW MEXICO DEPARTMENT OF TRANSPORTATION

1. Department Shall Provide

The Department will furnish the below items to the Engineer. However, the Department may choose to have the Engineer perform all or part of these services. If any of the services listed below are required from the Engineer, each service will be initiated through Contract negotiations or by amendment to the Contract.

The Department shall provide:

- Final Phase IA/B Report with chosen/approved alternative
- As-builts.
- A Project Development Engineer from the Department staff to serve as an engineering liaison for the project.
- Traffic forecasts and accident data.
- Hazardous material investigations and recommendations.
- Review of all submitted reports.
- Review of preliminary and final drainage reports.
- Review of environmental documentation and mitigation measures.
- Equivalent single axle loads (ESALs).
- Preliminary and final pavement design.
- Verification of right-of-way mapping.
- Review of environmental re-evaluation and mitigation measures.
- Review bridge or structural design.
- Bridge design submittals to BNSF Railway for BNSF review and approval, and other rail coordination support.
- Review of preliminary and final geotechnical recommendations.
- Review and oversight for SUE.
- Geotechnical exploration for structures.
- Final boring log summaries.

2. Department Review

The Department will provide review of the Engineer’s work for conformity with Department procedures and Contract terms only. Review by the Department does not include detailed review or checking of design components and related details or the accuracy with which such is depicted. Department acceptance of the Engineer's work product, plans, studies, etc., does not constitute Department approval.
III. Phase I and II - Scope of Services

The Engineer shall prepare Environmental Documentation, Pre-Final, Final and PS&E Design Plans, access management, and engineering estimates and all reports described within each task.

1. Location and Topographic Mapping

The Engineer/Surveyor shall provide required location and topographic survey for the entire project limits suitable for planning and design. Existing right-of-way shall be surveyed and made known with the location survey and mapping deliverables, along with but not limited to, all fences, structures, utilities, signs, break-lines, and encroachments. Encroachments shall include owners name and address with perpendicular distance(s) from right of way. All surveying and mapping activities shall be performed by a qualified Professional Surveyor licensed in New Mexico and shall meet the Minimum Standards for Surveying in New Mexico (12.8.2 NMAC). The Engineer/Surveyor is responsible for establishing primary project control if not provided by the NMDOT Geodetic Unit, and shall prepare a Project Control Map per the NMDOT’s requirements. The engineer is responsible for coordinating all surveying and mapping efforts required for design and determination of right-of-way impacts due to design. The Engineer shall submit the man hour and fee proposal for the location survey and mapping efforts to the Project Development Engineer for review by the Survey and Lands Engineering staff.

a. Deliverables:

 i. Electronic Submittal of Design Data by Engineer

All survey, mapping (existing, right-of-way, and monumentation), and preliminary design data shall be created and submitted to the Department in AutoCAD/Civil 3D 2021 format adhering to the standards set by the Department for the use of that software. All design related data files must be produced using AutoCAD/Civil 3D software products. Electronic files submitted shall include, but are not limited to, geometry, points, surfaces, alignments, aerial imagery if acquired for photogrammetric mapping, coordinate system details, calibration reports, survey notes, survey field books (electronic and scanned field books with structure details), and survey data collection files. Standards and resource files are available upon request from the Engineering Automation Section. NMDOT will only accept projects delivered on CD-ROM, flash drive or external hard drive. Data is not to be compressed by any software.

All surveying and mapping activities, including surveys for Subsurface Utility Engineering (SUE) services, shall be performed by a qualified Professional Surveyor licensed in New Mexico and shall meet the Minimum Standards for Surveying in New Mexico (12.8.2 NMAC).
ii. Preliminary Property Ownership Maps

If encroachments are identified and or right-of-way maps are required, provide Preliminary Property Ownership Layout Maps. These maps may be prepared and developed by research/investigation of county records through County Assessor map/info and GIS shapefiles. This information should be acquired and shown from the sources mentioned. Preliminary property ownership maps are for informational purposes only and do not require boundary retracement efforts to identify assessor information on a clearly illustrated map.

Maps shall be prepared at a horizontal scale of 1” = 100’ and a vertical scale of 1” = 10’. Provide one (1) hard copy of the Preliminary Property Ownership Layout Maps to the NMDOT Lands Engineering Section. The Engineer/Surveyor shall submit the man hour and fee proposal for preliminary property ownership mapping efforts to the Project Development Engineer for review by the Survey and Lands Engineering staff.

iii. Right-of-Way Maps, Title Reports and Monumentation Maps

Provide final right-of-way mapping and title reports such that the Department may acquire the required right-of-way, if applicable. Submit one (1) unbound (full size) original set of the final accepted right-of-way maps to the NMDOT in addition to electronic submission as described in the Electronic Submittal of Design Data by Engineer/Surveyor. NMDOT standards and procedures are available upon request from the Lands Engineering Section.

iv. Right-of-Way & Monumentation Mapping

Right of Way (ROW) mapping shall be performed in accordance with the NMDOT Right of Way Mapping Development Procedures Handbook. The Engineer/Surveyor will prepare ROW maps for presentation and review at the pre-final design inspection review. The Department will not provide an extensive detail check of any of the final maps and plans. Temporary construction permit (TCP) locations shall also be shown on the map if they are located in areas for which mapping has been developed. TCP exhibit maps may be prepared only if there is need for ROW takes or CME’s requiring the development of ROW maps. All TCP’s shall be listed on the parcel block sheet of the final ROW Maps as well as shown on the plan and profile sheets. All encroachments shall be identified on the ROW maps within the ROW boundaries shown on the maps prepared for Final Right-of-Way. The Engineer/Surveyor is fully liable for, any errors and/or omissions in the final ROW Maps, legal descriptions, and subsequent monumentation mapping and staking. Acceptance of the final ROW Map or other work products developed by the Engineer/Surveyor under the contract and termination of the contract when work is completed will not remove any liability from the Engineer/Surveyor as outlined above.
Monumentation Mapping shall be performed in accordance with the Right of Way & Monumentation Mapping Unit’s guidelines/policies and pertinent provisions of the current Minimum Standards for Surveying in New Mexico. Upon assignment of a Final ROW map date by the Lands Engineering Section Manager and confirmation on final acquisition of ROW, the Engineer/Surveyor shall prepare the monumentation maps. Field staking of right-of-way limits as defined by the final ROW Maps and ROW Certification and recordation of the final ROW Monumentation Map(s) will be required. Field staking in accordance with approved final Monumentation Maps shall not occur prior to the issuance of the Right of Way Certification letter by the Right of Way Bureau and completion of construction. The final monumentation maps shall meet the Department's Monumentation Mapping Unit guidelines/policies and pertinent provisions of the current Minimum Standards for Surveying in New Mexico. The Engineer/Surveyor shall submit the man hour and fee proposal for ROW & Monumentation Mapping efforts to the Project Development Engineer for review by the Survey and Lands Engineering staff.

2. Coordination

The Engineer will be responsible for all coordination necessary to accomplish the work required by the Contract. This responsibility shall include coordination with all property owners and federal, state, city, county, schools and other agencies having jurisdiction or interest in the project. It is expected the Engineer will need to coordinate heavily with BNSF personnel during the entire duration of this project, as well as other agencies. This will include obtaining approvals and/or concurrence on all work that is to be completed by the Engineer including work completed by sub-contractors working under the Contract.

