

**LEGAL NOTICE
PROFESSIONAL SERVICES
RFP's 16-27 - 16-28**

The New Mexico Department of Transportation (NMDOT) is requesting proposals from qualified firms for Professional Services for the following project(s):

RFP: 16-27

**CN: S100121
PN: S100121
Rabbit Road – St. Francis Drive to Richards
Ave MP 0-3.5**

RFP: 16-28

**CN: A301020
PN: A301020
NM 423 – 2nd Street to Wyoming Blvd.**

Requests for Proposal (RFP) packages are available at the following:

1. Via the Internet at the following address:
http://dot.state.nm.us/en/RFP_Listings.html

OR

2. By written request via mail or fax to the following address:

NMDOT
Procurement Services Bureau
Attn: Vanessa Ytuarte
Room 103
1120 Cerrillos Road
Santa Fe, NM 87505
Telephone: (505) 827-5492

All proposals must be received and recorded by the Procurement Services Bureau, NMDOT 1120 Cerrillos Road (Room 103) Santa Fe, NM 87505 NO LATER THAN 2:00 PM, local prevailing time, on **February 9, 2016**.

A pre-proposal meeting will be held for this project on **January 21, 2016 at 1:30 p.m.** at the NMDOT General Office, 1120 Cerrillos Road, Santa Fe, New Mexico, Training Rooms 1 & 2.

The Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the State of New Mexico; and the NMDOT.

NMDOT Equal Opportunity

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

**ANY PROPOSAL SUBMITTED AFTER THE
DATE AND TIME SPECIFIED ABOVE WILL BE
DEEMED NO-RESPONSIVE AND WILL NOT BE
ACCEPTED.**



New Mexico Department of Transportation

Instructions to Offerors (ITO)

Request for Proposal

For

Professional Services

RFP No.: 16-27

ITEM	QUANTITY	UNIT	ARTICLE AND DESCRIPTION
1	1	Ea.	CN: S100121 PN: S100121 Rabbit Road – St. Francis Drive to Richards Ave MP 0-3.5

Submit proposals no later than **February 9, 2016 at 2:00 P.M. local prevailing time to the
New Mexico Department of Transportation, Contracts Administration Section,
1120 Cerrillos Road Room 103 Santa Fe New Mexico 87505**

REQUEST FOR PROPOSALS

The New Mexico Department of Transportation (NMDOT) requests qualification based proposals from the private sector for consulting services for the following project:

ITEM	QUANTITY	UNIT	ARTICLE AND DESCRIPTION
1	1	Ea.	CN: S100121 PN: S100121 Rabbit Road – St. Francis Drive to Richards Ave MP 0-3.5

Project numbers shown throughout the Request for Proposals are subject to change throughout the life of the project.

Part I: Scope of Services

A project scope and an itemized list of the services required for each project are attached hereto.

Part II: Form of Proposal and Additional Instructions

- A. Submit seven **(7) sets** of sealed proposals for the above mentioned projects that you are interested in being considered for to the Contracts Administration Section no later than **2:00 P.M., February 9, 2016** local prevailing time. **Failure to submit seven (7) sets of sealed proposals to the instructed location and time will deem your proposal non-responsive.**
- B. Along with your firm name and address, the following statement shall be completed and placed in bold letters on the outermost envelope of each submittal: **“COMPETITIVE SEALED PROPOSAL FOR RFP NO. _____, PROJECT NO. _____, CN _____, TERMINI _____ - DO NOT OPEN.”**
- C. If the proposal is mailed, please mail to the following address:
- Procurement Services Bureau
New Mexico Department of Transportation
P.O. Box 1149 (Room 103)
Santa Fe, New Mexico 87504-1149
- D. If the proposal is delivered, *or to deliver proposal by any other special method (i.e., express mail, overnight, etc.)* please deliver them to the following address:

Procurement Services Bureau
New Mexico Department of Transportation
1120 Cerrillos Road (Room 103)
Santa Fe, New Mexico 87505-1149

Proposals received at any other location than the Contracts Administration Section prior to the deadline will not be accepted and will be returned to the Offeror unopened. Proposals received after the deadline will be returned to the Offeror unopened.

NOTE: The annual submittal shall not be included in the same envelope as the submittal of proposals. The annual submittal is a separate document and shall be made in accordance with Part IV of this document.

E. Acknowledgement of Receipt Form

Potential Offerors should hand deliver or return by email or by registered or certified mail "Appendix G", Acknowledgement of Receipt Form 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 **January 27, 2016**. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form will not disqualify a potential Offeror, however it 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.

PART III: Organization of Proposal

A. Cover Letter (2 page maximum length) to include:

1. An expression of the Offeror's interest in the project.
2. A brief summary of the information contained in the submittal document. Indicate the Offeror's qualifications and include anything that makes the Offeror unique or any special skills the Offeror can provide.
3. The name of the principal member or officer of the firm who has the authority to negotiate a contract for this project.
4. The e-mail address of the principal member or officer of the firm who has the authority to negotiate a contract for this project.
5. The letter must be signed by the principal member or officer of the firm.
6. A statement acknowledging receipt of any and all Amendments to this RFP.

B. Table of Contents (1 page maximum).

C. General Information

5 points

1. Principal member or officer of the firm who will be responsible for the administration of the contract.
2. The name(s) and registration number(s) of the New Mexico Registered Professional Engineer and/or Land Surveyor, as applicable, who will be in direct responsible charge of the work.
3. Name, address, and phone number of the office(s) where the work will be performed for prime offeror and all sub-consultants. (5 points)

D. Specialized Design and Technical Competence

40 points

1. Familiarity with the area. (5 points)
2. Understanding of the project scope. (10 points)
3. Work plan to perform services required by the project scope. Include specialized problem solving, innovative practices/ideas, and advantages the team offers to the project. (20 points)
4. Bar chart schedule. Describe all work proposed to be accomplished by the Offeror. (5 points)

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

30 points

1. Organization Chart
 - Name.
 - Role(s) on project and/or area(s) of expertise. Clearly identify the engineer in responsible charge of the project.
 - Percentage of time assigned to the project.
 - Subconsultant(s).
2. Resumes
 - Provide brief resumes for the Project Manager and key project team members, describing why each was chosen for this project and highlighting relevant project experience and knowledge of NMDOT procedures.
3. Project Manager's List of Current Projects
 - Include percentage of time assigned to each project and anticipated percentage of time that will be committed to this project.
4. Subconsultant(s)
 - Include area of responsibility. Describe why each was chosen for this project and highlight 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.
5. Capacity To Perform Work
 - Provide information that demonstrates firm's ability to perform this project.

F. Past Record of Performance

25 points

1. Relevant Projects
 - Describe 3-5 past projects, specifying relevance to the current project. Include client references (names, addresses, and telephone numbers) for each project.

G. Volume of Work Currently Being Performed

1. Firms shall be scored on any project that has been previously awarded and is, on the date of the submittal, less than 75% complete (see definitions for clarification of "75% complete"). The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

*Contract Balance Amount

\$ Less than - \$800,000 minus 0 point

\$ \$800,001 - \$1,334,000 minus 1 point

\$1,334,001 - \$2,668,000	minus 2 points
\$2,668,001- \$4,000,000	minus 3 points
\$4,000,001- over	minus 4 points Maximum**

*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.**

2. The Procurement and Facilities Management Division Unit will calculate deduction points.

H. Proposed Work Participation Chart

The Offeror is required to submit the following information, as identified, within the form in the appendix:

<i>Firm</i>	<i>% of Project</i>
Prime	
Sub	
Sub	
Sum	

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 percent of all contractual services. The percentage 35 means in price and in actual contract work.

I. Employee Pay Equity Reporting

Each Offeror submitting a proposal shall comply with the requirements of Executive Order 2009-049, New Mexico Pay Equity Initiative. The Executive Order and required forms can be obtained from the following link:

http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

Any “Prime” Offeror that does not meet the Pay Equity threshold shall submit a statement within the Appendix stating such.

Any “Prime” Offeror that meets the Pay Equity threshold as outlined below shall submit the required forms with their proposal. Failure to do so will deem the proposal non-responsive. (Sub-consultant Pay Equity information will be provided during the contract phase).

October 1, 2010 and beyond solicitation requirements:

“If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) with their bid or proposal for evaluation purposes.

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

“Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

“Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

J. Required Forms

1. Appendices -

Appendix A – Proposed Work Participation Chart

Appendix B – Form A-1013, Design or Other Consultant Offeror’s List

Appendix C – Form A-1014, DBE Certification

Appendix D – Form A-1036, Confidentiality and Non-Disclosure Agreement

Appendix E – Campaign Contribution Disclosure Form

Appendix F – Employee Pay Equity Reporting Form. The form can be obtained from the following link: http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx (or a statement declaring that the Prime Offeror does not meet Pay Equity threshold as outlined in Executive Order 2009-049)

2. Checklist – Verification of annual submittal (See Part IV).

3. Any updated or new information for the annual submittal (See Part IV).

The size of the proposal shall be limited to not more than 15 pages (single sided). Exclusions to this rule include the following:

- Covers
- Two-page Cover Letter
- Table of Contents
- Dividers (any dividers containing information pertaining to the project will be counted as a page)
- Appendix Contents
-

All pages in the proposal shall be on 8½ x 11 paper, 11 x 17 foldouts can be used but will be counted as two pages. Proposal format shall follow Part III, Organization of Proposal. Firms submitting proposals that exceed the 15 page limit, noting the above exclusions, will not be considered.

