

**THE CITY OF BLOOMFIELD**  
**REQUEST FOR PROPOSAL (RFP)**  
**Bergin Lane Reconstruction**



**RFP# 2024-001**

**RFP Release Date: March 21, 2024**

**Proposal Due Date: April 23, 2024 @ 1:00 PM MST**

If you have questions regarding this RFP please contact:  
Chief Procurement officer: **Dustie Sheets**  
Telephone No.: **505-333-7820**  
Email: [dsheets@bloomfieldnm.gov](mailto:dsheets@bloomfieldnm.gov)

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Engineering services to development final plans and specifications for Bergin Lane Reconstruction project located in Bloomfield, NM.

### **B. BACKGROUND INFORMATION**

Bergin Lane is an existing street in Bloomfield, having been constructed approximately 60 years ago. The roadway served the city well for several years, however the construction of the Mesa Alta Junior High School building created traffic problems in the area. The existing roadway has never been safe for the combined pedestrian and vehicular traffic. The roadway requires major re-construction to allow for the safety of students and the public.

### **C. SCOPE OF PROCUREMENT**

The CONSULTANT will provide engineering, surveying, and other services necessary to develop final specifications and drawings for construction of this project. The CONSULTANT will also coordinate with other entities in order to complete various phases of pre-construction work.

This RFP will result in a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

### **D. PROCUREMENT MANAGER**

Dustie Sheets Chief Procurement Officer who is responsible for conducting of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Dustie Sheets, Chief Procurement Officer  
Telephone: (505)-333-7820  
Email: dsheets@bloomfieldnm.gov

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the CPO.

### **E. PROTESTS**

Protests of the solicitation or award must be submitted in writing to the Chief Procurement Officer identified in paragraph D.

## DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means weekdays (Monday – Thursday) 7:00 AM thru 5:30 PM MST/MDT, whichever is in effect on the date given.
4. “**Close of Business**” means weekdays (Monday – Thursday) 7:00 AM thru 5:30 PM (PM MST/MDT, whichever is in effect on the date given.
5. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978, See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with a state agency or local public body.
8. “**CONSULTANT**” means the Engineering firm hired by the OWNER for completion of the requirements of this RFP.
9. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
10. “**Desirable**” – the terms” may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
11. “**Electronic Version/Copy**” means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.

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12. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
13. **“Evaluation Committee Report”** means a report prepared by the Chief Procurement Officer and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
15. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
16. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
17. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
18. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
19. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
20. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
21. **“Chief Procurement Officer”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
22. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
23. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

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24. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
25. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
26. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
27. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
28. “**Sealed**” means, unopened correspondence delivered to the City of Bloomfield.
29. “**Single Source Award**” means an award of contract for items of tangible personal property, services or construction to only one Offeror.
30. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
31. “**Statement of Concurrence**” means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
32. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
33. “**Written**” means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

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**A. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.

<https://www.bloomfieldnm.gov/finance/page/rfps>

Other relevant links:

## II. CONDITIONS GOVERNING THE PROCUREMENT

### Instructions to Offeror Conditions Governing the Procurement

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

#### A. SEQUENCE OF EVENTS

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	CPO	March 21, 2024
3. Pre-Proposal Conference	Engineer	April 9, 2024
4. Deadline to submit written questions	Potential Offerors	April 16, 2024
5. Response to written questions	Chief Procurement Officer	April 23, 2024
<b>6. <i>Submission of Proposal</i></b>	<b><i>Potential Offerors</i></b>	<b><i>May 6, 2024</i></b>
7.* Proposal Evaluation	Evaluation Committee	May 7 - 14, 2024
8.* Selection of Finalists	Evaluation Committee	May 15, 2024
10.* Best and Final Offers	Finalist Offerors	May 22, 2024
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	May 29, 2024
12.* Contract Awards	Agency/ Finalist Offerors	June 12, 2024
13.* Protest Deadline	CPO	June 27, 2024

\*Subject to change at the discretion of the CPO, \*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

#### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

##### 1. Issue RFP

This RFP is being issued on behalf of the City of Bloomfield, NM, on March 21, 2024.

##### 2. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 9:00 am, at 915 North 1st Street Bloomfield, NM 87413. In the city council chambers, at City Hall.

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**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Chief Procurement Officer** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal. **Deadline to Submit Written Questions**  
Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until 5:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Chief Procurement Officer as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

**4. Deadline to submit written questions/request for clarification**

Potential offerors may submit written questions or requests for clarification as to the intent or clarity of this RFP until 5:00 PM MT on the date indicated in the Sequence of Events. All questions **must be submitted in writing only** to the CPO specified in this RFP. Questions or communications submitted to anyone other than the CPO are considered unauthorized and WILL result in disqualification of a submitted Proposal

**5. Response to Written Questions**

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to:  
<https://www.bloomfieldnm.gov/finance/page/rfps>

**6. Submission of Proposal:**

**PROPOSALS MUST BE SUBMITTED VIA USPS OR IN PERSON:**

In person submissions:

Submit to the Chief Procurement Officer Only at:  
915 North First Street Bloomfield, NM 87413

Or

US Postal Service:  
City of Bloomfield  
Attn: Dustie Sheets, CPO  
PO Box 1839, Bloomfield, NM 87413

**Proposals will be dated, and time stamped upon receipt by the Chief Procurement Officer and at least one witness.**

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**NO LATE PROPOSALS CAN BE ACCEPTED**

**Proposal Packages**

All Proposal packages **MUST** contain the

1. RFP number on the front bottom outer left-hand corner of the package
2. The bottom outer left-hand corner of the package needs to read “RFP 2024-001 BERGIN LANE IMPROVEMENT PROJECT” to be accepted as a completed Proposal.
3. Offeror shall deliver or send five (5) signed and complete Proposals to the City of Bloomfield as specified in this RFP, before closing date and time for receipt of Proposals.

**7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

**8. Selection of Finalists**

The Evaluation Committee will select, and the Chief Procurement Officer will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists may or may not be comprised of up to three (3) Offerors receiving the highest cumulative scores as shown in the attached RFP document, Pages 12-14, entitled RFP EVALUATION CRITERIA.

**9. Oral Presentations**

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). The Agency will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

**10. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining the best and final offers as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror’s oral presentation.

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**Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

**11. Contract Awards**

Upon receipt of the signed contractual agreement, the Bloomfield Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

**12. Protest Deadline**

Any protest by an Offeror must be timely, in conformance with, and will be governed by, Sections 13-1-172 through 13-1-176 NMSA 1978 and the City of Bloomfield Procurement Policy. The fifteen (15) day protest period for timely offerors shall be for fifteen days following the notice of contract award. Protests must be written and must include the name and address of the protestor and the Request for Proposal number and title. It must also contain a statement of grounds for protest including appropriate supporting exhibits and must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to Dustie Sheets by email at [dsheets@bloomfieldnm.gov](mailto:dsheets@bloomfieldnm.gov) or in writing to the City of Bloomfield, PO Box 1893, Bloomfield, NM 87413.

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## GENERAL REQUIREMENTS

### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

### 2. Incurring Cost

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

### 3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### 4. Subcontractors/Consent

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

### 5. Amended Proposals

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

### 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

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The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

**7. Proposal Offer Firm**

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

**8. Disclosure of Proposal Contents**

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization;  
and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

**9. No Obligation**

This RFP in no manner obligates the City of Bloomfield to use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

**10. Termination**

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

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**11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

**12. Legal Review**

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

**13. Governing Law**

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

**14. Basis for Proposal**

Only information supplied in writing by the Chief Procurement Officer or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

**15. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

#### **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

#### **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

#### **18. Offeror Qualifications**

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

#### **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### **20. Change in Contractor Representatives**

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

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**21. Notice of Penalties**

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

**22. Agency Rights**

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

**23. Right to Publish**

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

**24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD.

**25. Confidentiality**

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

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

**26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

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

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

Please refer to:

<https://www.bloomfieldnm.gov/finance/page/rfp>

## 28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information:  
<https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 29. Campaign Contribution Disclosure Form

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

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

- 1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (TIN, formerly CRS);
- 2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide

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- clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award.
  4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
  5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.**

### **31. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### 32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offeror **must** submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.**

## III. RESPONSE FORMAT AND ORGANIZATION

### A. NUMBER OF RESPONSES

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

### B. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror's proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

#### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16 )
7. Response to Project Requirements (**except Cost information which shall be included ONLY in Cost Proposal**)
  - a. Organizational Experience
  - b. Organizational References
  - c. Oral Presentation (if applicable)
  - d. Method of Accomplishment
8. Other Supporting Material (if applicable)

#### **Cost Proposal:**

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1. Completed Cost Response Form (APPENDIX D)  
A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY. Cost proposal must be placed in a separate envelope and marked accordingly.**
2. Completed Cost Response Form (APPENDIX D)  
A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the

## **IV. RESPONSE TO PROJECT REQUIREMENTS**

### **A. REFERENCE MATERIAL**

**DETAILED SCOPE OF WORK  
CONSULTANT ENGINEER FINAL DESIGN PLANS  
BERGIN LANE IMPROVEMENT PROJECT  
BETWEEN WEST BROADWAY AVENUE (US 64) & WEST BLANCO  
BOULEVARD BLOOMFIELD, NM  
REFERENCES:**