This responsibility shall also include obtaining all initial informal (verbal) approvals. For any required formal (written) approvals, the Engineer will provide the NMDOT with all required data and draft letters of transmittal. In the event the Engineer is not successful in obtaining informal approvals, the Engineer shall promptly notify the NMDOT in writing, and the NMDOT will assist in resolving the matter.

In addition to the above, the Engineer shall be responsible for:

- Scheduling all design reviews.
- Copying and the distribution of plans and documents.
- Writing design review reports (due within one week of the meeting).
- Writing design team meeting minutes (due within 48 hours of the meeting).
- Documenting verbal approvals in writing in the monthly reports to the design team and NMDOT.
- Perform and document property owner interviews including but not limited to: process to put in place all access permits from local agency and/or private property.
- Based on the design speed for the corridor, generate a speed declaration including support documentation for review and approval by the NMDOT.
- Being the focal point for the flow of all project activity, including the subcontractor work.

- Coordinate with public and private utility companies within the project limits, to include but not be limited to:
  - All utility coordination correspondence
  - Utility relocation coordination
  - Scheduling of meetings to discuss conflicts
  - Send necessary letters/notifications to all companies throughout the duration of the project

- Providing monthly progress reports for design, utility, environmental, right-of-way and construction.

- Providing periodic presentations to the design team, and/or NMDOT management. (i.e. Division Director, Bureau Chief, District Engineer), local agencies, and/or other public or private entities, etc., if applicable.

- Scheduling PS&E Office Review

- Writing PS&E Office Review Report

- Providing meeting minutes of all project meetings within one week of the meeting taking place.

3. **Agency & Stakeholder Coordination**

Agency and stakeholder coordination will include any agency with management responsibilities, all agencies with sensitive resource responsibilities, any agency that may have permit authority for project activities, or any stakeholders that may have a direct interest or stake in the project. In consultation with the Environmental Development Section, the Engineer will coordinate the environmental and cultural resource mitigation measures.

The appropriate federal, state, tribal, county, and local agencies, the public and other interested agencies or stakeholders will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the design development of the project. It is anticipated that coordination with the agencies and stakeholders listed below will be required during the design and construction of this project:

- BNSF Railway
- New Mexico Environmental Department (NMED)
- Federal Highway Administration (FHWA)
- Valencia County
- City of Belen
- Middle Rio Grande Conservancy District (MRGCD)
- Community School Districts
- Community Emergency Services Department
This list is for information only and not intended to be the final list of agencies to be contacted.

4. **Subsurface Utility Engineering Services and Coordination**

Utility Coordination shall be provided by the Engineer with oversight provided by the NMDOT Utility Section.

**Quality Level D:**

QL-D is the research of existing records, verbal and documented. Utilities are plotted from review of available existing records.

**Quality Level C:**

QL-C is known as the survey of visible utility facilities. Quality Level “D” information from existing records is correlated with surveyed surface-visible features (e.g., manholes, valve boxes, etc.)

**Quality Level B:**

QL- B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called “designating”. The information obtained in this manner is surveyed to project control.

**Quality Level A:**

QL-A, also known as “locating”, which involves the full use of the subsurface utility engineering services including “test holes”. It should provide information for precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of the underground features.

5. **Geotechnical Services**

See I.8 DELIVERABLES, Geotechnical Services.

6. **Preliminary Field Review**

The Engineer shall conduct a Preliminary Field Review (PFR) with the NMDOT and project stakeholders. The PFR will be held to establish the scoping for the project and identify special issues or concerns.

7. **Roadway Design Guidance**

All work accomplished under this Contract shall be in accordance with the AASHTO “A Policy on the Geometric Design of Highways and Streets,” FHWA Policy, the Department’s Survey Handbook (newest edition), other Department manuals, standards, guidelines, standard specifications and standard procedures.
8. Pre-Final, Final and PS&E Roadway Design Plans

Provide pre-final (30% and 60% completion), constructability review, final (90% completion), and PS&E (100% completion) plans for the project to be finalized that shall include: geometrics, traffic control plan, plan and profile sheets and a preliminary construction cost estimate by construction type. Project plans will include: recommended horizontal and vertical alignment, typical roadway sections, intersection layouts including auxiliary lanes if needed, slope limits, right-of-way requirements, utility relocation/adjustment requirements, and preliminary earthwork analysis. Project plans shall be prepared using NMDOT standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the NMDOT and Federal Highway Administration (FHWA).

The design plans shall include, but are not limited to, the following:

- **General Sheets**
  - Title Sheet
  - Vicinity Map
  - Project Layout Sheet
  - Index of Sheets
  - Summary of Quantities
  - General Notes and Incidental Items
  - Environmental commitments

- **Miscellaneous Sheets**
  - Typical Sections
  - Miscellaneous Details
  - Surfacing Schedule
  - Structure Quantities
  - Miscellaneous Quantities
  - Curb and Gutter Layouts
  - Erosion and Sediment Control
  - SWPPP Information Sheet
  - Seeding and Landscaping
  - Grading Plans
  - Visual/Aesthetic Details

- **Plan and Profiles Sheets**
  - Mainline
• Turnout Profiles
• Bridge/Retaining Wall/Noise Wall Plans
• Traffic Control Plans
  - Notes
  - Sequence of Construction
  - Sign Face Details
  - Traffic Control Plans/Maintenance of Traffic

  • The Engineer is to develop a proposed sequence of construction and traffic control plan for the construction of the project in consideration of the following requirements:
    ➢ Maintain access to side streets and resident driveways within the project limits.
    ➢ Include requirements for the Contractor to keep the public and businesses informed (on a periodic basis) as to the progress of the project.
    ➢ Include suggestions for the Contractor to utilize social media, radio, mailings, flyers, local papers, etc., to disseminate project related information throughout the construction phases of the project.
    ➢ Include requirements for the Contractor to provide an Incident management plan prior to the start of construction.

• Signal Plans
  - Signal Warrant Analysis for at-grade intersections
  - Signal Design Plans

• Lighting Plans
  - Lighting Analysis
  - Lighting Plan

• Permanent Signing and Striping Plans
  - Plans
  - Overhead Signs
  - Sign Face Details

• Earthwork Cross-Sections

9. **Design Completion Reviews**

Schedule and conduct the project design reviews either in person or virtually. The reviews shall be held for the entire project depending on the priority plan. Submit and distribute ten (10) bound sets of plans (11” x 17” reduced) for each design review and
distribution to be coordinated with the Project Development Engineer. Provide copies of the minutes of the reviews including comments received at the review to the members of the design team and other review participants. The minutes of the inspection reviews will be submitted within one (1) week of the plan review inspection. Provide one (1) CD or flash drive containing a PDF of the plans for each design review.

For bridge and structural design computations, provide one (1) copies of all bridge and structural computations to the NMDOT. Provide one (1) CD or flash drive containing a PDF of the design computations.

10. Final Design Reports

The Engineer shall prepare and submit to the Project Development Engineer reports subsequent to the pre-final design and final design reviews and PS&E office review detailing project status, minutes and required plan modifications within one (1) week of holding reviews.

11. Environmental Services

The environmental investigation and documentation process, subsequent circulation, and public/stakeholder meetings, shall be completed in accordance with the latest edition of the NMDOT Location Study Procedures: A Guidebook for Alignment and Corridor Studies; FHWA Technical Advisory T 6640.8A, 23 CFR Part 771; and other applicable guidelines and regulations. The use of federal funds for construction on this project requires adherence to federal and state law including, but not limited to, NEPA, which requires the identification and assessment of impacts associated with a proposed action, and mitigation of impacts if necessary.