NOTE: Proposals received which do not comply with the above listed requirements of Part III, will be considered non-responsive. Non-responsive proposals will not be considered by the Professional Services Selection Committee (PSSC).

K. Requirements for New Mexico Employees Health Coverage

1. 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 Agreement, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the Agreement, health insurance for those employees and 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 exceed \$250,000 dollars.
2. 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.
3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information:
<http://insurenwmxico.state.nm.us/>.
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), Contractor agrees these requirements shall apply the first day of the second month after the Contractor 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, depending on the dollar value threshold in effect at that time.

By signing this proposal Consultant certifies that it will comply with these requirements.

L. Evaluations

The Professional Services Selection Committee (PSSC) will evaluate each proposal and may interview the top rated Offerors on each project. When interviews are conducted, the short-listed Offerors will be notified by telephone and advised of the time of the interview. The remaining Offerors will be advised by letter as to which firms were short-listed.

If proposals are short-listed, it is anticipated that the proposals of the short-listed Offerors will be reviewed and discussed with the short-listed Offerors at the time of the interview.

The selection will be effected in accordance with the latest applicable NMDOT Administrative Memorandums and Commission Policies.

Please submit questions you may have regarding this RFP, selection process or project specific contractual services requirements in writing no later than **January 27, 2016** 10:00 a.m. to the following address:

Juanita Sanchez
New Mexico Department of Transportation
Procurement and Facilities Management Division
P.O. Box 1149, Room 113
Santa Fe, New Mexico 87504-1149
Phone Number (505) 827-3239
Juanita.Sanchez@state.nm.us

NOTE: Contact with the members of the Professional Services Selection Committee (PSSC) is not allowed during the advertisement period.

The pre-proposal meeting for these projects will be held on **January 21, 2016** at the NMDOT General Office, 1120 Cerrillos Road, Santa Fe, New Mexico, Training Room 1 & 2.

PART IV: Annual Submittal

In order for a firm to be considered for work with the NMDOT, it must have on file with the NMDOT an Annual Submittal of Qualifications.

NOTE: This is a separate document from the proposal and shall be sent in a separate envelope to:

Suzanne J. Salazar
New Mexico Department of Transportation
Procurement and Facilities Management Division
P.O. Box 1149, Room 113
Santa Fe, New Mexico 87504-1149

Phone Number (505) 827-3239

If an annual submittal is already on file, updates are due each year by **January 15**. New annual submittals are due on the same date as the proposal(s) that the Offeror is interested in. It must include:

1. Name of firm, address, and telephone number.
2. Principal Officer responsible for contract administration, Include phone number and e-mail address.
3. Firm history/background information. Include the size of the firm with the number of personnel assigned to the New Mexico office in each of the following categories: P.E., technical, drafting, and clerical. Also include the types of services provided and the facilities and resources available within the firm, such as CADD equipment and capabilities.
4. Description of Core Competencies.
5. Firm's Organization Chart.
6. One-page Staff Resumes. Include name, title, education, registrations/ certifications and numbers, and project experience with role and responsibilities on each project.
7. One-page Project Descriptions. Include name, location, client contact (name, title, company, address, and phone number), construction cost, year completed, and description of project.
8. Past record of performance on cost control and schedule control.
9. Quality Control Procedures. Include the firm's quality control policy and approach. Describe how the firm's QA/QC procedures are compliant with NMDOT's procedures. Submit an assessment of the percentage of time charged to projects that is for quality control functions.
10. Errors and Omissions Insurance Certificate(s).

Any significant changes to the annual information may be submitted along with a response to an RFP under separate cover.

NOTE: Although there is no page limit to the Annual Submittal, it should be concise, informative, and easy to read. It shall be in PDF format and submitted via CD/DVD.

Part V: Terms and Conditions

A. Proposal Availability:

The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete and a contract is

executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non confidential portion of the proposal. All materials submitted shall become the property of the NMDOT and shall not be returned.

B. Amended Proposals:

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

C. Incurred Expenses:

The NMDOT shall not be responsible for expenses incurred by an Offeror in preparing and submitting a proposal.

D. Modification or Withdrawal of Proposals:

A proposal may be modified or withdrawn prior to the proposal due date established for receipt of proposals in accordance with NMAC 1.4.1.35.

E. Cancellation of RFP's or Rejection of Proposals:

This RFP may be canceled or any or all proposals may be rejected in whole or in part when it is in the best interest of the NMDOT. A determination containing reasons therefore shall be made part of the procurement file.

F. Amendments to the RFP:

In the event that it becomes necessary to revise any part of this RFP, or additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this RFP, an amendment to the RFP shall be provided to each prospective Offeror on the distribution list.

G. Irregularities in Proposals:

Any mistakes in a proposal discovered after proposal opening are governed by NMAC 1.4.1.42

H. Reservation of Rights:

The NMDOT reserves the right to:

1. Modify this RFP at any time prior to the award of a Contract.
2. Withdraw this RFP or not award a Contract to any Offeror.
3. Issue subsequent RFPs.
4. Waive any errors or irregularities in any proposal.
5. Accept any or all proposals.

I. Signature Requirements:

Proposals must be signed by a duly authorized official(s) of the Offeror. Proposals submitted by consortiums, joint ventures, or teams shall establish that all contractual responsibility rests solely with one entity, which must be registered to do business within New Mexico. Each submittal shall indicate the entity responsible for execution on

behalf of an offer.

J. Applicable Law:

This RFP, the Contract, and any other contracts relating thereto shall be construed and governed in accordance with the laws of the State of New Mexico.

K. Award Notice:

The award shall be made to the responsible Offeror(s) whose proposal is the most advantageous to the NMDOT. Within seven (7) calendar days of the date of the award, the NMDOT shall provide written notice of an award for apparent selection, to all Offerors who submit a proposal. The award shall be contingent upon successful negotiation of a final agreement for contract between the NMDOT and the Offeror(s) whose proposal is accepted.

The NMDOT reserves the right to accept any proposal in whole or in part. At the discretion of the NMDOT, it may designate a consultant for a specific service and one or more consultants for other services.

L. Prohibited Bidding:

Pursuant to NMSA 1978, Section 10-16-13 (1995 Repl.), no state agency shall accept any bid from a person who directly or indirectly participated in the preparation of specifications on which the competitive bidding was held.

M. Protests:

Protests related to this solicitation must be submitted in writing in conformance with NMAC 1.4.1.82.

N. Other Conditions/Requirements:

1. Agreement Negotiations: Agreement negotiations may be held in accordance with applicable provisions of NMSA 1978 Section 13-1-122, and NMAC 1.4.1.39.
2. Contract Terms and Conditions: The Contract shall follow the format specified by the NMDOT and contain the terms and conditions set forth in the RFP. However, the NMDOT reserves the right to negotiate with a successful Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the Contract. In the event the Offeror's accepted proposal conflicts with the RFP, the proposal governs, and in the event the Contract conflicts with the proposal, the Contract governs.
3. Period of Performance: The Contract term for the tasks described in the scope of work shall be negotiated commencing when the Contract is fully executed, but in any event no more than four (4) years. Services shall be due as specified in the contract.
4. Amendments: The Contract shall not be altered, changed, or amended except by an instrument in writing and executed by the parties hereto.
5. Subcontracting: Subcontracting of any portion of the services to be performed under the Contract shall be prohibited, unless accepted by the NMDOT in writing.

6. Copyright: All products developed in the conduct of the services, including computer programs and data, shall belong to the NMDOT at the completion of the project. Nothing produced in whole or in part by an Offeror under the Contract shall be the subject of an application for copyright by or on behalf of the Offeror. However, it is understood that some of the materials used in the project may have been previously copyrighted by the Offeror.
7. Prohibited Interests: Pursuant to Section 10-16-8, (1995 Repl.), NMSA 1978, no former public officer and/or employee shall have any personal interest, direct or indirect, in this solicitation or any contract executed subsequently, or the proceeds thereof.
8. Notice of Criminal and Civil Penalties: Offerors are advised that the New Mexico State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick-backs.
9. Confidentiality: The Offeror may be given access to records which are confidential under state laws, solely for the purpose of performing the required services under the Contract. The Offeror shall be required to sign a nondisclosure statement prior to its receipt of such documents obligating each employee, agent, or subcontractor of the Offeror not to make inappropriate use of or improperly disclose any of the contents of such documents. **Offerors must complete attached Form No. A-1036 and submit with proposal.**
10. Appropriations and Authorizations: The execution and performance of a Contract pursuant to this RFP is contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of a Contract between the successful Offeror and the NMDOT.
11. Equal Employment Opportunity:
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.

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:

DBE Policy –

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:

- (A) 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:
- (1) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the USDOT's highway, transit, and airport financial assistance programs;
 - (2) To create a level playing field on which DBEs can fairly compete for DOT-assisted contracts;
 - (3) To ensure that USDOT's DBE Program is narrowly tailored in accordance with applicable law;
 - (4) To ensure that only firms that fully meet the eligibility standards specified in 49 CFR 26 are permitted to participate as DBEs;
 - (5) To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
 - (6) To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.
- (B) DBE Obligations:** The Department will establish the DBE goal on a tri annual basis. The approved FFY 2015-2017 DBE goal is established at 20.92% for federal-aid highway construction and design of which 16.19% will be attained through race neutral measures, and race conscious portion is 4.73.