**A. Referenced Specifications/Standards with Abbreviations and/or Acronyms:**  
Wherever the following acronyms are used in these specifications or on the drawings, they are to be construed the same as the respective expressions represented. Copies of the referenced specifications/standards referred to herein may be procured by the Contractor from the following:

<b>AASHTO</b>	<b>American Association of State Highway and Transportation Officials</b>
<b>NMDOT</b>	<b>New Mexico Department of Transportation</b>
<b>CITY</b>	<b>City of Bloomfield, New Mexico</b>
<b>USDOT</b>	<b>United States Department of Transportation</b>
<b>TLAP</b>	<b>Tribal/Local Public Agency</b>
<b>MPO</b>	<b>Metropolitan Planning Organization</b>
<b>ASTM</b>	<b>American Society for Testing and Materials</b>

**B. Other acronyms defined:**

<b>FEUS</b>	<b>City of Farmington Electric Utility Service</b>
<b>NM GAS</b>	<b>New Mexico Gas Company</b>
<b>SWPPP</b>	<b>Stormwater Pollution Prevention Plan</b>
<b>MUTCD</b>	<b>Manual on Uniform Traffic Control Devices for Streets and Highways</b>

## **SECTION I. FINAL DESIGN PLANS PACKAGE**

### **A. PURPOSE**

The purpose of this Exhibit is to describe the Scope of Work (SOW) and the responsibilities of the Engineering Firm (CONSULTANT) and the City of Bloomfield (CITY) in connection with the design and preparation of a complete set of construction plans. In 2022, the CITY contracted Souder, Miller & Associates (SMA) to develop 30% Design Drawings, the preparation of a Geotechnical Engineering Report prepared by GEOMAT, Master Drainage Report, and 30% Engineer's Estimate of Probable Construction Cost (EOPCC).

- 1. The selected CONSULTANT shall become familiar with the documents listed above and can rely upon this information to prepare a final design. The final design and following construction activities shall follow TPLA Procurement and NMDOT requirements and regulations. The Final Design Plans Package shall be reviewed with the City at 60%, 90% and 100% completion stages of design.**

Elements of work shall include, but not limited to, roadways, intersections, drainage, signing and pavement markings, lighting, utility relocation, landscaping, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates, environmental permits, quantity computation, and all necessary incidental items for a complete project.

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the CITY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file on a File Transfer Protocol site. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work commissioned under this contract.

**The CONSULTANT shall prepare the Final Design Plans Package. This work shall include a complete set of plans, environmental investigation and permitting, plus any other work to meet TLPA Procurement and NMDOT requirements and regulations.**

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans.

The CITY will provide job-specific information and/or functions as outlined in this contract.

### **DESCRIPTION**

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The initial concepts used for the 30% design of this project are attached to this scope of work. Refinement and revision of these concepts shall be reviewed and approved by the CITY.

**B. DESIGN ANALYSIS**

1. Typical Roadway Section – The Typical Roadway Section was developed in Bergin Lane Improvements 30% drawings. The CONSULTANT can rely on that information for the final design.
2. Geometrics - The CONSULTANT shall design the geometrics for the project in accordance with the classification for urban roads of the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book) as its standard for geometric design, with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, drainage features, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, and scope of work.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, cross slopes, borders, sight distance, lane transitions, features of intersections, and utility conflicts. The geometric design developed by the CONSULTANT shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or CITY standards.

3. Pavement Design – The CONSULTANT shall utilize the GEOMAT Geotechnical Engineering Report and recommendations in that report to detail final design plans and quantities.
4. Design Documentation, Computation Book and Quantities - The CONSULTANT shall maintain and submit to the CITY design notes and computations to document the design conclusions reached during the development of the Final Design Plans Package.

The design notes and computations shall be recorded on standard 8½ x 11” size computation sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to the standard size. The data shall be in a hardback folder for submittal to the CITY.

One copy of the design notes and computations shall be submitted to the CITY at each plan review, unless otherwise directed by the Project Manager. When the plans are submitted for each subsequent review, the design notes and computations corrected according to CITY comments shall be resubmitted. At the project completion, a final set of design notes and computations, signed and sealed by the CONSULTANT, shall be submitted with the record set of plans.

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- The design notes and calculations shall include, but not be limited to the following data:
- a. Design standards used for the project.
  - b. Geometric design calculations for horizontal alignment that is not included in the quantity computation booklet.
  - c. Vertical geometry calculations.
  - d. Drainage computations.
  - e. Earthwork calculations not included in the quantity computation booklet.
  - f. Calculations showing cost comparisons of various alternatives considered.
  - g. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
  - h. Calculations of quantities.
  - i. All permits support packages.
  - j. Design criteria and variance report.
5. Summary of Pay Items - A Summary of Pay Items shall be prepared at Interim and Final Plans phases.
  6. Technical Special Provisions - The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by NMDOT Standard Specifications, Supplemental Specifications or Recurring Special Provisions.
  7. Copy of correspondence or meeting minutes will be forwarded to the CITY within one week following the receipt/mailing of the correspondence or the date of the meeting.

**C. Drainage Analysis and Plans**

1. The CONSULTANT shall use and can rely upon the “Bergin Lane Improvement Project Master Drainage Report,” dated May 25, 2022, engineered and compiled by Souder, Miller & Associates. See Exhibit C
2. The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall be in compliance with NMDOT’s drainage requirements and policies and the requirements of the regulatory agencies and/or local jurisdictions. This work will include the engineering analysis necessary to design any or all of the following: cross drains, french drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, interchange drainage and stormwater management, other drainage systems and elements as required.
3. The CONSULTANT shall prepare plan sheets, notes, and details to include the following (if applicable): Drainage Map sheet(s), Drainage Structure sheet(s), Summary of Drainage Structure sheet(s), Lateral Ditch and Outfall Plan sheet(s), Lateral Ditch and Outfall Cross Section sheet(s), Retention/Detention Plan sheet(s), Pond Cross Section sheet(s), Special Drainage Detail sheet(s), and SWPPP and erosion control details.

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**D. Roadway Plans**

The CONSULTANT shall prepare plan sheets, notes, and details to include the following: Key Map, Typical Section sheet(s) with notes, Summary of Quantities sheet(s), Plan/Profile Sheet(s), Intersection Detail sheet(s), Intersection Profile sheet(s), Back of Sidewalk Profile sheet(s), Special Profile sheet(s), Soil Data Sheet(s), Cross Section Sheet(s), Summary of Pay Items, miscellaneous construction details, alignment control and curve data, and any other detail sheets necessary to convey the intent and scope of the project for the purposes of construction. The following items are anticipated:

- Plan Type: Plan sheets at 1"=20'.
- Typical Section: Addition of turn lanes and bus turnouts.
- Access Management Classification: Small Urban (SU)
- Major Intersections/Interchanges: Bergin Lane and US 64 (Broadway Blvd), Bergin Lane and West Blanco Blvd, school entrance
- Temporary Signals: N/A
- Temporary Lighting: N/A
- Temporary Drainage: N/A
- Variations/Exceptions: N/A
- Driveway Plans and Profiles: Shall be provided.

**E. Traffic Control Plan**

1. Traffic Control Analysis - The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must always be maintained.
2. Traffic Control Plans - The CONSULTANT shall prepare plan sheets, notes, and details as applicable to include the following: Typical Section sheet(s), General Notes and Construction Sequence sheet(s), Typical Detail sheet(s), Tabulation of Quantities sheet(s), Traffic Control Plan sheet(s), Signing and Pavement Marking sheet(s), Temporary Signalization sheet(s).

The CONSULTANT shall prepare additional plan sheets such as cross sections, profiles, drainage structures, retaining wall details and sheet piling as necessary for proper construction and implementation of the traffic control plan.

**H. Utilities**

The CONSULTANT shall identify and verify the following existing and proposed utilities, both horizontally and vertically, which may influence location and design considerations:

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- Overhead – Utility (power, cable & telephone)
- Aboveground – Utility poles, fire hydrants, utility manholes and valve boxes microwave towers, irrigation ditches, etc.
- Underground water, gas, sanitary sewer, force mains, street lighting cables/conduit, power cables, telephone cables, irrigation lines, etc.

The CONSULTANT shall be responsible for coordinating all design with the affected utility companies in order to minimize utility conflicts. At a minimum, the CITY or Farmington Electric Utility Service (FEUS) or New Mexico Gas Company (NM GAS) will designate their respective existing utilities within the project limits. If other utilities are identified by the CONSULTANT, the CONSULTANT shall coordinate with such utility providers to minimize conflicts.

Each utility provider will be responsible for the design of their respective underground utilities for this project, with the exception of irrigation stub-outs and facilities. The CONSULTANT will work with a utility provider to coordinate design. These designs will be provided to the CONSULTANT by the utility provider or the CITY for inclusion into the Roadway Plans for this project. The CONSULTANT will be responsible for coordinating with all utility providers for all proposed construction elements such that utility conflicts are avoided. The utility providers will provide contract pay items, quantities and cost estimates for all contract utility items included in the plans not designed by the CONSULTANT.

All utility relocations and/or installations will be coordinated with respective utility providers.