The following are the minimum services to be provided by the Engineer:

- Environmental and Cultural Resource Investigations
- Visual Impact Assessment
- Agency Coordination and Public Involvement, including public meetings and a public hearing (if required)
- Preparation and distribution of the necessary level of environmental documentation (e.g. Categorical Exclusion or Environmental Assessment)
- Summary of all public involvement activities and Public Input Synopsis, including Transcript of Public Hearing, Public and Agency Comments, and Responses to Comments

The environmental document summarizes the environmental investigations, agency coordination, and public involvement. The effort must be commensurate with the potential for environmental impacts. The necessary level of environmental documentation will be dependent on the environmental issues discovered during the project planning process. If significant design changes have occurred or significant time has elapsed since the issuance of the environmental document, a contract amendment will be undertaken and the appropriate environmental level of effort will be negotiated.
a. **Environmental and Cultural Resources Investigations**

The environmental investigations must be conducted by an interdisciplinary team including qualified natural resource and cultural resource specialists. The environmental investigations will include, if appropriate, surveys and analyses in the following areas:

- Biological surveys conducted by qualified biologists including a biological survey report and biological evaluation for threatened and endangered species and, if necessary, an official Biological Assessment and Evaluation for Endangered Species Act compliance regulatory agency review and approval;
- Wetland determination and delineation including, if necessary, a Wetland Delineation Report for regulatory agency review and approval;
- Section 4(f) determination and evaluation including, if necessary, an official 4(f) Determination Report for land management agency and FHWA review and approval including avoidance options, alternative evaluations and measures to minimize harm;
- A visual impact assessment and Report for NMDOT review and approval;
- A cultural resource survey conducted by permitted archaeologists and historians including a report and all appropriate forms and attachments, following the guidelines set forth in 4.10.15 NMAC.
- A noise analysis including a Noise Analysis Report for NMDOT review and approval;
- An air quality analysis including, if necessary, a separate Air Quality Analysis Report for NMDOT review and approval;
- Other surveys, investigations, and analyses may be required as appropriate to the project.

Environmental investigations must include analyses of all issues mandated by NEPA as well as other state and federal environmental legislation, including Executive Orders on Wetlands, Floodplains, and Environmental Justice. The environmental investigations shall include evaluations of all appropriate alignment and typical section alternatives, including the no-build option and avoidance options. Environmental investigations will also include, as appropriate, measures to minimize harm, enhancement measures and measures to mitigate impacts.

The cultural resources survey and preparation of a final Cultural Resources Survey Report must meet all federal and state requirements. A permitted archaeologist and historian must conduct the cultural resources survey. Cultural Resource investigations shall include Historic Building inventories and all attachments, following state guidelines delineated in 4.10.15 NMAC and federal guidelines as per the National Historic Preservation Act, Section 106.

All environmental reports submitted to the NMDOT are subject to NMDOT review and approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Engineer shall
determine, recommend, and obtain NMDOT concurrence on the preferred alternative to be used for location approval in the environmental document and for final design.

b. **Agency Coordination**

Agency coordination will include any agency with management responsibilities, all agencies with sensitive resource responsibilities and any agency that may have permit authority for project activities. The Engineer will determine and coordinate the environmental and cultural resource impacts and mitigation measures of the alternatives examined, including the consequences of the no-build alternative. The appropriate local, county, and state agencies, the public and other interested agencies will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the design development of the project. The Engineer shall be responsible for all coordination that is required to provide a satisfactory Public Involvement Plan and environmental document.

c. **Context Sensitive Solutions (CSS) and Public Involvement**

The Engineer shall be responsible for the implementation and cost of all public meeting coordination, either in person or virtual, including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings. Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, and fencing issues. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

The NMDOT is committed to a Context Sensitive Solutions/Context Sensitive Design (CSS/CSD) approach to project development in the location study phase for all projects in project development. CSS/CSD is first and foremost to the NMDOT in carrying out its mission of providing for the safety and mobility of the public. The goal of CSS/CSD is to encourage an open, interdisciplinary framework in which project teams can develop roadway designs that fully consider the aesthetic, historic, cultural, and scenic values along with considerations of safety and mobility – the essence of CSS/CSD.

A successful CSS/CSD project includes effective decision making and implementation and outcomes that reflect community values and are sensitive to environmental resources. This results in project solutions that are safe and
financially feasible. For background information on Context Sensitive Design, the Engineer is referred to NCHRP Report 480, “A Guide to Best Practices for Achieving Context Sensitive Solutions”, Transportation Research Board (TRB), 2002. An additional reference is Flexibility in Highway Design published by the FHWA. This design guide illustrates how it is possible to make highway improvements while preserving and enhancing adjacent lands and communities. Flexibility in Highway Design urges highway designers to explore options beyond those used in “A Policy on the Geometric Design of Highways and Streets” (the AASHTO Green Book). The Consultant shall integrate Context Sensitive Solutions into both Studies and Design Approaches to the project.

If special or unique Context Sensitive Solutions are required for the project, those services may be negotiated and added by contract amendment.

d. **Environmental Document**

A qualified environmental professional shall be responsible for preparation of the environmental document. The environmental document summarizes the environmental and cultural resources investigations, agency coordination, and public involvement. The effort must be commensurate with the potential for environmental impacts. The necessary level of environmental documentation will be dependent on the environmental issues discovered during the project planning process. The environmental document shall be developed using the format outlined in FHWA Technical Advisory T6640.8A, 23 CFR Part 771 and other applicable guidelines and regulations. Submittal of an environmental document to the NMDOT, which is incomplete as determined by Environmental staff or the PDE, will not be reviewed. Submittal of an environmental document that is considered to be complete shall be reviewed once and comments made to the Engineer.

A complete environmental document shall have a comprehensive discussion of purpose and need, alternatives (as appropriate), environmental investigations, assessment of impacts, and appropriate mitigation as necessary. Errors or omissions not adequately corrected from the first review will be subject to liquidated damages that will be withheld from final payment of the Contract.

e. **Input Synopsis**

The public involvement summary, or Input Synopsis, and draft environmental document, shall be submitted to the NMDOT Environmental Program Manager. The Input Synopsis shall contain copies of the public involvement handouts and written comments. It shall also contain the environmental document circulation list, responses to verbal and written comments and the public involvement summary and transcript. All studies, commitments and recommendations must be summarized and finalized (cultural resources, agency permits, etc.).
f. Environmental Geology
An Initial Site Assessment (ISA) will be performed by the Department concurrently with the Engineer’s Preliminary Design activities to identify areas of concern and develop any required avoidance and/or mitigation design approaches.

12. National Pollutant Discharge Elimination System (NPDES)
The Engineer shall prepare an erosion and sediment control plan in accordance with the requirements of the NMDOT NPDES handbook dated January 1997, or current edition. The completed plans shall include the temporary erosion and sediment control measures in accordance with the NPDES requirements.

13. Distribution of Plan Copies
A distribution list will be provided to the selected Engineer and shall be coordinated with the Project Development Engineer.

14. Phase III Services
Phase III Services (engineering services provided during construction) will be negotiated and added by contract amendment, if required. The services will be detailed in the amendment to the contract.