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 OFFICE OF EQUAL OPPORTUNITY PROGRAMS / DBE PROGRAM at the following address:**

NMDOT Office of Equal Opportunity Programs Aspen Plaza, Suite 201 1596 Pacheco Street Santa Fe, NM 87505

- (C) 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 NMDOT and the Offeror shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have maximum opportunity to compete for and perform services and work. The NMDOT and the Offeror shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts. Any sub consultant, or sub recipient that fails to carry out the requirements set forth in this policy shall be in breach of contract and may result in termination of the Agreement by the NMDOT or such other remedy as the NMDOT deems appropriate. This Non-Discrimination Policy Statement shall be included in all subcontracts entered into under the Agreement.

(D) 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 and federal grant, the making of any federal loan, extension, continuation, 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.
- For projects with federally participating funds, a copy of the CERTIFICATION OF CONSULTANT OFFEROR FOR DBE ANNUAL STATE GOAL (Form No. A-1014) is attached for signature by prime design consultant. This form will also be signed and attached to the contract for the selected consultant and authorized 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.

ITEM	QUANTITY	UNIT	ARTICLE AND DESCRIPTION
1	1	Ea.	CN: S100121 PN: S100121 Rabbit Road – St. Francis Drive to Richards Ave MP 0-3.5

- 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> by going to "Doing Business with Us", Quick link "Office of Equal Opportunity Programs." You may also contact The Office of Equal Opportunity Programs (OEOP) at (505) 827-1774 for more information. The complete rule for Title 18, Chapter 28, Part 2, and all revisions, is available at the Office of Equal Opportunity Programs, 1596 Pacheco Street, Santa Fe, New Mexico 87505. Persons with questions concerning this rule or the DBE Program may call 1-800-544-0936.

Appendix A

Proposed Work Participation Chart

Role	Firm Name	% of Project
Prime		
Sub		
Sub		
Sub		
Sub		
Sum		

[illegible]

Appendix C

Form No. A-1014
Rev. 8/05

**New Mexico Department of Transportation
CERTIFICATION OF CONSULTANT OR OFFEROR
FOR
DBE ANNUAL STATE GOAL**

NEW MEXICO PROJECT NUMBER

I hereby certify that I am
the _____

and duly authorized
representative of _____

_____, whose
address is _____

and acknowledge and certify as follows:

- (a) Understand that the NMDOT's DBE Program has annual state goals, which this firm will seek to, attain according to the DBE Program Provisions.
- (b) Agree, as an express or implied condition for obtaining the contract, to comply by the provisions of Title 49 Code of the Federal Regulation Part 26 as it pertains to Disadvantaged Business Enterprise Program Participation.

Except as here expressly stated
(if any):

I am aware 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 (if applicable).

Date

Signature of Company Official

Title

Appendix D

Form No. A-1036
New 12/02

New Mexico Department of Transportation CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

OFFEROR NAME	
CONTROL NUMBER	
PROJECT NUMBER	
TERMINI	

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: _____

Appendix E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of (a) prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:

Relation to Prospective Contractor:

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

“Employee Pay Equity Reporting Form”

The forms can be obtained from the following link:

http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

(Or a statement declaring that the Prime Offeror does not meet Pay Equity threshold as outlined in Executive Order 2009-049)

Appendix G

REQUEST FOR PROPOSALS CONSULTANT DESIGN PROFESSIONAL SERVICES ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy of **RFP NO.:16-27**.

The acknowledgement of receipt should be signed and returned to the Contract Administration Section **no later 4:30 P.M., January 27, 2016**. Only potential Offerors who elect to return this completed form will receive copies of **RFP Amendments**, if any are issued.

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.

Vanessa Ytuarte
New Mexico Department of Transportation
Contract Administration Section
PO Box 1149, Room 103
Santa Fe, New Mexico 87504-1149
(505) 827-5492
(505) 827-5555 fax
vanessa.ytuarte@state.nm.us

Project No.: _____
Control No.: _____
Termini _____
County _____
NMDOT No.: _____
Vendor No.: _____

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
CONTRACT FOR ENGINEERING SERVICES**

INTRODUCTION

This Agreement is between **New Mexico Department of Transportation** ("Department"), and _____ ("Contractor"). This Agreement is effective as of the date of the last party to sign on the signature page.

RECITALS

1. Whereas, the Department desires to contract with the Contractor for Engineering Services required for the design and preparation of plans for the project herein specified.
2. Whereas, the Contractor has expressed a willingness to perform the work as outlined in Appendix "A" and Article I, Paragraph 13.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, it is mutually agreed between the Department and Contractor that:

ARTICLE I

AGREEMENT ON THE PART OF THE CONTRACTOR

1. The Contractor shall maintain a New Mexico office and Professional Engineer registration during the duration of the work called for by this Contract.
2. The Contractor agrees to perform and/or furnish the services including all labor, materials, equipment, and transportation necessary for the design and preparation of plans and estimates required for construction in accordance with the terms and time frame(s) set out in Appendix "A" and Article I, Paragraph 17,

hereto and the content, directive and intent of which is incorporated herein by reference.

3. Compensation for work for subsequent phases as applicable to the project, and associated special services based upon direct and indirect costs shall be negotiated at the conclusion of the previous phase.
 - a. These phases shall be based on the man-hours required to complete the plans from Final Scoping stage through Field Design Inspection.
 - b. Compensation shall be paid based on a percentage of work tasks submitted and approved as correct. Further, partial payments shall be made monthly as the work progresses upon application therefore accompanied by a certified statement of work accomplished in accordance with this Contract and as approved by the Project Development Contractor. Partial payments shall be based upon percentage of work completed broken down into direct labor, labor overhead, direct costs, sub-contract expense also broken down and a fee.
4. After receipt of the letter of Authorization to Proceed from the Department, the Contractor shall commence work on the Contract which shall be completed in accordance with the Project Schedule and completion date(s) set forth in Article I, Paragraph 17. The terms "satisfactory completion" or "satisfactorily completed" for the purpose of assessing liquidated damages under this paragraph, shall mean:
 - a. Return in satisfactory condition all of the Department's loaned documents and materials specifically including Department's survey books and field notes; and
 - b. Delivery to Department of Contractor's work product under this Contract including, but not limited to, 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.
5. Should the Contractor fail to satisfactorily complete the work and services on or before the Contract completion date(s) as provided for in this Contract, liquidated damages shall be assessed and withheld from final payment, in the amount of Two Hundred Fifty Dollars (\$250) per day or one-quarter of one percent per day of the Contractor's sum fee, whichever is less. If liquidated damages assessed herein exceed the amount of money due the Contractor as retainage under

Article II, Paragraph 9, the Contractor shall be liable to pay the Department the amount of such excess. Provided that if the Contractor finds it impossible for reasons beyond their control to complete the work within the specified contract time, the Contractor may, 30-days prior to the applicable completion date, make a written request to the Department for an extension setting forth therein the reasons justifying the request. If the work has been delayed because of conditions beyond the control and without fault of the Contractor, the Department shall extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and affect the same as though it were the original time for completion.

6. The Contractor has total responsibility for the accuracy, completeness, and correctness of plans and related data prepared under the terms of this Contract and shall check all material accordingly. The plans will be reviewed by the Department for conformity with Department procedures and contract terms. 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 Plans.
7. The design and details furnished by the Contractor shall conform to the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction (latest edition), AASHTO, ASTM, MUTCD, 23 Code of Federal Regulations, when applicable and other laws, rules, and regulations as applicable and in effect as of the date of execution of this Contract.
8. The Contractor shall sign all documents and shall be fully responsible for the accuracy of all work prepared under this Contract as specified in Appendix "A". In the event that negligent errors or omissions are discovered in the Contractor's work, the Contractor's responsibility shall include (but not be limited to) the following:
 - a. Upon notification by the Department of an error or omission, immediately provide at no cost to the Department all Engineering Services required to correct the error and/or omission.
 - b. Assume the cost required to correct an engineering error and/or omission.
9. The Department shall be named as additional insured in respect to General Liability on the Contractor's Insurance Certificate which shall also have Professional Liability coverage with limits as stated on the Contractor's insurance certificate with a three year extended reporting period with respect to events which occurred but were not reported during the term of the Policy. The policy

shall protect against any negligent act, error, or omission arising out of the professional services that includes coverage for acts by others for whom the Contractor is legally responsible. The policy shall apply to the activities of all Design, Engineering, and Construction Management Professionals who are employed by the Contractor and assigned to the project.