1. Engineering Requirements and Documentation

The CONSULTANT shall appoint a qualified person who shall act as a representative for the project and their name shall be provided to the CITY and utility providers as needed to coordinate utility relocations and design. This person shall become acquainted with all the utility owners, which may be impacted by the project construction. Prior to any contacts with the Utility owners, the appointed representative shall meet with the CITY and with each utility owner to receive guidance, as may be required, to assure that all necessary coordination is accomplished in accordance with CITY procedures. The representative shall be familiar with the proposed construction in order to provide information all Utility Owners, which they may need to prepare utility relocation schedules.

The CONSULTANT shall conduct and keep minutes for distribution for all utility meetings. The CONSULTANT shall also maintain documentation relating to all conflict resolutions.

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The CONSULTANT shall maintain project files for each company, and a tracking log sheet for correspondence transmitted to each company.

The CONSULTANT shall be prepared to summarize and tabulate by station, offset, type and size of facility any additional subsurface locates required after each Utility Design meeting.

2. Coordination with Utility Companies

The CONSULTANT will be responsible for conducting a Utility Pre-Design Meeting and a Utility Design Meeting. The existing utilities shall be shown on the plan sheets, profile sheets, drainage structure, and cross-section sheets. The purpose of these meetings will be to determine the effects the project has on existing and proposed facilities. This allows the utility representatives to provide input into the development of the roadway plans.

- a. Utility Pre-Design Meeting: The CONSULTANT shall conduct a meeting with all affected Utility Owners to discuss the utility information collected during the design survey. The purpose of this meeting is to discuss the accuracy of the underground and aboveground utility survey. The CONSULTANT may request additional surveys after this meeting. Upon conclusion of all utility location information within the plans, the CONSULTANT shall provide a complete set of plans to each utility owner having facilities located within the project limits.
- b. Utility Design Review Meeting: The CONSULTANT shall conduct a Utility Design Review Meeting with all affected Utility Owners approximately one (1) month following the 60% plan review. The CONSULTANT shall be prepared to discuss drainage, traffic signalization, maintenance of traffic, etc., to the extent that they may have an effect on existing or proposed utility facilities. The intent of this meeting shall be to resolve all conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details.
- c. The CONSULTANT shall submit to all Utility Owners the necessary set of plans for utility coordination and be prepared to provide the project CADD files in electronic format to each Utility Owner upon their request.
- d. The CONSULTANT shall, prior to and during design, obtain all available data from the Utility Owners that may be needed to determine the actual location and depth of all underground utilities.

3. Prepare Utility Adjustment Plans

The CONSULTANT shall prepare complete utility adjustments plans prior to the 90% submittal. Upon completion of these plans, the CONSULTANT shall send one (1) complete set of plans to each utility owner and the CITY.

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4. Prepare Utility Relocation Schedule  
The utility owners shall prepare utility relocation schedules. The CONSULTANT shall coordinate with each utility owner during this process and provide assistance as required.
5. Prepare Utility Relocation Agreements  
Utility Relocation Agreements shall be prepared by the CITY or by each utility owner as appropriate.

**I. Environmental Services/Permits**

Stormwater Pollution Prevention Plan - The CONSULTANT shall prepare a project specific Stormwater Pollution Prevention Plan (SWPPP), details of which shall be included in the plans. In addition, a narrative of the SWPPP shall be submitted with the 60% design plans and subsequent submittals. The CONSULTANT shall obtain required EPA permit for stormwater management.

**SECTION II. SIGNING AND PAVEMENT MARKINGS**

The CONSULTANT shall prepare plan sheets, notes, and details to include the following: Key Sheet, Tabulation of Quantities sheet(s), General Note sheet(s), Plan Sheet(s), Guide Sign Detail sheet(s), Sign Cross Section and Layout sheet(s), Special Marking Detail sheet(s), Metal/Concrete Pole detail(s), and Service Point detail(s).

The CONSULTANT shall complete the design of all guide signs required for the project. Prior to preparing Guide Sign Worksheets, the CONSULTANT shall discuss the location, letter size and messages for all guide signs with the CITY. In addition, the CONSULTANT shall be responsible for determining the column size for all multi-post signs and present this information in the plans.

The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the NMDOT Standard Specifications, Supplemental Specifications or Recurring Special Provisions.

**SECTION III. LIGHTING PLANS**

Before any initial design work is begun, the CONSULTANT shall meet with the CITY. At the meeting, all areas involving lighting shall be discussed. All lighting design criteria and aspects that are related to CITY and MPO roadway and pedestrian level lighting requirements shall be addressed. For example, illumination levels, lighting design alternatives and limits, the processing of lighting shop drawings, and information regarding fixtures and bases. FEUS will provide the basic design requirements (location and type) to the CONSULTANT based on the

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MPO requirements. The CONSULTANT shall perform the calculations and provide the final plans and specifications for the lighting design.

**SECTION IV. STREETSCAPE PLANS**

The CONSULTANT shall prepare the contract plan sheets, notes and details to include the following: Tabulation of Quantities sheet(s), Landscape Plan sheet(s), Irrigation Plan and Detail sheet(s), and Landscape Detail sheet(s). All landscape plans shall include all existing and proposed utility locations, all existing billboard locations and associated viewing zone(s), all roadway signs and associated viewing angles, and clear zone/horizontal clearance delineations. All plans shall be prepared in accordance with CITY requirements and MPO guidelines and the approved product list from FEUS for street lighting and MPO guidelines (black painted light poles).

Prior to beginning the development of any landscape plans, the CONSULTANT shall discuss the overall landscape/streetscape concept with the CITY. Discussion shall include the expected types of plant materials, irrigation requirements and maintenance efforts expected.

Landscape designs, details and plans will be required for the following general locations:

- Stormwater Management Facilities
- Borders adjacent to sidewalks

The CONSULTANT shall provide Technical Special Provisions for all items of work not covered under NMDOT Standard Specifications or CITY Specifications.

**SECTION V. PUBLIC INVOLVEMENT**

The following activities are anticipated:

**CITY 60% Plans Review**

The CONSULTANT shall provide exhibits and a brief presentation to a CITY designated design committee illustrating the proposed improvements, benefits and design standards employed.

**CITY 90% Plans Review**

The CONSULTANT shall provide exhibits and a brief presentation to the CITY designated design committee noting changes in the proposed design plans and how comments provided during the 60% review were deposited.

**Final Design Public Meeting**

A Public Meeting is anticipated to occur in conjunction with the submission of the 90% design plans to provide for public review and comment on any changes that may have occurred as a result of design activities in the project. The general requirements for the public involvement

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program will remain unchanged from requirements outlined in the Phase 1, Corridor Study, scope of services.

**Unscheduled Agency Meetings**

A total of three (3) meetings are anticipated as part of this phase of work.

**Web Site**

The CONSULTANT shall provide continuing support to the CITY for the maintenance and updating of the project web site when requested. This information will be limited to providing exhibits for the purpose of posting on the web site as part of this phase of work.

**SECTION VI. DESIGN/RIGHT-OF-WAY SURVEY**

The Design Survey will be the responsibility of the CONSULTANT based on the selected transportation improvement. The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit to the CITY all survey notes and computations to document the surveys.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse or parallel offset.

**Survey Services**

The following items shall be verified using the 30% design plans for each. If additional or missing information is recorded the CONSULTANT shall obtain such information as described below.

1. Horizontal Project Network Control (HPNC)

Establish or recover HPNC, for the purpose of establishing horizontal control on the New Mexico State Plane Coordinate System based on prior survey control work done by this office for this project; may include primary or secondary control points. Includes analysis and processing of all field collected data.

2. Vertical Project Network Control (VPNC) on NGVD88

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Establish or recover VPNC, for the purpose of establishing vertical control on NGVD88; may include primary or secondary vertical control points; including analysis and processing of all field collected data.

3. Alignment and/or Existing Right of Way Lines

Establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines per DEPARTMENT R/W Maps, platted or dedicated CITY rights of way.

4. Aerial Targets

Not applicable.

5. Reference Points

Reference HPNC points, project alignment, and VCNP points.

6. Digital Terrain Model DTM/3D on NGVD88

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

All above grade improvements within the project limits will be located and identified. This will include all visible improvements within the additional 20 feet outside of the existing Right-of-Way lines defined above. Cross streets and driveways shall be located 50 feet outside existing right-of-way lines. This task will include all parking lots, driveway entrances, fences, signage and other visible improvements.

7. Topography (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

A topographic and above grade improvement survey will be performed within the limits of the project 50 feet outside existing right-of-way lines along the side streets of the project roadways.

8. Roadway Cross Sections/Profiles

Perform field survey checks to verify the accuracy of the digital terrain model. Includes analysis and processing of all field-collected data for comparison with DTM.

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Roadway cross-sections will be performed at a maximum of 100-foot intervals. In the area of visible vertical points of intersections (VPI), cross-sections will be performed on 50-foot intervals. For the safety of the Public and staff, the pavement spot elevations (lane striping) within the driving lanes of the major roadways will be performed using prism less Total Station. When possible, spot elevations will be measured conventionally to insure a high level of accuracy in these elevations. This task will also include all pavement markings.

9. Side Street Surveys

Cross sections will be taken at side roads and driveways to determine existing profiles.