15. Drainage Facilities
A comprehensive hydrology and hydraulics study of the project area, and a detailed analysis will be performed by the Engineer in accordance with the NMDOT Drainage Design Manual (latest version). The Engineer shall document the results of the drainage study of this project in a preliminary drainage report and a final stamped and sealed final drainage report.

16. Intelligent Transportation System (ITS) Infrastructure
Coordination with the NMDOT ITS Bureau will need to be conducted by the Engineer to determine if ITS infrastructure will need to be included with this project.

17. Landscaping / Aesthetics
Landscaping design will be limited to the re-vegetation of disturbed slopes outside the widened roadway within the project R/W. The roadside will be reseeded as determined by the Department Landscape Architect.

18. Quality Control
A Project Specific Quality Control Plan is required for each phase or separate work item of this project. The specific requirements are outlined in the Consultant Services
Procedures Manual & Handbook. The quality control plan shall also follow any additional requirements outlined in the New Mexico Department of Transportation Design Manual. The plan should include, at a minimum, the following information:

- **Overview**
  - Use of the corporate QA/QC Plan (tailored to the individual project).
  - Demonstrate training of team members in QA/QC process.
  - Show clear understanding of Client’s standards and objectives for the project.
  - Distribute a copy of this QA/QC Plan to all team members.

- **Responsibility for Plan Implementation**
  - Identify the primary person responsible for implementing the QA/QC Plan.
  - Identify the primary person responsible for coordinating interdisciplinary technical reviews and quality/constructability reviews.
  - Identify the primary person responsible for auditing plan implementation.

- **Procedures to be used**
  - Method by which designers and technicians check each other’s work.
  - Provisions for independent design checks.
  - Establish design computation procedures to check all design work.
  - Requirements for performing QA/QC process on all project documents.
  - Use of appropriate, industry accepted or verifiable computer hardware and software.
  - Project Specific Items (In this section the Project Manager 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.)
ENGINEERING SERVICES AGREEMENT

This Agreement is between the New Mexico Department of Transportation (Department) and <<Insert Company Name >> (Contractor). The Start Date of this Agreement is the date of the Notice to Proceed to the Contractor for the project described in Section 1, below.

Now Therefore, the parties agree follows:

1. Scope of Work.
The Contractor shall perform the services described in Appendix A, Scope of Work.

This is a project specific Engineering Services Agreement for <<Insert name of project>> : CN <<Insert>>. This Agreement is funded in whole or in part by the Federal Highway Administration (FHWA). >>

2. Payment for Services.
   a. Compensation.
The Department will pay for engineering services based on compensation, unit rate schedule, applicable New Mexico gross receipt taxes (GRT), liquidated damages and retainage, all of which are identified in Appendix B, Compensation/Rates. Payment will not be made for services provided prior to the Contractor’s receipt of a Notice to Proceed and after the expiration of this Agreement. Contractor must use the Department’s form for the submission of an invoice.

   b. Acceptance/Rejection.
Contractor must submit a detailed statement with supporting documentation accounting for all services performed and expenses incurred. The Department will determine if the invoice is appropriately documented and the services provided meets federal and state specifications and complies with the requirements of this Agreement.

Within thirty (30) business days after the Department receives an invoice, the Department will issue a written notice of complete or partial acceptance or rejection of services. If the Department finds that the invoice and/or the services are not acceptable, it will, provide to the Contractor a writing explaining the defect, indicating issues, unacceptable items and/or requested revisions. The Contractor has ten (10) business days from the date of the writing to resubmit the invoice and services with all appropriate corrections or modifications made and/or addressed. If the work is once again determine to be unacceptable, the Contractor will be required to provide a remediation plan that must include a timeline for corrective action acceptable to the Department. The Contractor shall be subject to all damages and remedies.
attributable to the late delivery of the services and available at law or equity. In the event that services must be resubmitted more than twice for Acceptance, the Contractor will be deemed in breach. The Department may terminate this Agreement without further consideration by issuing a written Notice of Termination for Default effective immediately.

Upon acceptance of the services, payment will be made to the Contractor within thirty (30) days. If payment is made by mail, the payment will be deemed tendered on the date it is postmarked. However, the agency will not incur late charges, interest, or penalties for failure to make payment within the time specified in this Section 2b.

c. Taxes.
Unless exempt, the Contractor is responsible for making payment of gross receipts taxes to the New Mexico Department of Taxation and Revenue.

3. Start Date and Term.
The Start Date of this Agreement is the date of the Notice to Proceed to the Contractor, which is after the Agreement has been fully executed and funding has been obligated for the project described in Section 1, above. This Agreement will terminate four (4) years from the date of the Notice to Proceed unless terminated pursuant to Section 4, Termination, Suspension and Delays, or Section 5, Appropriations. A professional services contract, including extensions and renewals, is limited to four (4) years, except as set forth in NMSA 1978, Section 13-1-150.

4. Termination, Suspension and Delays.
   a. Termination for Convenience.
The Department may terminate this Agreement for convenience, in whole or in part, if the Department determines that termination is in its best interest. Such a notice will be in writing, and effective thirty (30) days from the date on the writing.

b. Termination for Cause.
The Department may terminate this Agreement for default for the Contractor’s failure to:
   1. Perform services as detailed in Appendix A and in any amendments
   2. Complete this Agreement within the timeframe specified and in any amendments
   3. Comply with any material term of this Agreement

If the Department contemplates termination under the provisions of this Section 4b, the Department will issue a written notice of default, indicating issues, unacceptable items and/or requested revisions. Upon receipt of the letter, the Contractor has ten (10) business days to correct the deficiency. If the work is once again determined to be unacceptable, the Contractor will be required to provide a remediation plan that must include a timeline for corrective action acceptable to the Department. The Contractor will be subject to all damages and remedies attributable to the late delivery of the services and available at law or equity. In the event that services must be resubmitted more than twice for Acceptance, the Contractor will be deemed in breach. The Department may terminate this Agreement without further consideration by issuing a written Notice of Termination for Default effective immediately.
c. Suspension.
Work under this Agreement may be suspended by written order at the Department’s sole
discretion. The Contractor is not entitled to any compensation when work is suspended. A
suspension will be treated as a delay caused by the Department under Section 4d1, below,
and may receive a reasonable time extension.

d. Delays.
The parties agree to perform their obligations with due diligence and to cooperate so that the
project will be completed within the time frame(s) provided by Appendix A and the Notice to Proceed.
1. In the event of delays caused by the Department, the Contractor may receive a
reasonable extension of time, but in no event will the Contractor terminate work for
delays caused by the Department.
2. If a delay is attributable to the Contractor’s fault or to matters within its control,
extensions will not be granted. The Contractor will be subject to assessment of liquidated damages.

e. Termination and Suspension Management
1. Within five (5) business days of the effective date of termination for convenience,
termination for cause or suspension, the Contractor shall deliver to the Department:
a. All design plans, construction estimates, drawings, documents, survey books and
   any or all other materials developed under this Agreement.
b. Submit an engineering progress report.
2. The Contractor will be compensated only for work that was accepted prior to the
termination or suspension of this Agreement.
3. The Department may withhold reasonable amounts of payments for the purpose of
setoff until such a time as the exact amount of damages due from the Contractor are
determined.
4. In the event of termination for convenience, there will be no payment for anticipated
profit, unperformed services or unabsorbed overhead.
5. In the event of Termination for Default, the Department is entitled to recover all
direct, indirect, and consequential costs for completion of the Scope of Work,
Appendix A, whether performed by Department employees or by another Contractor.