10. The Contractor shall provide full insurance coverage payable to the Department to cover loss due to fire, water loss, or other hazard to any drawings, documents, survey books, and any or all other materials belonging to the Department while under the care of the Contractor. The amount of this insurance will be based upon the reasonable replacement cost of the documents and shall be in effect prior to the Department's authorization to proceed.
11. To the fullest extent permitted by law and subject to the provisions of NMSA, 1978, Section 56-7-1, 1971 (as amended), the Contractor shall defend, indemnify, and hold harmless the Department, acting through its agents, representatives, and employees from and against claims, damages, losses, and expenses (including but not limited to attorney's fees, courts costs, and the cost of appellate proceedings), arising out of or resulting from the Contractor's duty to defend, hold harmless, and indemnify the Department from the Contractor's professional negligent acts, errors, mistakes, or omissions. Contractor's duty to defend, hold harmless, and indemnify the Department shall arise in any connection with any claim, damage, loss, or expense that is attributable to or caused any negligent act, error, or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts they are liable. This agreement to indemnify shall not extend to liability, claims, damages, losses, or expenses, including attorney's fee, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications by the Department, or the agents or employees of the Department, or (2) the giving of or failure to give directions or instructions by the Department, where such giving of or failure to give directions or instructions by the Department is the primary cause of bodily injury to persons or damages to property. For purposes herein the Contractor is not considered an agent of the Department.
12. As the work progresses, the Contractor may submit certified billings to the Department not more than once a month. These billings will be based on the percentage completed. All such billings will be submitted on the Department's standard billing form.

13. The Contractor agrees that the fee described in Article II, Paragraph 7, is just and fair compensation for the services listed below. The services for CN _____ include:

Phase Insert correct phase(s) here:

INSERT SCOPE

14. The Contractor agrees to 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 Contract period and for five (5) years from the date of final payment under the Contract for inspection by the Department.
15. The Contractor shall attend project meetings and such conferences with the Department and other parties as may be necessary in connection with this work.
16. The Contractor, its consultants, or subcontractors who perform work for the Department shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein.
17. The Contractor, its consultants, or subcontractors who perform work for the Department shall comply with the following completion dates:

INSERT PROJECT SCHEDULE

ARTICLE II

AGREEMENTS ON THE PART OF THE DEPARTMENT

1. The Department shall make available to the Contractor such Department records as may be available and pertinent for the purpose of the work herein described.
2. The Department shall make available to the Contractor, all its pertinent standards, and Department's Special Provisions and Supplemental Specifications. The Contractor can purchase these documents and standards from the appropriate NMDOT division.
3. The Department shall furnish all applicable design criteria.

4. The Department's acceptance of the Contractor's formal submittals shall be given in writing in all instances.
5. The Department agrees to assign a Project Development Engineer to function as a coordinator and liaison agent to expedite the Department's reviews and approvals of all stages of the Contractor's work.
6. The Department shall furnish the Contractor, at no cost to the Contractor, the documents and information as listed in Appendix "A."
7. The parties have successfully negotiated, and the Department agrees to pay the Contractor the amount of \$_____ plus gross receipts tax effective at the time of billing, in exchange for the Contractor's completion of Phase _____. The parties may, subject to successful negotiation, agree to further compensation for additional services, as described in Appendix "A." Unless extensions are granted under this Contract, this total amount may be reduced by assessment of liquidated damages in accordance with Article I, Paragraph 5. The Department will not compensate the Contractor for services or other deliverables provided prior to the full execution of the Contract, after the expiration of the Contract, or in excess of the Contract value, unless the Contract dollar amount is duly amended prior to providing the services or deliverables.
8. Partial payments may be made monthly as the work progresses when accompanied by a certified statement of work accomplished in accordance with Article I, Paragraph 12.
9. The Contractor's satisfactory completion of the Contract as defined in Article I, Paragraph 3 shall be a prerequisite for final payment. Final payment including any retainage will be made within thirty (30) days after the work has been approved and accepted by the Department's Chief Executive Officer or duly authorized representative. Retainage shall be computed at 5% of the total contract amount and will be set aside as security for full performance under the terms of this agreement. Retainage will be held by Phase and released upon the successful completion of Phase I and Phase II. No retainage will be held for Phase III Services. 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 Phase I & Phase II Services, respectively.
10. Subject to the provisions of Article II, Paragraphs 8 and 9, within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services or items of tangible personal property

delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the Department finds that the services or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the Department that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Contract to the Contractor at the rate of one and one-half (1½) percent per month.

ARTICLE III

PROVISIONS RELATING TO PERSONNEL

1. Employment of Employees of Public Agencies. Unless otherwise approved by the Department in writing, during the life of the project, the Contractor shall not (1) employ any professional or technical employee(s) who are part-time, full-time, or who have been in the employment of the New Mexico Department of Transportation during the life of this project, or (2) 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 New Mexico Department of Transportation for any reason whatsoever. The Contractor shall comply with all applicable federal and state statutes, rules, and regulations.
2. No Solicitation of Contract. Signed and dated "Certification of Consultant" and "Certification of Department of Transportation" are attached hereto and made a part hereof. The Department may terminate this Contract based on any misrepresentation of the Contractor on the Certification of Consultant.

ARTICLE IV
MISCELLANEOUS PROVISIONS

1. The term "Supplemental Contract" and "Amended Contract" are used interchangeably in this Contract.
2. The words Department, NMDOT, and New Mexico Department of Transportation are used interchangeably in this Contract.
3. The term "Scope of Services" includes Appendix "A" and Article I, Paragraph 13, unless the Contract clearly states otherwise.
4. Conference and Inspection. Duly authorized representatives of the Department shall have the right to inspect the work under this Contract. If federal funds are to be used for professional services, the duly authorized representatives of the Department, the Federal Highway Administration, and the Comptroller General of the United States, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract, for the purpose of making an audit, examination, excerpts, and transcriptions. Conferences shall be held when necessary at the request of either party to this Contract. The Contractor agrees that the cost of these conferences is a part of the above fee. If federal funds are to be used for professional services, reimbursement will be limited to costs which are allowable under Federal Cost Principles contained in 48 CFR, Chapter 1, Part 31, Federal Acquisition Regulation (FAR 31).
5. Ownership of Work Products. All documents and materials including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analysis, structural calculations and studies, which are prepared in the performance of this Contract are to be and remain the property of the Department and are to be delivered to the Department not later than the termination date of this Contract, before the final payment is made to the Contractor. The Contractor is liable for replacement, if these materials are destroyed or lost prior to transferring possession to the Department. Nothing produced in whole or in part by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. This Paragraph shall be included in all sub-contracts.
6. Delays. The parties both agree to perform their obligations hereunder with due diligence and to cooperate with one another in a timely and good-faith manner in

order that the work covered hereby may be completed within the time frame(s) provided by Appendix "A" and Article I, Paragraph 17.

- a. In the event of delays under this Contract caused by the Department, the Contractor is entitled to receive a reasonable extension of time as provided in Article I, Paragraph 5, but in no event will the Contractor terminate work under this Contract for delays caused by the Department.
 - b. If a delay is attributable to the Contractor's fault or to matters within their control, extensions will not be granted. The Contractor may be subject to possible assessment of liquidated damages.
7. Authorization to Proceed. The Department is not liable and will not pay the Contractor for any work performed before authorization to proceed is received by the Contractor from the Department. After execution of this Contract, and after a letter of authorization from the Department to proceed, the Contractor shall then proceed immediately with the scope of services delineated in Appendix "A" and Article I, Paragraph 13.
8. Assignment. The Contractor shall not assign, sublet, subcontract, or transfer any interest, right or obligation in this Contract without the written consent of the Department.
9. Changes in Scope of Work. Additions to or deletions from Appendix "A" and Article I, Paragraph 13 provided herein may be made, and the compensation to be paid to the Contractor and the time for completion may be adjusted accordingly by mutual agreement of the contracting parties. Whenever an alteration in character of work results in a change in the nature of the design, thereby increasing or decreasing the cost of the performance, an amended contract shall be executed authorizing the Contractor to perform work in accordance with the changed requirements and setting forth the amended fee and time for completion. The Contractor is not authorized to do any work beyond that work called for in Appendix "A" and Article I, Paragraph 13, without an executed amended contract.
10. Termination for Default. The Department and the Contractor hereby agree to the full performance of the covenants herein. If the Contractor, for any cause, fails to carry on the work in an acceptable manner including failure to perform in accordance with the time schedule in Article I, Paragraph 17, the Department will give notice in writing of such neglect or default, the corrective measures to be taken and delineate a reasonable period of time within which to take such measures. Contractor's failure to comply with such notice and to rectify the delay

or default as therein provided shall subject this Contract to immediate termination by the Department. The Department may terminate the Contract for cause by delivery to the Contractor of a Notice of Termination. In the event of termination for default the Department shall compensate the Contractor for work on the project which has been previously delivered and received before the date of termination and which work has been approved and accepted by the Department, less liquidated damages. The Department shall be entitled to recover all direct, indirect, and consequential costs for completion of all unfinished scope of work as delineated in Appendix "A" and Article I, Paragraph 11, whether through its own employees or by contract.