10. Underground Utilities

Designation includes (2-dimensional) collection of existing visible utilities and selected (3-dimensional) verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final (3-dimensional) verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files. Show underground utilities based on available utility maps.

11. Outfall Survey

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of a DTM Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

12. Drainage Survey

Locate underground data at structures (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports. This effort shall include sufficient data on the existing accessible pond outfall structure and pipes to allow for an adequate design.

13. Subdivision Location

Depict all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, and common areas where they intersect existing rights-of-way in the project area. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject CITY, tie existing unrecorded subdivision to the project survey data.

14. Maintained R/W

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Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities. Also includes field edits, analysis and processing of all field collected data, preparation of reports.

15. Boundary Survey

Perform boundary survey as defined by New Mexico Minimum Technical Standards. Includes analysis and processing of all field-collected data, preparation of reports.

16. Right of Way Staking / Right of Way Line

Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

17. Right of Way Monumentation

Set R/W monumentation as depicted on final R/W maps.

18. Miscellaneous Surveys

18A. Utility Survey

This task will locate all above ground utilities and above ground indicators to underground utilities. This will include, but not be limited to, utility risers, power/utility poles and overhead wiring, gas and communication markers, water valves/meters, fire hydrants, sanitary and storm structures. All sanitary and storm drainage structures will be detailed with the pipe size, material and invert elevations. All traffic signals and visible related equipment will be located.

18E. Utility Designates

Immediately after utility companies have identified the subsurface utilities, CONSULTANT will field survey these locations. All annotations provided will be recorded and presented on the final survey map. A “draft” map of this survey will be provided to the CITY for their review prior to finalizing the survey map.

19. Supplemental Surveys

Supplemental survey days and hours are to be approved in advance by the CITY. Refer to tasks of this document, as applicable, to perform surveys not described herein. The purpose of this task is to provide a block of field and office related survey hours for the unexpected issues that always arise on a project of this magnitude. Approval of this task will prevent delays in the schedule while waiting for a change order(s). This task may not be utilized without written authorization by the CITY. All survey data obtained while performing this task will be added to the map identified above.

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20. Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

21. Field Review

Perform verification of the field conditions as related to the collected survey data.

22. Technical Meetings

Attend meetings as required and negotiated by the State of New Mexico. Three (3) meetings should be used for the purpose of estimating.

23. Quality Control/Quality Assurance

Utilize established QA/QC process. Also includes subconsultant review, response to comments and any resolution meetings, preparation of submittals for review, etc.

24. Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a New Mexico Professional Surveyor.

**SECTION VII. RIGHT-OF-WAY MAP**

The CONSULTANT shall prepare final right of way maps in accordance with NMDOT procedures and requirements once the preferred alternative has been selected and all right of way requirements have been identified by the CONSULTANT and the CITY. The right of way maps will be submitted to the NMDOT for review and approval.

The need for right-of-way acquisition will be avoided to the greatest extent possible.

Separate maps and legal descriptions will be prepared for Temporary Construction Easements. Signed and sealed maps of each TCE will be presented to the CITY for their use. All changes in geometric configuration will be considered a new TCE.

Right-of-Way acquisition will be the responsibility of the CITY. The CONSULTANT will coordinate with the CITY to provide the product required for right-of-way acquisition.

**SECTION VIII. GEOTECHNICAL**

The CONSULTANT shall be responsible for geotechnical investigations necessary to complete the roadway, traffic or drainage designs. Additionally, geotechnical investigations

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may be necessary for miscellaneous structures such as mast arms, retaining walls, temporary critical walls and other structural items necessary to complete design for the selected transportation improvement.

**SECTION IX. STRUCTURE PLANS**

No bridge or structural design plans are anticipated as part of this project. Miscellaneous minor structures for drainage, such as headwalls may exist and will be addressed as required.

**SECTION X. PROVISIONS FOR WORK**

A. Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable CITY, City of Bloomfield, TLAP, and NMDOT Standards Guidelines. The current edition, including updates, of the following References and Guidelines shall be used in the performance of this work.

1. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (USDOT)
3. NMDOT Roadway Traffic and Design Standards
4. MPO Design Policies, NMDOT Plans Preparation Manual, NMDOT Flexible Pavement Manual, NMDOT Standard Specifications, New Mexico Green Book
5. NMDOT Drainage Manual
6. NMDOT Structures Design Guidelines for Load Factor Design
7. AASHTO's "A Policy on Geometric Design of Highways and Streets"
8. NMDOT Structures Detailing Manual for Load Factor Design
9. NMDOT Structures Standard Drawings for Load Factor Design
10. New Mexico Manual on Uniform Traffic Studies (MUTS)
11. Manual on Uniform Traffic Control Devices (MUTCD)
12. AASHTO Guide for Bicycle Facilities Design

The following provisions shall apply:

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1. Surveying: All survey work shall be performed in accordance with State of New Mexico policies and requirements.
2. Roadway Improvements: All plans and design are to be prepared in accordance with the latest standards adopted by AASHTO, NMDOT and the CITY, as appropriate, and shall be accurate, legible, complete in design, and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the CITY.
2. Drainage Services: All drainage plans and designs are to be prepared in accordance with current CITY requirements, and NMDOT drainage policies.
4. Environmental Services
  - a. Stormwater and Surface Water: Environmental Resource Permit application packages shall be prepared in accordance with all applicable requirements for EPA regulations.
  - b. Dredge and Fill Permits: All applicable data shall be prepared in accordance with Section 404 of the Clean Water Act.
5. Geotechnical Services: Work shall be performed in accordance with the CITY's instructions and the NMDOT Soils and Foundations Procedure Manual #697 with all tests performed as specified in the manual using the appropriate AASHTO and ASTM standard testing methods.
6. Structure Plans: Not applicable for this project.
7. Signing and Marking Plans: All plans are to be prepared in accordance with the latest design standards and practices (Manual on Uniform Traffic Control Devices), NMDOT requirements, NMDOT Indices, and instructions issued by the CITY to the CONSULTANT, and shall be accurate, legible, complete in design and drawn to the scale as directed by the CITY and furnished in reproducible form.
8. Traffic Signal Plans: All plans are to be prepared in accordance with the latest design standards and practices adopted by the CITY and City of Bloomfield, the Manual on Uniform Traffic Control Devices, NMDOT Standard Specifications, NMDOT Indices and instructions issued by the CITY to the CONSULTANT, and shall be accurate, legible, complete in design and drawn to the scale as directed by the CITY and furnished in reproducible form.
9. Lighting Plans: FEUS AND NM GAS is responsible for all lighting plans.
10. Landscape Plans: All plans are to be prepared in accordance with NMDOT requirements, NMDOT Standard Specifications, and instructions issued by the CITY to the CONSULTANT, and shall be accurate, legible, complete in design and drawn to the scale as directed by the CITY and furnished in reproducible form.

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11. Right-of-Way Mapping: The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable NMDOT Manuals, Procedures, Handbooks, and New Mexico Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a New Mexico Professional Surveyor and Mapper (PSM) to NMDOT size and format requirements utilizing NMDOT approved software and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the CITY and NMDOT for review at stages of completion as negotiated.
12. Utilities: All work shall be in accordance with NMDOT requirements, and each respective providers practices and requirements, and instructions as issued by the CITY to the CONSULTANT, and shall be accurate, legible, complete in design, drawn to the appropriate scale and furnished in reproducible form on material acceptable to the CITY.

#### **B. Project Schedule**

Within ten (10) days after the Notice-To-Proceed, the CONSULTANT shall provide a schedule of calendar deadlines in accordance with the specified time frame for completion provided by the CITY. The schedule shall be prepared using Microsoft Project. Project schedule is anticipated to last a minimum of five (5) months from the Notice to Proceed (NTP) date that coincides with the receipt of a complete digital survey file from the CITY.

#### **C. Key Personnel**

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by the CITY.

#### **D. Progress Reporting**

The CONSULTANT shall meet with the CITY on a monthly basis and provide written progress reports that describe the work performed on each task. Progress reports shall be delivered to the CITY concurrently with the monthly invoice. The CITY Project Manager will make a judgement on whether work of sufficient quality and quantity has been accomplished by comparing the reported percentage complete against actual work accomplished.

#### **E. Meetings and Presentations**

The CONSULTANT shall attend an estimated 15 meetings, as required by the CITY for the purpose of discussing project information, meeting with stakeholders, meetings with outside agencies, etc. These meetings do not include meetings associated with Public Involvement.

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**F. Quality Control**

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation, or it may be one specifically designed for this project. A marked up set of prints from a Quality Control review will be sent in with each phase review submittal. The responsible Professional Engineer or Professional Surveyor that performed the Quality Control review will sign a statement certifying that the review was conducted.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, drawings, specifications and/or other services.

**G. Correspondence**

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

**H. Liaison Office**

Not Applicable

**I. Optional Services**

At the CITY'S option, the CONSULTANT may be requested to provide miscellaneous design services which may include expert witness testimony, plans update and post design services. The fee for these services shall be negotiated for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding additional services shall be executed at the appropriate time.

**J. Submittals**

The CONSULTANT shall provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for

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estimating purposes, and the CITY Project Manager will determine the number of copies required prior to each submittal.