5. Appropriations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations
being made by the Legislature of New Mexico or the Congress of the United States. If sufficient
appropriations and authorizations are not made by the Legislature or the Congress, this
Agreement will terminate upon written notice being given by the Department to the Contractor.
The Department is not committed to expenditure of any funds until such time as they are
programmed, budgeted, encumbered, and approved for expenditure by the Department. The
Department’s decision as to whether its funds are available is final. If the Department proposes
an amendment to unilaterally reduce funding, the Contractor has the option to terminate the
Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed
amendment.
6. Confidentiality.
Any confidential information provided to or developed by the Contractor in the performance of this Agreement must be kept confidential and not made available to any individual or organization by the Contractor without prior written approval by the Department.

7. The Product of Service, Patents and Copyrights.
All documents and materials developed or acquired by the Contractor in the performance of this contract – which includes but is not limited to computer program elements, reports, tracings, drawings, estimates, field notes, investigations, design analysis, structural calculations and studies – are the property of the Department. These products of service must not be used, released, patented or copyrighted by the Contractor or by any other person except with the prior written approval of the Department. All the products of services are to be delivered to the Department no later than the termination date of this Agreement and before final payment. The Contractor is required to include this clause in all subcontracts.

8. Approval of Contractor Personnel.
Once work has started, changes of personnel may be made by the Contractor with the prior written consent of the Department. Replacement of any Contractor personnel, if approved, will be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel will not be unreasonably withheld. The Department retains the right to request the removal of any of the Contractor’s personnel at any time.

9. Employment of Department Employees.
Unless approved by the Department in writing, the Contractor shall not:
   a. Employ any professional or technical employee(s) who are part time, full time, or who have been in the employment of the Department during the life of this project, or
   b. Directly or indirectly solicit, offer, promise, coerce, promote or give anything of value to any such professional or technical employee as inducement to leave the employment of the Department for any reason whatsoever.

10. Status of Contractor.
The Contractor, its employees, agents and subcontractors are intended to be independent contractors performing professional services for the Department and are not employees of the Department. The parties agree that no persons supplied by the Contractor are Department employees, and that no rights of a State of New Mexico employee, retirement or personnel rules, or use of Department vehicles or property, accrue to such persons.

The Contractor shall not in any way exercise any portion of the authority or sovereign powers of the State of New Mexico or the Department and shall not make any agreements, commitments or represent itself as an agent of the State of New Mexico or the Department.

11. Permits and Licenses.
The Contractor represents that it is properly organized under the laws of the State of New Mexico, as applicable, and is in good standing to do business in the State of New Mexico. The
Contractor shall procure all permits and licenses as required by law and pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work.

12. Assignment.
The Contractor shall not assign or transfer any interest, right or obligation or assign any claims for money due or to become due without prior written approval of the Department.

The Contractor may subcontract for part of the services with prior written approval by the Department. A subcontract of $10,000 or more must contain all the provisions of this Contract.

The Contractor shall require the subcontractor to have insurance as required under Section 16 below and to name the Department as an additional insured on the Contractor’s policy. A certificate of insurance must be provided to the Department and it must state that the coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Contractor shall require the subcontractor to defend, indemnify and hold harmless the Department and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the breach of this Agreement — including but not limited to breach of contract, unfair business practices, antitrust, RICO, fraud — or performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor has or is performing services pursuant to this Agreement.

14. Liability.
The Contractor shall defend, indemnify and hold harmless the Department and the State of New Mexico from all actions, proceeding, claims demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the breach of this agreement — including but not limited to breach of contract, unfair business practices, antitrust, RICO, fraud — or performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor has or is performing services pursuant to this Agreement.

In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice, notify the legal counsel of the Department and the Risk Management Division of the New Mexico General Services Department by certified mail.
The indemnification obligation is not limited by the existence of any insurance policy or by limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor, and survives the termination of this Agreement. Money due or to become due to the Contractor may be retained, as necessary, to satisfy any outstanding claim that the Department may have against the Contractor.

The Contractor has total responsibility for the accuracy, completeness and correctness of plans and related data. Department review of the plans will be for conformity with Department procedures and state and federal standards and specifications. Review by the Department does not include a detailed review or checking of design components and related details or the accuracy with which such designs are depicted on the Contractor’s plans and reports.

All documents and materials developed or acquired by the Contractor in the performance of this contract is the property of the Department. The Contractor is liable for replacement, if these materials are destroyed or lost prior to transferring possession.

The Department does not waive its immunity and limitations of liability under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et Seq.

15. Insurance.
The Contractor shall procure insurance, as detailed on Appendix C, Insurance Requirements, with an insurance company authorized to do business in New Mexico. Insurance must cover all operations under this Agreement, whether performed by the Contractor, the Contractor’s agents or employees, or subcontractors. The insurance must be maintained until all obligations, including any warranty period, has been discharged. The Contractor shall provide a Certificate of Insurance, to be attached to Appendix C.

16. Records and Audit.
If this Agreement is solely state funded, the Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the Agreement period and for five (6) years from the date of final payment.

If this Agreement is federal funded in part or in whole, the Department, the Federal Highway Administration, and the United States Comptroller General must be provided access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment.

17. Release.
The Contractor, upon final payment, releases the Department, its officers, and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. The Contractor agrees to assure that no person will be excluded, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements, the Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work called for under this Agreement. The Contractor further agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964, 49 CFR Part 21, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, Executive Order 12898, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements USDOT may issue.

20. New Mexico Employees Health Coverage.
   a. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for those employees, and to offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the state exceeds $250,000.
   b. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance, (b) declined health insurance due to other health insurance coverage already in place, or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
   c. Contractor agrees to advise all employees of the availability of state publicly financed health care coverage programs

21. Conflict of Interest.
The Contractor warrants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services. If the Contractor serves as a representative for other entities or agencies, public or private, within the project area during the term of this Agreement, Contractor shall immediately notify the Department for evaluation of potential conflict(s). The Contractor shall comply with the New Mexico Governmental Conduct Act, the New Mexico Financial Disclosures Act and the campaign disclosure provisions of the New Mexico Procurement Code. The Contractor has completed the Campaign Contributions Disclosure Form, Appendix D.
22. **Certifications.** *(Applicable to federally funded agreements)*

Attached to this Agreement as **Appendix E, Certifications** are: the No Solicitation of Contract Certification of Contractor; the No Solicitation of Contract Certification of the Department and, if applicable, the Standard Form LLL – Disclosure of Lobbying Activities.