11. Termination for the Convenience of the Department. The Department may also terminate performance of work under this Contract in whole or in part for its own convenience in the absence of any default by the Contractor. A termination for the convenience of the Department shall be effected by delivery to the Contractor of Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which termination becomes effective. Within ten (10) days of the effective date of termination, the Contractor shall deliver to the Department all design plans, construction estimates, drawings, documents, survey books and any or all other materials developed under this Contract. Should this Contract be terminated for the convenience of the Department, the Contractor shall receive the following as full compensation hereunder:
 - a. Actual direct and indirect costs, expenses, and salary expenses which are incurred prior to the effective date of termination;
 - b. Gross receipts tax owed or incurred at the time of contract termination; and
 - c. All expenses incurred by Contractor in computing the costs, sums, and expenses set forth in Paragraphs a and b above.
12. Suspension of Work. The Department may order the Contractor in writing to suspend all or part of the work for such period of time as it determines to be appropriate for its convenience. Such suspension order will be treated as a delay caused by the Department under Paragraph 6 above and entitles Contractor to receive a reasonable time extension.
13. Improper Exercise of Authority. It is further understood and agreed that the Contractor shall not in any way exercise any portion of the authority or sovereign powers of the State of New Mexico or the authority or powers of the New Mexico

Department of Transportation Commission or the Department's Chief Executive Officer, and shall not make any agreements or commitments or in any way represent itself as an agent of the State of New Mexico.

14. Binding on Successors. Insofar as authorized by law, this Contract shall be binding upon the parties hereto, their successors, executors, administrators, and assigns.
15. This Writing is the Contract in its Entirety. This instrument embodies the whole contract of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Contract shall supersede all previous communications, representations, or agreements either verbal or written between the parties hereto.
16. Termination. This Contract terminates **four years from the date of execution.**
17. Subcontracting. Upon written approval of the Department, the Contractor may subcontract all or part of survey, drainage, landscape architectural work, and a portion of the roadway design work for this project as described in Appendix "A" and Article I, Paragraph 11. Any subcontract entered into by the Contractor for an amount in excess of \$10,000 shall contain all the provisions of this Contract.
18. Appendices. Appendix "A" and Appendix "B" are attached hereto and incorporated herein by reference. Such appendices contain the following materials:
 - a. Appendix "A": Scope of Services.
 - b. Appendix "B": Insurance Certificates.
19. Status of Contractor. The Contractor, and its agents and employees, are independent contractors performing Professional Services for the Department and are not employees of the State of New Mexico. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Contract.
20. Appropriations. The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico or the Congress of the United States if federal funds are involved, for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature or the Congress of the United States, if federal funds are involved, this Contract shall terminate upon written notice being given by the Department to the Contractor. The Department is expressly 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 sufficient appropriations are available shall be accepted by the Contractor and shall be final.

21. Release. The Contractor upon final payment of the amount due under this Contract 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 Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
22. Confidentiality. Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Department.
23. Conflict of Interest. The Contractor warrants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. If the Contractor serves as a representative for other entities or agencies, public or private, within the project area during the term of this Contract, Contractor shall immediately notify the Department for evaluation of potential conflict(s).
24. Notice. The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, or kickbacks in the procurement of this Contract. In addition, the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation.
25. Legal Compliance. The Contractor shall comply with all applicable federal, state and local laws, and Department regulations and policies in the performance of this Contract, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental and cultural resources requirements, right-of-way acquisition, workplace safety, employer-employee relations, and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Contractor shall ensure that the requirements of this compliance are made a part of each subcontract on this project at all tiers.
26. Applicable Law. This Contract shall be governed by the laws of the State of New Mexico.
27. Disadvantaged Business Enterprise (DBE) 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:

(A) 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:

(1) To ensure nondiscrimination in the award and administration of USDOT-assisted contracts in the USDOT's highway, transit, and airport financial assistance programs;

(2) To create a level playing field on which DBEs can fairly compete for USDOT-assisted contracts;

(3) To ensure that USDOT's DBE Program is narrowly tailored in accordance with applicable law;

(4) To ensure that only firms that fully meet the eligibility standards specified in 49 CFR 26 are permitted to participate as DBEs;

(5) To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and

(6) To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

(B) DBE Obligations: The Department will establish the DBE goal on a tri annual basis. The approved FFY 2015-2017 DBE goal is established at 20.92% for federal-aid highway construction and design of which 16.19% will be attained through race neutral measures, and race conscious portion is 4.73.

(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 OEOP at the following address:

NMDOT

Office of Equal Opportunity Programs

Aspen Plaza, Suite 201

1596 Pacheco Street

Santa Fe, NM 87505

(D) Department's DBE Program: The Department's DBE Program, 18 NMAC 28.2, 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.).

(E) Recipient/Contractor Assurances: Each contract the Contractor enters into with a construction contractor, design Contractor, other Contractor or recipient on a DOT-assisted project shall ensure that such contract and subcontracts shall include the following assurances:

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

(2) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The recipient shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Department deems appropriate.

28. Certification for Federal-Aid Contracts. The Contractor certifies, by signing this Contract/Supplemental or Amended Contract, to the best of their knowledge and belief, that:

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. 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 Form to Report Lobbying," in accordance with its instructions.
 - 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 Section 1352, Title 31, U.S.C. 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.
 - d. The Contractor also agrees by signing their Contract/Amended Contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.
29. Consent to Jurisdiction and Venue. The Contractor hereby consents to and agrees to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from this Contract which cannot be resolved informally and hereby waive any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Contractor. It is expressly understood and recognized by the parties hereto that the venue for litigation of issues, claims, or all other judicial matters arising or resulting from this agreement shall be in the Santa Fe County District Court.
30. Third Party Beneficiary Clause. No provision of this Contract creates in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Contract.

31. New Mexico Tort Claims Act. No provision of this Contract establishes any waiver of immunity from liability for alleged tortuous conduct of any employee of the Department or the Contractor arising from the performance of this Contract apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.
32. Requirements for 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 Agreement, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the Agreement, health insurance for those employees and 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 exceed \$250,000 dollars.
 - B. Contractor agrees to maintain a record of the number of employees who have (1) accepted health insurance; (2) declined health insurance due to other health insurance coverage already in place; or (3) 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 by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.
 - 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), Contractor agrees these requirements shall apply the first day of the second month after the Contractor 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, depending on the dollar value threshold in effect at that time.
33. Employee Pay Equity Reporting
- This provision shall apply to contracts awarded through and Invitation to Bid or a Request for Proposals. The Executive Order and required forms can be obtained from the following link:

http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

October 1, 2010 and beyond contract requirements:

Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the required form annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

Should Contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy these reporting requirements on any sub-consultant(s) performing more than 10% of the dollar value of this contract if said sub-consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more sub-consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such sub-consultant, within ninety (90) calendar days of that sub-consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such sub-consultant, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments

as may be determined, on behalf of the applicable sub-consultant(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this sub-consultant requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.

IN WITNESS WHEREOF, the parties hereto have executed this Department of Transportation Contract for Engineering Services the date and year first above written.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Secretary/Designee

Date: _____

INSERT CONSULTANT NAME

By: _____
Contractor

Date: _____

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL**

By: _____
Assistant General Counsel

Date: _____

I certify that _____, I.D. No. _____ is registered with the Taxation and Revenue Department for payment of gross receipts tax.

By: _____
Taxation and Revenue Department

Date: _____

New Mexico Project _____

CN _____

State of New Mexico

CERTIFICATION OF CONTRACTOR

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.

(c) As Per OMB Circular A-133 Compliance Supplement, April 1999, or as amended, _____ certifies that the organization and its principals are (FIRM) 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: _____

Consultant Firm: _____

New Mexico Project: _____

CN: _____

State of New Mexico

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: _____

NEW MEXICO DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL SERVICES

RFP 16-27

PN: S100121

CN: S100121

Termini: Rabbit Road- St. Francis Drive to Richards Ave

DISTRICT 5

Santa Fe County

**Submit Proposals no later than
February 9, 2016 @ 2:00 P.M. local prevailing time**

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I. INTRODUCTION

Control Number: S100121

Project Number: S100121

Type of Work: New Construction and Multimodal Improvements

Posted Route: Rabbit Road

Limits: St Francis Drive and Rabbit Rd Intersection to Richards Ave and Dinosaur Trail

Total Study Length: Approximately 3 miles (see limits)

NMDOT District: 5

County: Santa Fe

Functional Classification: Minor Collector

Terrain Type: Urban

Construction Programmed Year: 2017

Anticipated Letting Date: December 2016

Project Development Engineer: Travis Johnson P.E.

Urban or Rural: Urban

I. REQUEST FOR PROPOSALS

This Request for Proposals (RFP) is issued by the New Mexico Department of Transportation (Department, NMDOT) to solicit competitive sealed proposals for the award of a contract to an Engineer(s) (successful Offeror(s) to: provide Phase IC Environmental Investigations, Phase ID Preliminary Design Services, and Phase II Final Design Services. Phase III Engineering Services provided during construction may be included by amendment to the contract at a later point.

The project area is Rabbit Road starting at the intersection of St. Francis Drive and ending at Richards Avenue and Dinosaur Trail in Santa Fe, NM. The project has two purposes;

- Construct the “NE Connector”, a new roadway connecting Rabbit Road to Richards Ave and Dinosaur Trail and;
- Construct roadway improvements on existing Rabbit Road from Saint Francis Drive to the NE Connector. (St Francis Drive and Rabbit Road Intersection to approximately 1.9 miles west on Rabbit Road)

The project should be designed to a minimum of frontage road standards as defined the AASHTO requirements for Geometric Design of Highways and Streets.