Engineering Items:

- 60% Roadway Plans and Calculations
- 90% Roadway Plans and Calculations
- Cost Estimates at 60%, 90% and Final Plans Package
- 100% Roadway Plans and Calculations
- Presentation Graphics for Public Involvement Meetings
- Presentation Graphics for Small Group Meetings
- Presentation Graphics for Coordination Meetings
- Right of Way Plans and Legal Descriptions
- Signal Plans

**K. Scales**

Plans and other documents shall be developed at the scales indicated below for the project.

- |   |                   |
|---|-------------------|
| • Drainage Maps                             | 1"=200'           |
| • Plan and Profile Sheets                   | 1"=20' H; 1"=5' V |
| • Cross Section Sheets (100-foot intervals) | 1"=20' H; 1"=5' V |
| • Signing and Marking Plans                 | 1"=20'            |
| • Utility Plans                             | 1"=20'            |
| • Intersection Details                      | 1"=20'            |
| • Structures Plans                          | per NMDOT         |

**L. Limitations**

The scope of services is limited in the number of design scope changes that may result from review of engineering plans and designs. It is anticipated our recommendation as professional engineers as to the appropriate interpretation of accepted engineering standards and practices and with the limited scope of these projects. Any changes in the typical section (issues such as lane width, shoulder width, sidewalk width, bicycle lane widths, etc.) following the acceptance of these design decisions with the CITY Engineer will constitute a change in the scope of work.

**SECTION XI: MISCELLANESOUS SERVICES**

**A. Contract and Project Files**

Includes complete setup and maintenance, developing monthly progress reports, invoicing, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the CITY in a format as prescribed by the CITY and no less than ten (10) days prior to submission of the corresponding invoice. Judgment on whether work of

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sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percentage complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the CITY.

**B. Method of Compensation**

Payment for the work accomplished will be in accordance with standard CITY payment policies as outlined in the executed contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY, The CITY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY. Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided in accordance with this Scope of Services.

**C. Services To Be Performed By The CITY**

The CITY will provide those services and materials as set forth below:

- Project data currently on File.
- All future information that is in possession or may come to the CITY pertaining to development plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way
- All existing modeling available on the project will be provided by the CITY.

## B. TECHNICAL PROPOSAL LAYOUT

### 1. Organizational Experience

Offeror **must**:

- a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of professional engineering and surveying services. All technical expertise provided to private sector will also be considered.
- b) provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as engineers, surveyors, CAD personnel, and project manager's, and a percentage of time to be dedicated to this project. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses, and area of expertise.
- c) Describe at least two projects completed involving recent street design. Include how each experience improved the Offeror's services. Include if the project completed on time or how many days early/late the project was completed. Include a percentage of overage or savings on the project. Only include percentages. Examples:
  - a. Project Completed on budget: 100%,
  - b. Project with additional Change Orders: 115%  
Original Bid \$100,000, Adjust Contract Amount \$115,000 or \$15,000 in change orders
  - c. Project with cost savings: 95% (Original Bid: 100,000, Adjusted Contract Amount \$95,000)

Include the percentage of the EOPCC to the accuracy of construction cost (Fixed Fee submitted at Bid) in percentage. Only include percentages, do not include contract amounts. Examples:

- a. EOPCC: \$135,000, Bid/Contract Amount: \$115,000  
85% (i.e. Bid came in lower than estimate)

### 2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;

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- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager's name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

### **3. Method of Accomplishment**

- a) Describe your proposed procedure to be used in accomplishing the surveying requirements referenced in the detailed Scope of Work. Include information regarding right-of-way / easement surveys, topographic information, property line surveys, and utility line surveys, as well as other information you may deem necessary.
- b) Describe how key personnel will be utilized in accomplishing all engineering work and describe the engineering disciplines you feel are necessary to accomplish the work referenced in the detailed Scope of Work.
- c) Describe procedures you will use in coordinating the requirements of this project with Federal, State, and Local government authorities that may be involved in this project.
- d) Given ideal conditions, estimate the length of time you feel your company can accomplish all tasks described in the detailed Scope of Work (in months). This time should include only the time estimated by your firm in completing the requirements given a standard 40 hr. work week without regard for delays.
- e) Describe procedures you may employ in accomplishing the requirements listed in the Scope of Work should it become necessary to complete the project ahead of the proposed schedule.

## **A. BUSINESS SPECIFICATIONS**

### **1. Letter of Transmittal Form**

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person

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authorized to obligate the company. **Failure to submit a signed form will result in Offeror’s disqualification.**

**2. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

**3. Cost**

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by total cost proposal for accomplishing all requirements specified in the detailed Scope of Work.

**4. New Mexico/Native American Resident Preferences**

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

**V. EVALUATION**

**A. EVALUATION POINT SUMMARY**

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Evaluation Factors</b> <i>(Correspond to Sections IV.B and IV.C)</i>	<b>Points Available</b>
<b>B. Technical Specifications (## Total Points)</b>	<b>700</b>
B. 1. Organizational Experience	200
B. 2. Organizational References	100
B. 3. Method of Accomplishment	400
<b>C. Business Specifications (## Total Points)</b>	<b>300</b>
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Cost	300
<b>TOTAL POINTS AVAILABLE</b>	<b>1,000</b>
C.4. New Mexico / Native American Resident Preference	<b>80</b>

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C.5. New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	<b>100</b>
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Table 1: Evaluation Point Summary

## **B. EVALUATION FACTORS**

### **1. B.1 Organizational Experience (See Table 1)**

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

### **2. B.2 Organizational References (See Table 1)**

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Chief Procurement Officer and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Chief Procurement Officer and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

### **3. B.3 Method of Accomplishment**

Points will be awarded based on the responses given indicating each requested description. Offeror will be evaluated on perceived knowledge of this type of project and understanding of requirements to accomplish a successful project.

### **4. C.1 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**5. C.2 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**6. C.3 Cost**

Points will be awarded based on the total cost the Offeror proposes for completion of the tasks outlined in the detailed Scope of Work.

**7. C.7. New Mexico/Native American Resident Preferences**

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

**A. New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

**B. New Mexico/Native American Resident Veteran Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

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## APPENDIX A

### REQUEST FOR PROPOSAL

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### ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION:

\_\_\_\_\_

CONTACT NAME:

\_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Dustie Sheets

E-mail: [dsheets@bloomfieldnm.gov](mailto:dsheets@bloomfieldnm.gov)

Subject Line: RFP # 2024-001

## APPENDIX B CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled 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 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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

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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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) 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 or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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)**    **Mayor Cynthia Atencio**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

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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)



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**City of Bloomfield**

Agreement No. \_\_\_\_\_

THIS Agreement (“Agreement”) is made by and between the City of Bloomfield, **Procurement Department**, hereinafter referred to as the “Chief Procurement Officer” and **[Insert Contractor Name]**, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties.”

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP and the Contractor’s response to such document(s) are incorporated herein by reference; and]

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions.** Business Hours" means 7:00 a.m. to 5:30 p.m. Mountain Time.
  - A. "Local public body" means every political subdivision of the state and the agencies, instrumentalities, and institutions thereof.
  - B. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.
  - C. “Products and Services schedule” refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.
  - D. “RFP” means Request for Proposals as defined in statute and rule.
  - E. “We,” “us” or “our” refers to the State of New Mexico, agencies, commissions, institutions, political sub-divisions and local public bodies allowed by law to participate in the Agreement and whose accounts are created under this Agreement.
  - F. “You” and “your” refers to **(Contractor Name)**.

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2. **Scope of Work.**

The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference

3. **Compensation.**

A. **Compensation Schedule.** The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**

C. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. **Retainage.** The Procuring Agency shall retain twenty percent (20%)] of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE FINAL REQUIRED SIGNATORY. This Agreement shall begin on the date approved by the Final Required Signatory and shall end on **(DATE)** unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories

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and in accordance with the term of the request for proposals, if this contract was based on a request for proposals.

5. **Termination**

A. **Grounds.** The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. **Notice: Procuring Agency Opportunity to Cure.**

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

6. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the

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option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency 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 Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

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

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

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4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

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

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

9. **Amendment.**

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

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

10. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

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understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. **Penalties for violation of law.**

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

12. **Equal Opportunity Compliance.**

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

13. **Workers Compensation.**

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

14. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

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16. **Invalid Term or Condition.**

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

17. **Enforcement of Agreement**

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

18. **Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

19. **Notices.**

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

To the Procuring Agency:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

20. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

21. **Headings**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

22. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special

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damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

23. **Equitable Remedies.**

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

24. **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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree 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 (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

25. **Indemnification.**

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

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26. **Default and Force Majeure.**

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

27. **Assignment.**

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

28. **Subcontracting.**

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

29. **Inspection of Plant.**

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

30. **Commercial Warranty.**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. **Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

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32. **Release.**

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

33. **Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. **Contractor Personnel.**

A. **Key Personnel.** Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Contractor shall supply a resume with key personnel, if they were not included in the RFP Proposal. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. **Incorporation by Reference and Precedence.**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

37. **Inspection of Services.**

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

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THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

38. **Insurance.**

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department, or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By:  
Cynthia Atencio, Mayor  
City of Bloomfield

Date:

By:  
[Insert Contractor Name, Title]  
[Company Name]

Date:

Approved for legal sufficiency:

By:  
Ryan T. Lane, City Attorney]

Date:

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**APPENDIX D**  
**COST RESPONSE FORM**

**Cost Response Form Guidance:**

**Offeror's proposed cost should include all costs associated with completing the work identified in the detailed Scope of Work. The Offeror should include projected hours required to accomplish major tasks, as well as hourly rates charged for each employee to be used in the accomplishment of all tasks.**

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***APPENDIX E***  
***Letter of Transmittal Form***

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror’s proposal.