The Contractor certifies by signing this Agreement that to the best of its knowledge and belief:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. In addition to the Certification in paragraph a above, if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. Section 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees by signing this Agreement/Amended Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subcontractors shall complete and submit certify Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

23. **Disadvantaged Business Enterprise (DBE).** *(Applicable to federal-funded agreements)*

In accordance with 49 CFR 26 or as may be amended, the Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following:

a. **DBE Policy:** It is the policy of the Department to implement the provisions of 49 CFR 26, other pertinent regulations, and source legislation. The objectives are to:
   1. Ensure nondiscrimination in the award and administration of United States Department of Transportation (USDOT)-assisted contracts in the USDOT’s highway, transit, and airport financial assistance programs;
   2. Create a level playing field on which DBE’s can fairly compete for USDOT-assisted contracts:
3. Ensure that the Department’s DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet the eligibility standards specified in 49 CFR 26 are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBE’s in USDOT-assisted contracts; and
6. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

b. DBE Goal: The Department will establish the state DBE goal on a tri-annual basis. The Federal Fiscal Year <<Insert>> DBE goal is <<Insert>>% for federal aid highway construction and design of which <<Insert>>% will be attained through race neutral measures and <<Insert>>% through race-conscious measures.

c. Record Keeping Responsibilities: The Contractor is responsible to assure that its DBE liaison officer completes and submits the appropriate forms required by the DBE Program to the Department’s project manager or to the Department’s Construction and Civil Rights Bureau/DBE Program at the following address:

New Mexico Department of Transportation
Construction and Civil Rights Bureau
1570 Pacheco Street, Suite A10
Santa Fe, New Mexico 87505

d. Department’s DBE Program: The Department’s DBE Program as required by 49 CFR 26 and as approved by USDOT, is incorporated by reference and made part of this Agreement. If any provision of the DBE Program conflicts with 49 CFR 26, the provision of 49 CFR 26 will prevail. Implementation of this program is a legal obligation and failure to carry out its terms will be treated as a violation of this Agreement. Upon notification to the Contractor of its failure to carry out the terms and conditions of the DBE Program, the Department may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.). From time to time, the Department might receive interpretations from USDOT, which will be binding on the Department and Contractors.

e. DBE Obligations: The Department and the Contractor agree to ensure that DBEs, as defined in 49 CFR 26, will have the maximum opportunity to participate in the performance of services and work financed in whole and in part with federal funds under the Agreement.

In this regard, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of contract, which may result in the termination of the contract or such other remedy as the Department deems appropriate may include, but is
not limited to (i) withholding monthly progress payments; (ii) assessing sanctions; (iii) liquidated damages; and/or (iv) disqualifying the Contractor from future bidding and non-responsive.

24. **Applicable Law, Jurisdiction and Venue.**
This Agreement is governed by the laws of the State of New Mexico and, if federally funded, the laws of the United States of America, including but not limited to the regulations, policies, procedures and directives of the United States Department of Transportation.

The New Mexico Procurement Code, NMSA 1978 Sections 13-1-28, et seq., the state’s criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Violation of federal laws and regulations could result with the loss of federal funds as well as penalties under 18 U.S.C. Section 1001.

The Contractor acknowledges the jurisdiction of the courts of the State of New Mexico over any adversarial proceedings arising out of this Agreement and that venue for any such proceeding will be in the First Judicial District Court for the County of Santa Fe, New Mexico.

25. **Merger.**
This Agreement constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all other agreements, whether written or oral, between the parties.

26. **No Third-Party Beneficiary.**
This Agreement does not confer any rights or remedies on anyone other than the Department and the Contractor.

27. **Severability.**
If any term or condition of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected and will be valid and enforceable.

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

29. **Appendices.**
The following are a part of this Agreement:
   - Appendix A, Scope of Work
   - Appendix B, Compensation/Rates
   - Appendix C, Insurance Requirements
   - Appendix D, Campaign Contributions Disclosure Form
   - Appendix E, Certifications *(Applicable to federally funded agreements)*
30. Amendment.
This Agreement may be amended by an instrument in writing executed by the parties. An amendment may include modifications to the Scope of Work, Appendix A, when unanticipated changes in the character of the work require a change in the nature of the design. The Scope of Work for project-specific agreements may involve up to three phases and take a phase-by-phase approach, requiring amendments to add new phases.
In Witness Whereof, each party is signing this Agreement on the date stated opposite that party’s signature. Signatures are dated for reference purposes only.

New Mexico Department of Transportation

By: ___________________________ Date: ________________
Cabinet Secretary or Designee

<<Insert Company Name >>

By: ___________________________ Date: ________________
Print Name: ______________________________
Title: ________________________________

Approved as to form and legal sufficiency by the Department’s Office of General Counsel.

By: ___________________________ Date: ________________
Assistant General Counsel

I hereby certify that, <<Insert Company Name >> tax identification number, <<Insert>> is registered with the New Mexico Taxation and Revenue Department for payment of gross receipt taxes.

Taxation and Revenue Department

By: ___________________________ Date: ________________
APPENDIX A OF THE CONTRACT

Scope of Work

Project Specific

1. Services to be Performed:
Provide Project Specific services as identified in this Scope of Work. Contractor shall not proceed until it has received a Notice to Proceed.

2. The Contractor shall:
   a. Meet the standards, effective at the Start Date of this Agreement and as amended, in the:
      1. The New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction.
      4. Standards established by the American Association of State Highway and Transportation Officials, the American Society for Testing and Materials.
      5. Department Infrastructure Design Directives.
   b. Comply with deadlines and/or completion dates identified below.
   c. Fully perform the work detailed in the Scope of Work.
   d. Provide accurate, complete, and correct plans and related data.
   e. Attend field inspections, conferences, or public meetings as required by the project and the Department.
   f. Maintain a New Mexico Office and a New Mexico Professional Contractor registration, as applicable.

3. Department Review.
Department review of the plans will be for conformity with Department procedures and state and federal standards and specifications. Review by the Department does not include a detailed review or checking of design components and related details or the accuracy with which such designs are depicted on the Contractor’s plans and reports.

4. Completion dates:

5. Scope of Work:
The following describes the required tasks and subtasks to be performed by the Contractor.

<<Attach Scope of Work>>
APPENDIX B OF THE CONTRACT

Compensation/Rates

Project Specific

**Total Compensation:** Up to $---------------- **Choose all that apply:** for this single phase project / Phase I A/B, C, D; Phase II; Phase III. **This amount does not include GRT.**

**New Mexico GRT:** The Department will pay GRT at the rate applicable at the time of service. Contractor shall include GRT in each invoice.

**Rates:** The Contractor’s Unit Rate Schedule and Certification of Final Indirect Costs, if applicable, is attached to this Appendix B.

**Multi-Phase Project:** The Contractor shall be paid based on the compensation, unit rate schedule, applicable GRT, and if any completion dates, liquidated damages and retainage will apply. The Contractor shall commence work upon receiving a **Notice to Proceed,** which will include any completion dates.

**Method of Payment:** **Choose one:** Lump Sum Upon Completion / Monthly Invoice / Quarterly Invoice.

**Liquidated Damages:** **Choose one:** Yes / No

If the Contractor fails to meet completion dates in **Appendix A** on which liquidated damages apply, the Department will assess Two Hundred Fifty Dollars ($250) for each day of delay or one-quarter of one percent per day of the Contractor’s sum fee, which ever is less. Liquidated damages will be withheld from final payment. If the liquidated damages exceed the retainage due, the Contractor shall be liable to pay the Department the amount of such excess.

The terms “satisfactory completion” or “satisfactorily completed” for the purpose of assessing liquidated damages mean:

a. Return in satisfactory condition all of the Department’s loaned documents and materials, including survey books and field notes; and

b. Delivery of Contractor’s work product including, the design information, standard drawings, field notes and other pertinent documents. Such delivery means actual transfer of possession in the form approved by the Department incorporating all required plan corrections and clarifications.

c. Acceptance, in writing, by the Department of the Contractor’s work.