It is the intent of the Department to be provided with Services in Phases. The Phases are as follows:

Phase IC: Environmental Investigations and Documentation (St Francis Drive and Rabbit Road Intersection to approximately 1.9 miles west on St Francis Drive)

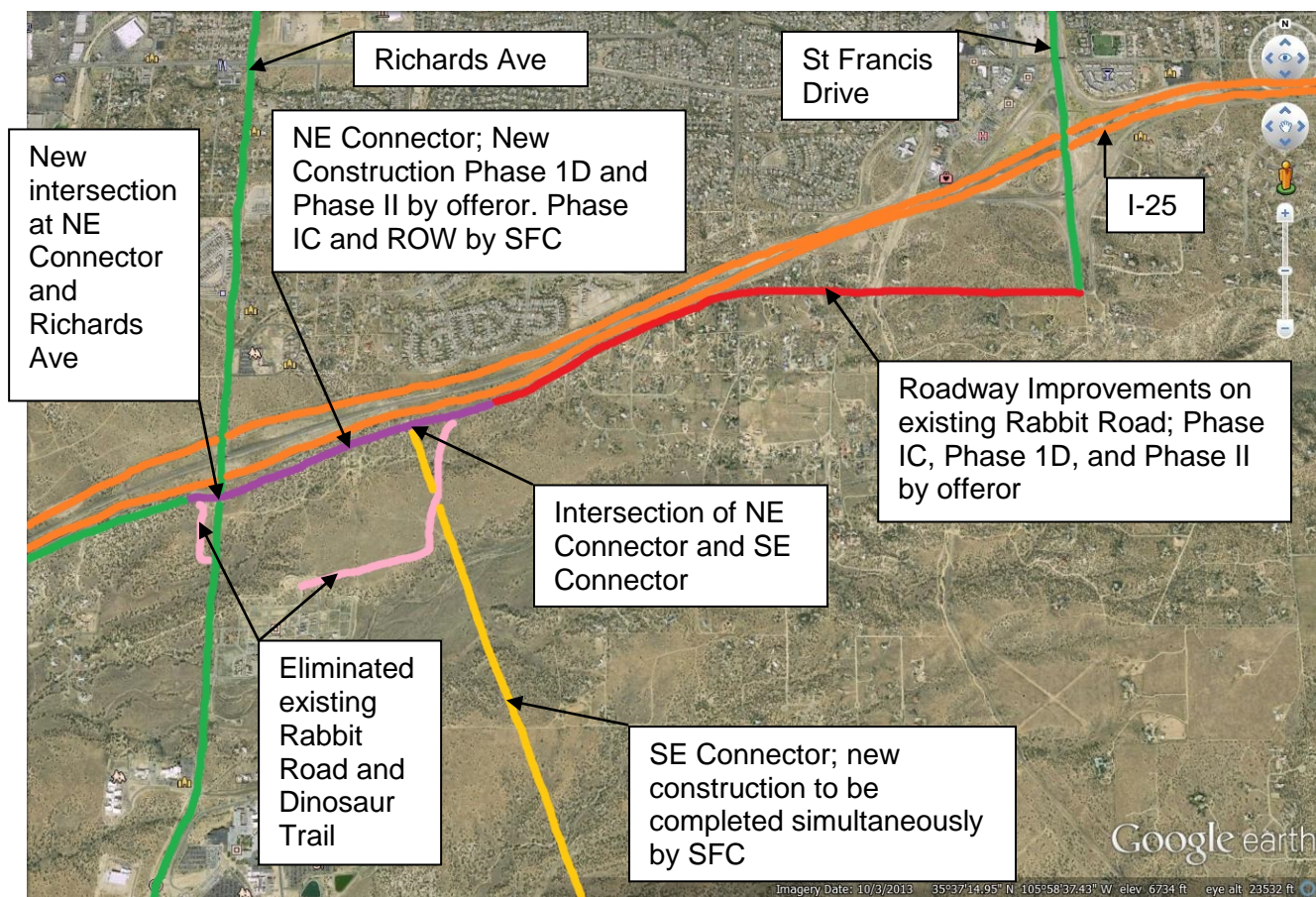
Phase I-D: Preliminary Design

Phase II: Final Design

If needed, the Consultant will be asked to negotiate for the additional phase of the project:

Phase III: Engineering Services during Construction

The proposed services will include Environmental Investigations and Documentation, preliminary design, 30%, 60%, constructability design files, 90%, PSE, and Final design and Engineering services during construction if included by amendment. In addition the Engineer will coordinate with Santa Fe County (SFC) throughout the design of this project.



Project Schematic

Santa Fe County (SFC) has already concluded a Phase A/B Study for two projects connecting to Rabbit Road; the NE Connector which is part of this project, and the SE Connector, a project that will be completed simultaneously by Santa Fe County. It is intended that the County will complete a Phase IC Study for the NE and SE Connectors and will obtain environmental clearances, and acquire Right-of-Way (ROW) for the NE connector portion of this project. It is expected that the offeror will determine the environmental foot print and ROW needs during preliminary design and will coordinate these needs with Santa Fe County so that the County can proceed with their Phase IC study, obtain environmental clearances, and acquire Right-of-Way

(ROW) for the new construction portion of the Northeast Connector project that is undeveloped between Dinosaur Trail and Richards Avenue (approximately 0.09 mile west of Richards Avenue) and between Richards Avenue and the proposed intersection of the Northeast Connector and Southeast Connector (approximately 0.84 mile east of Richards Avenue to Rabbit Road). Should it become necessary, ROW mapping and environmental clearances by the Engineer may be included later by amendment.

In lieu of a phase A/B study for the roadway improvements portion of this project from St. Francis Drive and Rabbit Road Intersection to approximately 1.9 miles west on St Francis Drive the Engineer should anticipate completing a Road Safety Audit in accordance with the NMDOT's Road Safety Audit Procedures. It is anticipated that the Engineer will propose multimodal improvements that will be carried forward to Phases 1D and Phase II based on the Road Safety Audit. The Engineer will be responsible for Phase IC and Right of Way acquisition services for this portion of the project.

All required NEPA documentation, permits, clearances, right-of-way needs, construction costs, project documentation, construction letting package and all project specific specifications will be included in the design of this project. It will be the Engineer's responsibility to interact with the public and all branches of government and other agencies to incorporate feedback throughout the design.

The Engineer will not be eligible to construct any portion of the project under New Mexico highway construction procurement laws, but shall be restricted to providing final design and engineering services with respect to such construction. Section 10-16-13 NMSA 1978 (1995 Repl.) also provides that no state agency shall accept any bid from a person who directly or indirectly participated in the preparation of specifications on which the competitive bidding was held. Thus, for example, the Engineer cannot design the project either directly or indirectly and bid on it for the construction.

The project milestone dates for the design will have the assessment of liquidated damages tied to project deliverables which will be described during negotiations with the Engineer/Successful Offeror. The offering Engineer is encouraged to submit a schedule that includes proposed timelines for 30% Design, 60% Design, 90% Design, Final Design Review (PSE Design Review), Plan Submittal and ROW Mapping Update and Submittal, and all related tasks that

represent how the Engineer intends to collect data, evaluate data, and produce reports without requests for changes in schedule. The offering Engineer is required to develop a schedule that supports the interim project improvement schedules identified.

II. GENERAL INFORMATION/ EXISTING ROADWAY AND PRESENT CONDITIONS

The project is located to the east of Interstate 25 in Santa Fe New Mexico within Santa Fe County. There are two portions to the project;

- Improvements to existing Rabbit Road from St Francis Drive to approximately 1.9 miles west on Rabbit Road, and;
- The new construction of the NE connector from 1.9 miles west of St Francis on Rabbit to Richards Ave and Dinosaur Trail.

The existing typical section of Rabbit Road from St Francis Drive west basically consists of 2-11 ft., driving lanes and 5 foot shoulders. There is one rail crossings and a multiuse trail crossing in this section. There are multiple drainage features within this section and bicycle traffic is prevalent.

The NE connector will be constructed through undeveloped land adjacent to Interstate 25 from approximately 1.9 miles west of St. Francis Drive on Rabbit Road to Richards Avenue and will connect with Dinosaur Trail on the west side of Richards Avenue. From the Richards Avenue/Dinosaur Trail intersection, remove approximately 0.24 mile of pavement along Dinosaur Trail and intersection traffic signal.

- Co-ordination with Santa Fe County will be required for planning of the intersection between the Northeast Connector and Southeast Connector.

III. ENGINEER'S RESPONSIBILITIES, ACCURACY OF WORK, INDEMNIFICATION, AND PROFESSIONAL LIABILITY

A. Engineer's Responsibilities

The Engineer has total responsibility for the accuracy, completeness and correctness of the plans and related data prepared under the terms of the Contract and shall check all material accordingly. The plans will be reviewed by the NMDOT for conformity with NMDOT procedures and contract terms. Review by the NMDOT does not include detailed review or checking of design components and related details or the accuracy with which such designs are depicted on the Plans. The Engineer shall not deviate from standard geometric design without the express written approval of the NMDOT.

B. Accuracy of Work

Acceptance of the work by the NMDOT and contract termination does not constitute NMDOT 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.

C. Indemnification – Professional Liability (Errors and Omissions)

To the fullest extent permitted by law and subject to the provisions of Section 56-7-1 NMSA 1978 the Engineer shall defend, indemnify, and hold harmless the NMDOT, acting through its agents, representatives, and employees, from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and the cost of appellate proceedings), arising out of or resulting from the Engineer's professional negligent acts, errors, mistakes or omissions. The Engineer's duty to defend, hold harmless and indemnify the NMDOT shall arise in any connection with any claim, damage, loss or expense that is attributable to or caused by any negligent act, error or omission of the Engineer or anyone directly or indirectly employed by the Engineer or anyone for whose acts they may be liable.