**RFP#: 2024-001**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED TIN#</b>	
<b>NM BTIN#</b>	

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	<b>A</b> Contractually Obligate	<b>B</b> Negotiate*	<b>C</b> Clarify/Respond to Queries*
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):**

No.  
 Yes. Identify subcontractor/s: \_\_\_\_\_

**4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)**

No.  
 Yes. Identify entity/-ies: \_\_\_\_\_

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
(Must be signed by the individual identified in item #2.A, above.)

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**APPENDIX F**

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The City of Bloomfield, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Chief Procurement Officer by May 2, 2024, 3:00pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

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**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

City of Bloomfield, New Mexico

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the City of Bloomfield, New Mexico via e-mail at:

Name: Dustie Sheets  
Email: [dsheets@bloomfieldnm.gov](mailto:dsheets@bloomfieldnm.gov)

Forms must be submitted no later than **May 6, 2024, 3:00pm**, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the City of Bloomfield **Chief Procurement Officer** at [dsheets@bloomfieldnm.gov](mailto:dsheets@bloomfieldnm.gov).

When contacting the Chief Procurement Officer, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	
<b>Technical environment for the project your providing a reference</b> (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

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QUESTIONS:

1. In what capacity have you worked with this vendor in the past?  
COMMENTS:

2. How would you rate this firm's knowledge and expertise?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)  
COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

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\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

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

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

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

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

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

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9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CONSULTANT ENGINEER FINAL DESIGN PLANS**

#### **BERGIN LANE IMPROVEMENT PROJECT BETWEEN WEST BROADWAY AVENUE (US 64) & WEST BLANCO BOULEVARD BLOOMFIELD, NM REFERENCES:**

**A. Referenced Specifications/Standards with Abbreviations and/or Acronyms:** Wherever the following acronyms are used in these specifications or on the drawings, they are to be construed the same as the respective expressions represented. Copies of the referenced specifications/standards referred to herein may be procured by the Contractor from the following:

<b>AASHTO</b>	<b>American Association of State Highway and Transportation Officials</b>
<b>NMDOT</b>	<b>New Mexico Department of Transportation</b>
<b>CITY</b>	<b>City of Bloomfield, New Mexico</b>
<b>USDOT</b>	<b>United States Department of Transportation</b>
<b>TLAP</b>	<b>Tribal/Local Public Agency</b>
<b>MPO</b>	<b>Metropolitan Planning Organization</b>
<b>ASTM</b>	<b>American Society for Testing and Materials</b>

**B. Other acronyms defined:**

<b>FEUS</b>	<b>City of Farmington Electric Utility Service</b>
<b>NM GAS</b>	<b>New Mexico Gas Company</b>
<b>SWPPP</b>	<b>Stormwater Pollution Prevention Plan</b>
<b>MUTCD</b>	<b>Manual on Uniform Traffic Control Devices for Streets and Highways</b>

## **SECTION I. FINAL DESIGN PLANS PACKAGE**

### **C. PURPOSE**

The purpose of this Exhibit is to describe the Scope of Work (SOW) and the responsibilities of the Engineering Firm (CONSULTANT) and the City of Bloomfield (CITY) in connection with the design and preparation of a complete set of construction plans. In 2022, the CITY contracted Souder, Miller & Associates (SMA) to develop 30% Design Drawings, the preparation of a Geotechnical Engineering Report prepared by GEOMAT, Master Drainage Report, and 30% Engineer's Estimate of Probable Construction Cost (EOPCC).

- 2. The selected CONSULTANT shall become familiar with the documents listed above and can rely upon this information to prepare a final design. The final design and following construction activities shall follow TPLA Procurement and NMDOT requirements and regulations. The Final Design Plans Package shall be reviewed with the City at 60%, 90% and 100% completion stages of design.**

Elements of work shall include, but not limited to, roadways, intersections, drainage, signing and pavement markings, lighting, utility relocation, landscaping, right-of-way maps and legal descriptions, maintenance of traffic, cost estimates, environmental permits, quantity computation, and all necessary incidental items for a complete project.

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the CITY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file on a File Transfer Protocol site. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work commissioned under this contract.

**The CONSULTANT shall prepare the Final Design Plans Package. This work shall include a complete set of plans, environmental investigation and permitting, plus any other work to meet TLPA Procurement and NMDOT requirements and regulations.**

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans.

The CITY will provide job-specific information and/or functions as outlined in this contract.

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## DESCRIPTION

The initial concepts used for the 30% design of this project are attached to this scope of work. Refinement and revision of these concepts shall be reviewed and approved by the CITY.

### B. DESIGN ANALYSIS

2. Typical Roadway Section – The Typical Roadway Section was developed in Bergin Lane Improvements 30% drawings. The CONSULTANT can rely on that information for the final design.
2. Geometrics - The CONSULTANT shall design the geometrics for the project in accordance with the classification for urban roads of the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book) as its standard for geometric design, with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, drainage features, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, and scope of work.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, cross slopes, borders, sight distance, lane transitions, features of intersections, and utility conflicts. The geometric design developed by the CONSULTANT shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or CITY standards.

3. Pavement Design – The CONSULTANT shall utilize the GEOMAT Geotechnical Engineering Report and recommendations in that report to detail final design plans and quantities.
4. Design Documentation, Computation Book and Quantities - The CONSULTANT shall maintain and submit to the CITY design notes and computations to document the design conclusions reached during the development of the Final Design Plans Package.

The design notes and computations shall be recorded on standard 8 ½ x 11” size computation sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to the standard size. The data shall be in a hardback folder for submittal to the CITY.

One copy of the design notes and computations shall be submitted to the CITY at each plan review, unless otherwise directed by the Project Manager. When the plans are submitted for each subsequent review, the design notes and computations corrected according to CITY comments shall be resubmitted. At the project completion, a final

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set of design notes and computations, signed and sealed by the CONSULTANT, shall be submitted with the record set of plans.

The design notes and calculations shall include, but not be limited to the following data:

- a. Design standards used for the project.
  - b. Geometric design calculations for horizontal alignment that is not included in the quantity computation booklet.
  - c. Vertical geometry calculations.
  - d. Drainage computations.
  - e. Earthwork calculations not included in the quantity computation booklet.
  - f. Calculations showing cost comparisons of various alternatives considered.
  - g. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
  - h. Calculations of quantities.
  - i. All permits support packages.
  - j. Design criteria and variance report.
5. Summary of Pay Items - A Summary of Pay Items shall be prepared at Interim and Final Plans phases.
  6. Technical Special Provisions - The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by NMDOT Standard Specifications, Supplemental Specifications or Recurring Special Provisions.
  7. Copy of correspondence or meeting minutes will be forwarded to the CITY within one week following the receipt/mailing of the correspondence or the date of the meeting.

**D. Drainage Analysis and Plans**

4. The CONSULTANT shall use and can rely upon the “Bergin Lane Improvement Project Master Drainage Report,” dated May 25, 2022, engineered and compiled by Souder, Miller & Associates. See Exhibit C
5. The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall be in compliance with NMDOT’s

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drainage requirements and policies and the requirements of the regulatory agencies and/or local jurisdictions. This work will include the engineering analysis necessary to design any or all of the following: cross drains, french drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, interchange drainage and stormwater management, other drainage systems and elements as required.

6. The CONSULTANT shall prepare plan sheets, notes, and details to include the following (if applicable): Drainage Map sheet(s), Drainage Structure sheet(s), Summary of Drainage Structure sheet(s), Lateral Ditch and Outfall Plan sheet(s), Lateral Ditch and Outfall Cross Section sheet(s), Retention/Detention Plan sheet(s), Pond Cross Section sheet(s), Special Drainage Detail sheet(s), and SWPPP and erosion control details.

#### **D. Roadway Plans**

The CONSULTANT shall prepare plan sheets, notes, and details to include the following: Key Map, Typical Section sheet(s) with notes, Summary of Quantities sheet(s), Plan/Profile Sheet(s), Intersection Detail sheet(s), Intersection Profile sheet(s), Back of Sidewalk Profile sheet(s), Special Profile sheet(s), Soil Data Sheet(s), Cross Section Sheet(s), Summary of Pay Items, miscellaneous construction details, alignment control and curve data, and any other detail sheets necessary to convey the intent and scope of the project for the purposes of construction. The following items are anticipated:

- Plan Type: Plan sheets at 1"=20'.
- Typical Section: Addition of turn lanes and bus turnouts.
- Access Management Classification: Small Urban (SU)
- Major Intersections/Interchanges: Bergin Lane and US 64 (Broadway Blvd), Bergin Lane and West Blanco Blvd, school entrance
- Temporary Signals: N/A
- Temporary Lighting: N/A
- Temporary Drainage: N/A
- Variations/Exceptions: N/A
- Driveway Plans and Profiles: Shall be provided.