If the Contractor is unable to meet completion dates for reasons beyond its control, the Contractor may request an extension. Such a request must be made in writing no later than thirty (30) days before the completion date. The Department may extend the completion dates, which will be done in writing.
Retainage: <<Choose one: Yes / No >>
If indicated above, the Department will hold as retainage 5%. The Department will pay for work performed until payments made equal 95% of the total amount for the applicable Phase. The remaining 5% Retainage will be paid upon satisfactory completion of Services, respectively. All amounts retained will be released to the Contractor upon project completion and acceptance.
APPENDIX C OF THE CONTRACT

Insurance Requirements

The Contractor shall procure insurance, as detailed below, and provide a Certificate of Insurance, which is attached to this Appendix C. The limits cited below are minimum limits. The Department does not intend that these limits define what constitutes adequate insurance coverage. The insurance coverage required in no way limits the Contractor’s liability under this Agreement.

The Contractor may purchase an umbrella or excess policy to secure these limits. Any umbrella or excess insurance must follow form equal to or broader in coverage than the underlying insurance requirements, including but not limited to additional insurance endorsement.

1. Minimum Scope and Limits

a. General Liability – Occurrence Form
   The Policy must include the following:
   1. Personal and Bodily Injury: $1,000,000 each person; $2,000,000 each occurrence (annual aggregate)
   2. Property Damage: $2,000,000 each occurrence (annual aggregate)
   3. Products – Completed Operations Aggregate: $1,000,000. Products and completed operations coverage must be maintained for three (3) years after completion of design
   4. Personal and Advertising Injury: $1,000,000
   5. Blanket Contractual Liability – Written and Oral: $1,000,000
   6. Damage to Rented Premises: $50,000
   7. Each Occurrence: $1,000,000

b. Business Automobile Liability:
   The Policy must cover all vehicles, owned, hired and/or non-owned used in the performance of this Agreement.
   1. Personal and Bodily Injury: $1,000,000 each person; $2,000,000 each occurrence (annual aggregate)
   2. Property Damage: $2,000,000 each occurrence (annual aggregate)

c. Professional Liability (Errors and Omissions)
   1. Each Claim, $1,000,000
   2. Annual Aggregate, $2,000,000

In the event that the Professional liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
d. Workers Compensation and Employers Liability
   1. Workers Compensation: Comply with statutory requirements, as amended, under the New Mexico Worker’s Compensation Act (NMSA 1978, Sections 52-1-1 et seq.) and the New Mexico Occupational Disease Disablement Law (NMSA 1978, Sections 52-3-1 et seq.).
   2. Employers’ Liability
      i. Each Accident: $1,000,000
      ii. Disease – Each Employee: $1,000,000
      iii. Disease – Policy Limit: $1,000,000

e. Aircraft Liability – Per Occurrence Form (if applicable)
   If the Contractor or its subcontractor will be using aircraft to perform any portion of this Agreement, then aircraft liability must be provided. The policy must include bodily injury, property damage, personal injury and broad form contractual liability.
   1. Products – Completed Operations Aggregate: $1,000,000
   2. Personal and Advertising Injury: $1,000,000
   3. Hangarkeepers Liability: $1,000,000
   4. Per Seat Limit: $1,000,000
   5. Blanket Contractual Liability – written and oral: $1,000,000
   6. Fire Legal Liability: $50,000
   7. Each Occurrence: $5,000,000

f. Valuable Papers Coverage
   Valuable papers insurance must be included in the policy for a minimum of $25,000 or in a higher amount sufficient assure the restoration of any document, memoranda, plans, specifications, drawings, media, computer files, data or other information related to the work of the Contractor in the completion of this Agreement.

2. Additional Insured
   The General, Automobile and Aircraft Liability policies must name the Department as an additional insured. The form must conform to the most current version of the Insurance Services Office’s CG 2010, Additional Insured Endorsement Form. The Certificate of Insurance must state that the coverage provided under each policy is primary over any other valid and collectible insurance. Such additional insured must be covered to the full limits of liability purchased by the Contractor, even if those limits are in excess of those required by this Agreement.

3. Certificate of Insurance
   The Contractor shall provide a Certificate of Insurance evidencing the above insurance before the Department issues a Notice to Proceed. The Certificate of Insurance must be made part of this Agreement. The Contractor shall provide a Certificate of Insurance to the Department on renewal of a policy or policies as necessary during the term of the Agreement.
APPENDIX D OF THE CONTRACT

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative
or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:
Contribution Made By: __________________________________________
Relation to Prospective Contractor: __________________________________________
Name of Applicable Public Official: _________________________________________
Date Contribution(s) Made: __________________________________________
Amount(s) of Contribution(s) __________________________________________
Nature of Contribution(s) __________________________________________
Purpose of Contribution(s) __________________________________________

(Attach extra pages if necessary)

________________________________________
Signature    Date

Title (position)
—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

______________________________  _______________________
Signature       Date

______________________________
Title (Position)
APPENDIX E OF THE CONTRACT

Contract No.: ______________________
Vendor No.: ______________________
Control No.: ______________________

NO SOLICITATION OF CONTRACT
CERTIFICATION OF ENGINEER

I hereby certify that I am the (title) _________________________ and duly authorized representative of the firm of _________________________, whose address is ________ and that neither I nor the above firm I represent has:

a. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract.

b. Agreed, as an express or implied condition for obtaining the contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or

c. Paid, or agree to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract.

d. As Per OMB Circular A-133 Compliance Supplement, 2015, or as amended, _________________________certifies that the organization and its principals are not suspended or debarred.

Except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the New Mexico Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation (if applicable), in connection with this Contract involving participation of Federal-Aid highway funds (if applicable), and is subject to applicable State and Federal laws, both criminal and civil.

By: _____________________________ Date: __________________________
APPENDIX E OF THE CONTRACT

Contract No.: ____________________
Vendor No.: ____________________
Control No.: ____________________

Engineering Firm: ____________________

NO SOLICITATION OF CONTRACT

CERTIFICATION OF NEW MEXICO DEPARTMENT OF TRANSPORTATION

I, __________________________, as Deputy Secretary or Designee of the Department of Transportation of the State of New Mexico do hereby certify, that the above Engineering firm or its representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract 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):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation (if applicable), in connection with this Contract involving participation of Federal-Aid highway funds (if applicable), and is subject to applicable State and Federal laws, both criminal and civil.

By: __________________________    Date: __________________________
APPENDIX E OF THE CONTRACT

DISCLOSURE OF LOBBYING ACTIVIST
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
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<tr>
<td>b. grant</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
</tr>
<tr>
<td>d. loan</td>
</tr>
<tr>
<td>e. loan guarantee</td>
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<tr>
<td>f. loan insurance</td>
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</tbody>
</table>

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<tr>
<th>2. Status of Federal Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. bid/offer/application</td>
</tr>
<tr>
<td>b. initial award</td>
</tr>
<tr>
<td>c. post-award</td>
</tr>
</tbody>
</table>

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<tr>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. initial filing</td>
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<tr>
<td>b. material change</td>
</tr>
</tbody>
</table>

For Material Change Only:
year ______ quarter ______ date of last report ______

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime</td>
</tr>
<tr>
<td>Subawardee</td>
</tr>
<tr>
<td>Tier _____, if known:</td>
</tr>
</tbody>
</table>

Congressional District, if known:

<table>
<thead>
<tr>
<th>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</th>
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</table>

Congressional District, if known:

<table>
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<tr>
<th>6. Federal Department/Agency:</th>
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<table>
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<tr>
<th>7. Federal Program Name/Description:</th>
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<tbody>
<tr>
<td>CFDA Number, if applicable: _______</td>
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<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>9. Award Amount, if known:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

| 10. a. Name and Address of Lobbying Entity |
| (if individual, last name, first name, MI): |

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI):

| (attach Continuation Sheet(s) SF-LLL, if necessary) |

<table>
<thead>
<tr>
<th>11. Amount of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ _________ actual planned</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. Form of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. cash</td>
</tr>
<tr>
<td>b. in-kind; specify: nature ________ value ________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Type of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. retainer</td>
</tr>
<tr>
<td>b. one-time fee</td>
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<tr>
<td>c. commission</td>
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<tr>
<td>d. contingent fee</td>
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<tr>
<td>e. deferred</td>
</tr>
<tr>
<td>f. other; specify: _________________________</td>
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</tbody>
</table>

| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: |

| (attach Continuation Sheet(s) SF-LLL, if necessary) |

<table>
<thead>
<tr>
<th>15. Continuation Sheet(s) SF-LLL, attached:</th>
</tr>
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<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

| 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the person above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. |

Signature: ____________________________  Date: ________
Print Name: ___________________________
Title: ________________________________
Telephone No.: ________________________

Federal Use Only:  
Authorized for Local Reproduction  
Standard Form LLL (Rev. 7-97)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the Implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-80-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (Mi).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.
APPENDIX C TO RFP 21-04

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals No. 21-04
CN: A302220
NM 109 Jarales Rd. Phase IC/D and Phase II Services

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with “Appendix I”.

The acknowledgement of receipt should be signed and returned to the Procurement and Facilities Management Division, NMDOT, by the close of business on June 26, 2020. Only potential Offerors who elect to return this completed form will receive copies of RFP amendments, if any are issued. The following information will be used for all correspondence related to this Request for Proposals.

FIRM: _________________________________________________________________

REPRESENTED BY: _____________________________________________________

TITLE: __________________________ PHONE NO.: __________________________

E-MAIL: __________________________ FAX NO.: __________________________

ADDRESS: _____________________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: _____________

SIGNATURE: __________________________ DATE: __________________________

Please return completed form to the name and address listed below.

Juanita Sanchez
New Mexico Department of Transportation
Procurement
PO Box 1149, Room #113
Santa Fe, New México 87504-1149
Ph. (505) 629-8790
E-Mail: Juanita.Sanchez@state.nm.us
APPENDIX D TO RFP 21-04

PROJECT/CONTRACT LISTING FORM

Offerors shall list all current contracts with the NMDOT, containing similar work(s) to the scope of work as contained in the RFP. This form shall only include the contract(s) that the proposing Offeror has with the NMDOT; subcontractor information is not required.

FIRM: _______________________________ DATE: _____________

Table A – Project Specific Contracts

<table>
<thead>
<tr>
<th>PROJECT DIRECTLY AWARDED TO FIRM</th>
<th>CONTRACT DATE</th>
<th>CONTRACT AMOUNT (in dollars $)</th>
<th>% COMPLETE TO DATE</th>
<th>CONTRACT AMOUNT EXPENDED TO DATE (in dollars $)</th>
<th>CONTRACT REMAINING BALANCE (in dollars $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>5.</td>
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<td>TOTALS</td>
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</tbody>
</table>
### Table B – On-call Contracts

<table>
<thead>
<tr>
<th>PROJECT DIRECTLY AWARDED TO FIRM</th>
<th>CONTRACT DATE</th>
<th>CONTRACT AMOUNT</th>
<th>TOTAL AMOUNT TASKED OUT TO DATE (in dollars $)</th>
<th>% OF TASKED OUT WORK COMPLETE TO DATE</th>
<th>TOTAL TASKED OUT WORK EXPENDED TO DATE (in dollars $)</th>
<th>TOTAL REMAINING BALANCE OF TASKED OUT WORK (in dollars $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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<td><strong>TOTALES</strong></td>
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</table>

Notes:
1. If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction cost.
3. Federal funds shall be included in project calculations pursuant to 13-1-120B (6).
4. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.
5. Contact the person designated in Section I, Paragraph D if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

**REMARKS:**
APPENDIX E TO RFP 21-04: CAMPAIGN CONTRIBUTION
DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: __________________________________________

Relation to Prospective Contractor: _________________________________

Name of Applicable Public Official: _________________________________

Date Contribution(s) Made: _______________________________________

Amount(s) of Contribution(s) ______________________________________

Nature of Contribution(s) _________________________________________

Purpose of Contribution(s) _________________________________________

(Attach extra pages if necessary)

Signature __________________ Date _____________________

__________________________________________
Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

________________________________________  _______________________
Signature       Date

________________________________________

Title (Position)
APPENDIX F TO RFP 21-04

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000, $500,000 or $1,000,000.

Signature of Offeror:_________________________ Date________
## APPENDIX G TO RFP 21-04

### Proposed Work Participation Chart

<table>
<thead>
<tr>
<th>Role</th>
<th>Firm Name</th>
<th>% of Project</th>
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<tbody>
<tr>
<td>Prime</td>
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<td>Sub</td>
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</table>
Form No. A-1013 (Rev. 8/05)

New Mexico Department of Transportation
DESIGN OR OTHER CONSULTANT
OFFEROR’S LIST

Consulting Firm: ___________________________ Control No. _______________________

Contact Name: ___________________________ RFP Number _______________________

Consulting Firm Address: ______________________________________________________
Telephone:______________ Fax:______________ E-Mail: ____________________________

The Offeror’s List will include all sub-consultants contacted by the prime design consultants for consideration for the design team. Failure to submit this form at the time of submittal of the consultant proposal will render the proposal non-responsive.

ALL SUB-CONSULTANTS:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>TELEPHONE</th>
<th>STATUS: DBE / NON-DBE</th>
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<tbody>
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</table>
## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

<table>
<thead>
<tr>
<th>OFFEROR NAME</th>
<th></th>
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<tbody>
<tr>
<td>CONTROL NUMBER</td>
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<td>TERMINI</td>
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</table>

I, ______________________________(NAME), __________________________ (TITLE) for the firm of ________________________________________________, an Offeror for the New Mexico Department of Transportation (Department) on the above-mentioned project, agree that ____________________________________ (FIRM NAME) will maintain the confidentiality of all information designated by the Department as “draft” or “confidential” that is gained as a result of our involvement in the above-mentioned project. This includes proprietary information and information designated confidential in accordance with 1.4.1.45 NMAC, and NMSA 1978, Section 13-1-39 (1984).

_________________________________________ (FIRM NAME) will maintain security and control over all documents containing such confidential information in our custody.

_________________________________________ (FIRM NAME) will not make copies of any documents, nor remove documents from the assigned locations, and will return documents to the Department when work with the documents is complete.

_________________________________________ (FIRM NAME) will not divulge any confidential information to the media, any member of the public, or any employee of the consultant not involved in this project without the consent of the Department.

Furthermore, _________________________________ (FIRM NAME) agrees not to accept gratuities or favors in exchange for such confidential information. The New Mexico State Procurement Code, NMSA 1978 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation.

This agreement is subject to the laws of the State of New Mexico, and all applicable rules and regulations.

Signed: ___________________________________________   Date: ________________________

Title: _____________________________________

Printed Name: _____________________________

Printed Title: _______________________________