This agreement to indemnify shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of: (1) the preparation or approval of maps, drawings, reports, surveys, change orders, designs or specifications by the NMDOT, or the agents or employees of the NMDOT; or (2) the giving of or failure to give directions or instructions by the NMDOT, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damages to property. For purposes herein the Engineer is not considered an agent of the NMDOT.

IV. CONTRACT FEE

It is the intent of the NMDOT to negotiate a fixed price for Phase 1D (Preliminary Design), Phase II (Final Design Services). NMDOT may elect to negotiate a fixed price for Phase III (Construction Engineering Services) by Contract Amendment or elect to pursue new RFP.

The fixed price and negotiated compensatory fees shall be paid based on percentage complete for the required services.

Partial payments shall be made monthly as the work progresses upon application therefore, accompanied by a certified statement of work accomplished in accordance with this contract and as approved by the Project Development Engineer. Partial payments shall be based upon percentage of work completed broken down into direct labor, labor overhead, direct costs, sub-contract expense (also broken down) and a fee. The fee is a percentage factor applied to labor and labor overhead costs.

Note: A cost plus a percentage of cost, or a percentage of construction cost method of determining the fee will not be used.

V. DESCRIPTION OF WORK RESPONSIBILITIES

All work accomplished under the Contract shall be in accordance with the AASHTO "A Policy on the Geometric Design of Highway and Streets, 2004;" FHWA Policy; the NMDOT Survey Handbook (2000 edition); and other current NMDOT manuals, standards, guidelines, standard specifications and standard procedures.

The work performed by the Engineer shall be done in imperial units in accordance with the Guidelines for Geometric & Roadway Design and Surveying, or if required transit design guides. All documents shall have only imperial units including right-of-way documents.

The environmental investigation and documentation process, subsequent circulation, and public hearing, shall be completed in accordance with the NMDOT Location Study Procedures, FHWA Technical Advisory T 6640.8A, 23 CFR Part 771 and other applicable guidelines and regulations. Environmental investigations must include analyses of all issues mandated by the National Environmental Policy Act (NEPA) as well as other state and federal environmental legislation, including Executive Orders on Wetlands, Floodplains, and Environmental Justice.

The NMDOT may provide review of the Engineer's work for conformity with NMDOT procedures and contract terms only. Review by the NMDOT does not include detailed review or checking of design components and related details or the accuracy with which such is

depicted. NMDOT acceptance of the Engineer's work product, plans, studies, etc., does not constitute NMDOT approval.

Although every effort has been made to fully describe the scope of services it is anticipated that changes may be required during the course of the project to accommodate input from the public, other agencies within the NMDOT and outside of the NMDOT. Changes to the scope of work that may be required to provide a complete project shall be negotiated and authorized by an amendment to the Contract as they are identified.

All project reports, such as the Alignment Study Report, which will be used as references during the development of the project shall be bound and labeled on the spine of the report as well as on the cover. Each report shall be bound with project identification, including control number and route location, clearly printed on the spine of the report. This is intended to ease the retrieval of the many volumes of information. The PDE should be consulted before reports are bound.

A. Engineer

The Engineer shall be responsible for all studies, modeling, analysis, coordination, engineering, and all else necessary to complete the services requested in this RFP. It is the intent of the Department that the Engineer will have full latitude and complete responsibility for developing this project. All work accomplished under this contract shall be in accordance with Department manuals, standards, guidelines, standard specifications and standard procedures, including, but not limited to: The latest editions of the AASHTO "A Policy on the Geometric Design of Highway and Streets; FHWA Policy; the Department's Survey Handbook ; NMDOT Location Study Procedures, A Guidebook for Alignment and Corridor Studies.

The Engineer shall use the latest editions of the NMDOT "Drainage Manual - Volume 1, Hydrology" or current revision, "Drainage Manual - Volume II Hydraulics, Sedimentation and Erosion" or current revision, NMDOT "Drainage Design Criteria", and "National Pollutant Discharge Elimination System Handbook" or current revision for methodologies in preparation of the Final Drainage Report.

For Context Sensitive Solutions, 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.

The Engineer shall provide Phase ID Preliminary Design Services and Phase II Final Design Services. Phase III Engineering Services (provided during construction) may be included by amendment to the contract at a later point. The Services required include, but are not limited to the following:

1. Phase 1C: Environmental Investigations and Documentation

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

2. Public Involvement Plan (PIP)

PIP must be submitted to the NMDOT Environmental Program Manager (through PDE) prior to the first public information meeting. Public information meetings will be held to solicit comments and concerns on the project from local stakeholders, affected agencies, and the traveling public in order to evaluate valid recommendations from them for inclusion in the design of the project prior to construction. Extensive contact lists and records of previous public meetings will be provided to the Engineer to facilitate the development and execution of the PIP. The PIP must be prepared in conformance with Context Sensitive Solution (CSS) methodologies and procedures and shall be developed by the Engineer for the project and will ensure the project values the issues of safety, mobility, and community values during each design phase of the project.

The CSS Plan calls for an interdisciplinary team approach that will include the collaboration of technical professionals, FHWA, MRCOG, key City of Santa Fe and Santa Fe County representatives, other applicable governments, representatives from local businesses, transportation facility users and the general public. The objective of the CSS Plan is to develop a process where the context of the project area can be incorporated into the project purpose and need statement.

3. 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 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. It is anticipated that coordination with the agencies listed below will be required during the design and construction of this project:

- **Santa Fe County**
- **City of Santa Fe**
- **Santa Fe Community College**
- **Nearby Neighborhoods**
- **Santa Fe Metropolitan Planning Organization**

VI. DELIVERABLES

A. Electronic Submittal of Design Data by Engineer

All survey, mapping, and preliminary design data and computer-aided-drafting (CAD) drawing files supplied under contract shall be produced and submitted to the NMDOT in a native Autodesk® (.dwg) file format at the current department standard version. The NMDOT is currently utilizing Autodesk® AutoCAD 2013 and Autodesk® AutoCAD Civil 3D 2013 as its standard version. 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. All consultant design related data files and computer-aided-drafting (CAD) drawing files supplied under contract must be created and submitted to the NMDOT in a native Autodesk (.dwg) file format at the current department standard version. In addition to the submitted cad drawing files, the consultant will deliver current Adobe PDF files of the drawings/plan sets. All Final CAD drawings must be located in the standard NMDOT Project Directory Structure. Reviewed drawings/plan sets that do not conform to current CAD Standards will be returned with comments & requested

corrections. NMDOT will only accept projects delivered on CD-ROM, DVD, flash drive or external hard drive. Data is not to be compressed by any software. Standards drawing templates and resource files are available at www.dot.state.nm.us/en/cadd.html or upon request from the NMDOT Cadd Support Unit @ cadd.support@state.nm.us

B. Alignment Study Report

It is anticipated that engineering services for an alignment study report are not required for this project. If it is determined that engineering services are required for an alignment study, those services will be negotiated and added by contract amendment.

C. Road Side Safety Audit

A Road Side Safety Audit (RSA) may be conducted in accordance with the NMDOT process for Road Safety Audits for the project area. Prior to the conducting the Road Safety Audit the NMDOT will meet with the Engineer and stake holders in a Pre- RSA Meeting to review the project area. At the conclusion of the Pre-RSA Meeting the Engineer will submit a proposal with scope and man hour estimate for the RSA. If engineering services for a RSA are required for this project, those services will be negotiated and added by contract amendment.

D. Environmental Documentation

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

E. Drainage Reports

The Engineer shall provide up to five (5) bound copies and one (1) CD (or DVD or USB) containing an electronic file (.pdf format) of the Preliminary and Final Drainage Reports to the Department.

F. Preliminary and Pre-Final Design Plans

The Engineer shall submit and distribute up to 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. The Engineer shall provide minutes of all meetings, including comments received, and responses which include corrective action to the PDE. These minutes and design reports will be submitted within two (2) weeks of the plan review meeting.

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

If engineering services for Right-of-Way Maps, Title Reports and Monumentation Maps are required for this project, those services will be negotiated and added by contract amendment. The services will be detailed in the amendment to contract.

VII. NMDOT SHALL PROVIDE

The NMDOT will furnish the following to the Engineer. However, the NMDOT 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.

- A Project Development Engineer from the NMDOT staff to serve as an engineering liaison for the project.
- Electronic copies of reports and data
- Current traffic counts and 2035 Travel Demand forecast data including turning movements performed by MRCOG. (if data will not be available the Engineer will be obligated to provide the applicable and appropriate data)
- Available crash data
- Pavement recommendations (the NMDOT may require the Engineer to provide the necessary field testing)
- NMDOT staff to provide oversight of Utility Coordination
- Verification of right-of-way mapping (if required).
- Review of the Santa Fe County Alignment Study Report.
- Review of Santa Fe County environmental documentation and mitigation measures.
- Review of Drainage Report.