#### **E. Traffic Control Plan**

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1. Traffic Control Analysis - The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must always be maintained.
2. Traffic Control Plans - The CONSULTANT shall prepare plan sheets, notes, and details as applicable to include the following: Typical Section sheet(s), General Notes and Construction Sequence sheet(s), Typical Detail sheet(s), Tabulation of Quantities sheet(s), Traffic Control Plan sheet(s), Signing and Pavement Marking sheet(s), Temporary Signalization sheet(s).

The CONSULTANT shall prepare additional plan sheets such as cross sections, profiles, drainage structures, retaining wall details and sheet piling as necessary for proper construction and implementation of the traffic control plan.

#### **H. Utilities**

The CONSULTANT shall identify and verify the following existing and proposed utilities, both horizontally and vertically, which may influence location and design considerations:

- Overhead – Utility (power, cable & telephone)
- Aboveground – Utility poles, fire hydrants, utility manholes and valve boxes microwave towers, irrigation ditches, etc.
- Underground water, gas, sanitary sewer, force mains, street lighting cables/conduit, power cables, telephone cables, irrigation lines, etc.

The CONSULTANT shall be responsible for coordinating all design with the affected utility companies in order to minimize utility conflicts. At a minimum, the CITY or Farmington Electric Utility Service (FEUS) or New Mexico Gas Company (NM GAS) will designate their respective existing utilities within the project limits. If other utilities are identified by the CONSULTANT, the CONSULTANT shall coordinate with such utility providers to minimize conflicts.

Each utility provider will be responsible for the design of their respective underground utilities for this project, with the exception of irrigation stub-outs and facilities. The CONSULTANT will work with a utility provider to coordinate design. These designs will be provided to the CONSULTANT by the utility provider or the CITY for inclusion into the Roadway Plans for this project. The CONSULTANT will be responsible for coordinating with all utility providers for all proposed construction elements such that utility conflicts are avoided. The utility providers will provide contract pay items, quantities and cost estimates for all contract utility items included in the plans not designed by the CONSULTANT.

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All utility relocations and/or installations will be coordinated with respective utility providers.

1. Engineering Requirements and Documentation

The CONSULTANT shall appoint a qualified person who shall act as a representative for the project and their name shall be provided to the CITY and utility providers as needed to coordinate utility relocations and design. This person shall become acquainted with all the utility owners, which may be impacted by the project construction. Prior to any contacts with the Utility owners, the appointed representative shall meet with the CITY and with each utility owner to receive guidance, as may be required, to assure that all necessary coordination is accomplished in accordance with CITY procedures. The representative shall be familiar with the proposed construction in order to provide information all Utility Owners, which they may need to prepare utility relocation schedules.

The CONSULTANT shall conduct and keep minutes for distribution for all utility meetings. The CONSULTANT shall also maintain documentation relating to all conflict resolutions.

The CONSULTANT shall maintain project files for each company, and a tracking log sheet for correspondence transmitted to each company.

The CONSULTANT shall be prepared to summarize and tabulate by station, offset, type and size of facility any additional subsurface locates required after each Utility Design meeting.

2. Coordination with Utility Companies

The CONSULTANT will be responsible for conducting a Utility Pre-Design Meeting and a Utility Design Meeting. The existing utilities shall be shown on the plan sheets, profile sheets, drainage structure, and cross-section sheets. The purpose of these meetings will be to determine the effects the project has on existing and proposed facilities. This allows the utility representatives to provide input into the development of the roadway plans.

d. Utility Pre-Design Meeting: The CONSULTANT shall conduct a meeting with all affected Utility Owners to discuss the utility information collected during the design survey. The purpose of this meeting is to discuss the accuracy of the underground and aboveground utility survey. The CONSULTANT may request additional surveys after this meeting. Upon conclusion of all utility location information within the plans, the CONSULTANT shall provide a complete set of plans to each utility owner having facilities located within the project limits.

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- e. Utility Design Review Meeting: The CONSULTANT shall conduct a Utility Design Review Meeting with all affected Utility Owners approximately one (1) month following the 60% plan review. The CONSULTANT shall be prepared to discuss drainage, traffic signalization, maintenance of traffic, etc., to the extent that they may have an effect on existing or proposed utility facilities. The intent of this meeting shall be to resolve all conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details.
  - f. The CONSULTANT shall submit to all Utility Owners the necessary set of plans for utility coordination and be prepared to provide the project CADD files in electronic format to each Utility Owner upon their request.
  - d. The CONSULTANT shall, prior to and during design, obtain all available data from the Utility Owners that may be needed to determine the actual location and depth of all underground utilities.
- 3. Prepare Utility Adjustment Plans  
The CONSULTANT shall prepare complete utility adjustments plans prior to the 90% submittal. Upon completion of these plans, the CONSULTANT shall send one (1) complete set of plans to each utility owner and the CITY.
  - 4. Prepare Utility Relocation Schedule  
The utility owners shall prepare utility relocation schedules. The CONSULTANT shall coordinate with each utility owner during this process and provide assistance as required.
  - 5. Prepare Utility Relocation Agreements  
Utility Relocation Agreements shall be prepared by the CITY or by each utility owner as appropriate.

**I. Environmental Services/Permits**

Stormwater Pollution Prevention Plan - The CONSULTANT shall prepare a project specific Stormwater Pollution Prevention Plan (SWPPP), details of which shall be included in the plans. In addition, a narrative of the SWPPP shall be submitted with the 60% design plans and subsequent submittals. The CONSULTANT shall obtain the required EPA permit for stormwater management.

**SECTION II. SIGNING AND PAVEMENT MARKINGS**

The CONSULTANT shall prepare plan sheets, notes, and details to include the following: Key Sheet, Tabulation of Quantities sheet(s), General Note sheet(s), Plan Sheet(s), Guide Sign

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Detail sheet(s), Sign Cross Section and Layout sheet(s), Special Marking Detail sheet(s), Metal/Concrete Pole detail(s), and Service Point detail(s).

The CONSULTANT shall complete the design of all guide signs required for the project. Prior to preparing Guide Sign Worksheets, the CONSULTANT shall discuss the location, letter size and messages for all guide signs with the CITY. In addition, the CONSULTANT shall be responsible for determining the column size for all multi-post signs and present this information in the plans.

The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the NMDOT Standard Specifications, Supplemental Specifications or Recurring Special Provisions.

**SECTION III. LIGHTING PLANS**

Before any initial design work is begun, the CONSULTANT shall meet with the CITY. At the meeting, all areas involving lighting shall be discussed. All lighting design criteria and aspects that are related to CITY and MPO roadway and pedestrian level lighting requirements shall be addressed. For example, illumination levels, lighting design alternatives and limits, the processing of lighting shop drawings, and information regarding fixtures and bases. FEUS will provide the basic design requirements (location and type) to the CONSULTANT based on the MPO requirements. The CONSULTANT shall perform the calculations and provide the final plans and specifications for the lighting design.

**SECTION IV. STREETSCAPE PLANS**

The CONSULTANT shall prepare the contract plan sheets, notes and details to include the following: Tabulation of Quantities sheet(s), Landscape Plan sheet(s), Irrigation Plan and Detail sheet(s), and Landscape Detail sheet(s). All landscape plans shall include all existing and proposed utility locations, all existing billboard locations and associated viewing zone(s), all roadway signs and associated viewing angles, and clear zone/horizontal clearance delineations. All plans shall be prepared in accordance with CITY requirements and MPO guidelines and the approved product list from FEUS for street lighting and MPO guidelines (black painted light poles).

Prior to beginning the development of any landscape plans, the CONSULTANT shall discuss the overall landscape/streetscape concept with the CITY. Discussion shall include the expected types of plant materials, irrigation requirements and maintenance efforts expected.

Landscape designs, details and plans will be required for the following general locations:

- Stormwater Management Facilities
- Borders adjacent to sidewalks

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The CONSULTANT shall provide Technical Special Provisions for all items of work not covered under NMDOT Standard Specifications or CITY Specifications.

**SECTION V. PUBLIC INVOLVEMENT**

The following activities are anticipated:

**CITY 60% Plans Review**

The CONSULTANT shall provide exhibits and a brief presentation to a CITY designated design committee illustrating the proposed improvements, benefits and design standards employed.

**CITY 90% Plans Review**

The CONSULTANT shall provide exhibits and a brief presentation to a CITY designated design committee noting changes in the proposed design plans and how comments provided during the 60% review were disposed.

**Final Design Public Meeting**

A Public Meeting is anticipated to occur in conjunction with the submission of the 90% design plans to provide for public review and comment on any changes that may have occurred as a result of design activities in the project. The general requirements for the public involvement program will remain unchanged from requirements outlined in the Phase 1, Corridor Study, scope of services.

**Unscheduled Agency Meetings**

A total of three (3) meetings are anticipated as part of this phase of work.

**Web Site**

The CONSULTANT shall provide continuing support to the CITY for the maintenance and updating of the project web site when requested. This information will be limited to providing exhibits for the purpose of posting on the web site as part of this phase of work.