VIII. CONTACTS

General Project Information – Travis Johnson at (505) 490-7710

NMDOT District 5 – Technical Support Engineer -TBD

Survey Information – Mark Marrujo at (505) 827-5676

As Built construction plans – Amanda Ortiz (505) 827-5245

ROW mapping Information – Rob Sexton at (505) 827-5560

Drainage Information – Ted Barber at (505) 827- 5449

Geotechnical Information – Michelle Mann at (505) 476-3788

Environmental Process – Blake Roxlau at (505) 827-5224

Cultural Resources Process – Blake Roxlau (505) 827-5224

Hazardous Materials Investigation Process – Audrey Moore at (505) 827-1715

Traffic Information – Afshin Jian at (505) 827-5490

Bridge Information – Raymond Trujillo at (505) 827-5448

Right-Of-Way Real Estate Information – Chris Vigil at (505) 827-1874

Utility Information – Shawn Chafins at (505) 827-5502

Santa Fe County – Chuck Vigil at (505) 992-3018

IX. NMDOT REVIEW

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

X. SCOPE OF SERVICES

A. Aerial Photography, Survey and Mapping

The Engineer shall provide controlled location and topographic survey and digitized cross-sections. Determination of the existing Right-of-Way shall be determined by the

Engineer. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor.

B. Right-of-Way Mapping

It is anticipated that the engineer will determine right of way needs for the project and coordinate with Santa Fe County on the completion of their Phase C report. It is intended that Santa Fe County will be responsible for completing right of way maps for the project. If it is determined that right of way mapping services are required by the engineer they may be included by a negotiated contract amendment.

C. Sub-Surface Utility Engineering (SUE)

Quality Level C is anticipated for this project. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

If potential conflicts are identified during the design process, the Engineer will be responsible for Quality Level A locating by pothole exploration and associated survey required to establish proper project control. Coordination with all effected Utility Companies will be required for private Utility relocation design. For Public Water and/or Sewer relocations, the Engineer will be responsible for design and construction plans for this work to be performed by the NMDOT's contractor.

D. Preliminary/Final Drainage Report

Engineer shall be responsible for the preparation of Preliminary and Final Drainage Study Reports. The drainage reports will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any of the problems.

1. Preliminary Drainage Study Report

Prior to performing a preliminary drainage study, the Engineer shall meet with the Department's assigned Drainage Engineer to discuss the hydrologic methodologies and analysis of existing and proposed drainage structures. The Preliminary Drainage Report shall summarize the results of the preliminary drainage analysis. The report shall include:

- Discussion of soil types;
- Rainfall Depths and Intensities
- Vegetation and land use distribution;
- Curve number or rational formula "C" calculations;
- Time of concentration calculations;
- Drainage area topographic map with existing structures inventory;
- Drainage basin and sub-basin areas;
- Design (50yr) and 100-year discharges and their corresponding headwater depths;
- Summary of the drainage field inspection results including District personnel (public and other local agencies) interview and drainage structure field inspection forms;
- Construction Maintenance Easement's (CME) required to construct & maintain the structures;
- Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis;
- Preliminary erosion protection and energy dissipaters design and preliminary details.

The format of the drainage report should be as follows:

1. Introduction
2. Site Description
3. Background
4. Location Project
5. Hydrology Analysis
6. Hydraulic Analysis
7. Scour Analysis
8. Summary Recommendations
9. References
10. Appendix

The preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Scope Report and the Final Drainage Report. The Preliminary Drainage Report shall

include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.

2. Preliminary Drainage Study Report

The Final Drainage Report is basically a refinement of the Preliminary Drainage Report. A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Final Drainage Report, the Engineer shall perform, on all major structures or channels, a hydraulic analysis using the HEC 2, HECRAS or WSPRO computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Final Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures.

If Section 401 and 404 applications are required, the Engineer shall prepare and submit the necessary applications with the approval and signature of the Drainage Engineer. This work will be included in Phase II Services and shall not be done prior to the completion and approval of the environmental documentation.

Include in the Final Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans, prepared during Phase II Services shall include storm drain system data such as hydraulic grade line for 100-year discharge; invert elevations, slopes, velocities, and discharges.

If the disturbed area during construction is greater than 1 acre, the Engineer shall prepare a storm water pollution prevention plan (SWPPP). The Engineer shall also prepare temporary erosion and sediment control plans (TESCP).

The Engineer shall use the NMDOT "Drainage Manual - Volume 1, Hydrology, 1995" or current revision, "Drainage Manual - Volume II Hydraulics, Sedimentation and Erosion 1998" or current revision, and "National Pollutant Discharge Elimination System Handbook, December 2012" or current revision for methodologies in preparation of the Final.

E. Final Geotechnical Report

The geotechnical scope for this project will consist of performing geotechnical field exploration activities (soil borings/rock cores, documenting groundwater conditions, etc.) performing laboratory testing, and providing preliminary and final geotechnical and foundation design recommendations. The final geotechnical and foundation reports shall provide design information as required for lighting foundations and other structures. The depth and frequency of the borings shall be determined in accordance with the latest LRFD Bridge Design Specifications and NMDOT Materials Geotechnical Manual.

At least two weeks prior to mobilizing to the site, a copy of the boring plan shall be submitted to the State Geotechnical Engineer for acceptance. A draft copy of the preliminary and final geotechnical and foundation reports shall be provided to the State Geotechnical Engineer for review.

F. Pavement Subgrade Soils Field Exploration and Laboratory Testing

- Engineer will be required to provide field exploration consisting of the following:
 - HMA cores advanced at ¼ mile intervals.
 - Subgrade testing at ¼ mile intervals to depths of 5 feet below existing surfacing. SPT N-blow counts will be required.
 - Thickness of existing HMA, base and other pavement strata where encountered.
 - NMDOT shall have access to HMA cores to view and inspect.
- Coordinate contract laboratory testing with NMDOT personnel (Jeff Mann, NMDOT Pavement Management and Design Bureau, 505.795.4927).
- For purpose of proposal, estimate 2 soil samples per ¼ mile 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 2 Tests, Samples to be Chosen by NMDOT.
- At completion of subgrade laboratory testing, Engineer will provide results to Pavement Mgmt 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
 - Rvalue on stabilized sample – estimate 3 tests
 - Compressive Strength on stabilized sample – estimate 3 tests

G. Final Traffic Analysis and Modeling

Santa Fe County, through its consultant, has completed a phase A/B study and subsequent traffic analysis for the two alternatives. At this time it is anticipated that the Engineer will be required to complete the full traffic analysis and modeling of the proposed alternative developed and determined the expected level of service for a 10 year horizon and the year 2035, which will be included in the Phase D (Preliminary Design) Services.

H. PHASE I SERVICES

PHASE I-C: ENVIRONMENTAL DOCUMENTATION (Existing Rabbit Road from Saint Francis Drive to the NE Connector)

- Update Environmental Investigations
- Prepare Environmental Documentation
- Continued Public Involvement Program, including Public Hearing
- Agency Coordination
- Prepare Draft Environmental Document (level of effort will be determined based on alternative(s))
- Interstate Access Change Request Document
- Input Synopsis
- Final Environmental Document (CE or EA depending on determined level of effort)
- Obtain appropriate certification depending on determined level of effort (Signed CE or Finding of No Significant Impact (FONSI) for EA)

PHASE I-D: PRELIMINARY DESIGN

- Continued Public Involvement Program
- Traffic Analysis and Modeling
- Final Geotechnical Report
- Final Drainage Report
- SUE Quality Level C – Designation
- Utility Identification, Utility Conflict Analysis and Impact Plans
- Preliminary Roadway Design Plans
- Preliminary Bridge Design Plans
- Preliminary signing, striping, signal, lighting, ITS and traffic control plans
- Advanced Right-of-Way Preservation effort to include Right of Way mapping & Title Work

- Engineer's Estimate
- Quality Control of Plans

PHASE II SERVICES – FINAL DESIGN

- Coordination
- Constructability and Traffic Control
- Environmental Follow-Up including: preparation of general notes and environmental requirements for inclusion into the plans and any environmental stipulations in agency permits or correspondence, and environmental reevaluation documentation as required.
- SUE Quality Level C
- NPDES
- Amendment of Final Drainage Report (as required)
- Amendment of Final Geotechnical Report (as required)
- Bridge Selection Report
- Pre-Final and Final Roadway Design Plan(to include, but not limited to, Roadway, bridge, drainage, ITS, signing, Striping, lighting, signal design plans)
- PS&E
- Production Submittal (including all necessary contract documents)

PHASE III SERVICES (by Amendment or by new RFP)

Services to be provided by the Engineer during Construction if Engineering Services during Construction are required for this project those services will be negotiated and added by contract amendment or by new RFP.

Engineering Technical Support Services during Construction can be comprised of:

- Requests for Information (RFI's)
- Design Clarifications
- Plan Revisions
- Review of Contractor Proposed Cost Savings

- Review of Proposed Price Increases or Decreases

XII. 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 or stakeholders having jurisdiction or interest in the project. 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 this contract. For any required formal (written) approvals, the Engineer will provide the Department with all required data and draft letters of transmittal. The Engineer shall also be responsible for documentation of all coordination efforts and, as required, providing project status presentations to NMDOT management, local government, or other stakeholders.

XIII. QUALITY CONTROL PLAN

A Project Specific Quality Control Plan is required for each phase of this project. The specific requirements are outlined in the Consultant Services Procedures Manual & Handbook.