**SECTION VI. DESIGN/RIGHT-OF-WAY SURVEY**

The Design Survey will be the responsibility of the CONSULTANT based on the selected transportation improvement. The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit to the CITY all survey notes and computations to document the surveys.

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The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The CITY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The CITY may instead require that these points be surveyed by true line, traverse or parallel offset.

### **Survey Services**

The following items shall be verified using the 30% design plans for each. If additional or missing information is recorded the CONSULTANT shall obtain such information as described below.

1. Horizontal Project Network Control (HPNC)

Establish or recover HPNC, for the purpose of establishing horizontal control on the New Mexico State Plane Coordinate System based on prior survey control work done by this office for this project; may include primary or secondary control points. Includes analysis and processing of all field collected data.

2. Vertical Project Network Control (VPNC) on NGVD88

Establish or recover VPNC, for the purpose of establishing vertical control on NGVD88; may include primary or secondary vertical control points; including analysis and processing of all field collected data.

3. Alignment and/or Existing Right of Way Lines

Establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines per DEPARTMENT R/W Maps, platted or dedicated CITY rights of way.

4. Aerial Targets

Not applicable.

5. Reference Points

Reference HPNC points, project alignment, and VCNP points.

6. Digital Terrain Model DTM/3D on NGVD88

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break

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lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

All above grade improvements within the project limits will be located and identified. This will include all visible improvements within the additional 20 feet outside of the existing Right-of-Way lines defined above. Cross streets and driveways shall be located 50 feet outside existing right-of-way lines. This task will include all parking lots, driveway entrances, fences, signage and other visible improvements.

#### 7. Topography (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

A topographic and above grade improvement survey will be performed within the limits of the project 50 feet outside existing right-of-way lines along the side streets of the project roadways.

#### 8. Roadway Cross Sections/Profiles

Perform field survey checks to verify the accuracy of the digital terrain model. Includes analysis and processing of all field-collected data for comparison with DTM.

Roadway cross-sections will be performed at a maximum of 100-foot intervals. In the area of visible vertical points of intersections (VPI), cross-sections will be performed on 50-foot intervals. For the safety of the Public and staff, the pavement spot elevations (lane striping) within the driving lanes of the major roadways will be performed using prism less Total Station. When possible, spot elevations will be measured conventionally to insure a high level of accuracy in these elevations. This task will also include all pavement markings.

#### 9. Side Street Surveys

Cross sections will be taken at side roads and driveways to determine existing profiles.

#### 10. Underground Utilities

Designation includes (2-dimensional) collection of existing visible utilities and selected (3-dimensional) verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final (3-dimensional) verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files. Show underground utilities based on available utility maps.

#### 11. Outfall Survey

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Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of a DTM Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

12. Drainage Survey

Locate underground data at structures (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports. This effort shall include sufficient data on the existing accessible pond outfall structure and pipes to allow for an adequate design.

13. Subdivision Location

Depict all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, and common areas where they intersect existing rights-of-way in the project area. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject CITY, tie existing unrecorded subdivision to the project survey data.

14. Maintained R/W

Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities. Also includes field edits, analysis and processing of all field collected data, preparation of reports.

15. Boundary Survey

Perform boundary survey as defined by New Mexico Minimum Technical Standards. Includes analysis and processing of all field-collected data, preparation of reports.

16. Right of Way Staking / Right of Way Line

Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

17. Right of Way Monumentation

Set R/W monumentation as depicted on final R/W maps.

18. Miscellaneous Surveys

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18A. Utility Survey

This task will field locate all above ground utilities and above ground indicators to underground utilities. This will include, but not be limited to, utility risers, power/utility poles and overhead wiring, gas and communication markers, water valves/meters, fire hydrants, sanitary and storm structures. All sanitary and storm drainage structures will be detailed with the pipe size, material and invert elevations. All traffic signals and visible related equipment will be located.

18E. Utility Designates

Immediately after utility companies have identified the subsurface utilities, CONSULTANT will field survey these locations. All annotations provided will be recorded and presented on the final survey map. A “draft” map of this survey will be provided to the CITY for their review prior to finalizing the survey map.

19. Supplemental Surveys

Supplemental survey days and hours are to be approved in advance by the CITY. Refer to tasks of this document, as applicable, to perform surveys not described herein. The purpose of this task is to provide a block of field and office related survey hours for the unexpected issues that always arise on a project of this magnitude. Approval of this task will prevent delays in the schedule while waiting for a change order(s). This task may not be utilized without written authorization by the CITY. All survey data obtained while performing this task will be added to the map identified above.

20. Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

21. Field Review

Perform verification of the field conditions as related to the collected survey data.

22. Technical Meetings

Attend meetings as required and negotiated by the State of New Mexico. Three (3) meetings should be used for the purpose of estimating.

23. Quality Control/Quality Assurance

Utilize established QA/QC process. Also includes subconsultant review, response to comments and any resolution meetings, preparation of submittals for review, etc.

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24. Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a New Mexico Professional Surveyor.

**SECTION VII. RIGHT-OF-WAY MAP**

The CONSULTANT shall prepare final right of way maps in accordance with NMDOT procedures and requirements once the preferred alternative has been selected and all right of way requirements have been identified by the CONSULTANT and the CITY. The right of way maps will be submitted to the NMDOT for review and approval.

The need for right-of-way acquisition will be avoided to the greatest extent possible.

Separate maps and legal descriptions will be prepared for Temporary Construction Easements. Signed and sealed maps of each TCE will be presented to the CITY for their use. All changes in geometric configuration will be considered a new TCE.

Right-of-Way acquisition will be the responsibility of the CITY. The CONSULTANT will coordinate with the CITY to provide the product required for right-of-way acquisition.

**SECTION VIII. GEOTECHNICAL**

The CONSULTANT shall be responsible for geotechnical investigations necessary to complete the roadway, traffic or drainage designs. Additionally, geotechnical investigations may be necessary for miscellaneous structures such as mast arms, retaining walls, temporary critical walls and other structural items necessary to complete design for the selected transportation improvement.

**SECTION IX. STRUCTURE PLANS**

No bridge or structural design plans are anticipated as part of this project. Miscellaneous minor structures for drainage, such as headwalls may exist and will be addressed as required.

**SECTION X. PROVISIONS FOR WORK**

A. Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable CITY, City of Bloomfield, TLAP, and NMDOT Standards Guidelines. The current edition, including updates, of the following References and Guidelines shall be used in the performance of this work.

1. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (USDOT)

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3. NMDOT Roadway Traffic and Design Standards
4. MPO Design Policies, NMDOT Plans Preparation Manual, NMDOT Flexible Pavement Manual, NMDOT Standard Specifications, New Mexico Green Book
5. NMDOT Drainage Manual
6. NMDOT Structures Design Guidelines for Load Factor Design
7. AASHTO's "A Policy on Geometric Design of Highways and Streets"
8. NMDOT Structures Detailing Manual for Load Factor Design
9. NMDOT Structures Standard Drawings for Load Factor Design
10. New Mexico Manual on Uniform Traffic Studies (MUTS)
11. Manual on Uniform Traffic Control Devices (MUTCD)
12. AASHTO Guide for Bicycle Facilities Design

The following provisions shall apply:

3. Surveying: All survey work shall be performed in accordance with State of New Mexico policies and requirements.
2. Roadway Improvements: All plans and design are to be prepared in accordance with the latest standards adopted by AASHTO, NMDOT and the CITY, as appropriate, and shall be accurate, legible, complete in design, and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the CITY.
4. Drainage Services: All drainage plans and designs are to be prepared in accordance with current CITY requirements, and NMDOT drainage policies.
4. Environmental Services
  - a. Stormwater and Surface Water: Environmental Resource Permit application packages shall be prepared in accordance with all applicable requirements for EPA regulations.
  - b. Dredge and Fill Permits: All applicable data shall be prepared in accordance with Section 404 of the Clean Water Act.
5. Geotechnical Services: Work shall be performed in accordance with the CITY's instructions and the NMDOT Soils and Foundations Procedure Manual #697 with all tests

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performed as specified in the manual using the appropriate AASHTO and ASTM standard testing methods.

6. Structure Plans: Not applicable for this project.
7. Signing and Marking Plans: All plans are to be prepared in accordance with the latest design standards and practices (Manual on Uniform Traffic Control Devices), NMDOT requirements, NMDOT Indices, and instructions issued by the CITY to the CONSULTANT, and shall be accurate, legible, complete in design and drawn to the scale as directed by the CITY and furnished in reproducible form.
8. Traffic Signal Plans: All plans are to be prepared in accordance with the latest design standards and practices adopted by the CITY and City of Bloomfield, the Manual on Uniform Traffic Control Devices, NMDOT Standard Specifications, NMDOT Indices and instructions issued by the CITY to the CONSULTANT, and shall be accurate, legible, complete in design and drawn to the scale as directed by the CITY and furnished in reproducible form.
9. Lighting Plans: FEUS AND NM GAS is responsible for all lighting plans.
10. Landscape Plans: All plans are to be prepared in accordance with NMDOT requirements, NMDOT Standard Specifications, and instructions issued by the CITY to the CONSULTANT, and shall be accurate, legible, complete in design and drawn to the scale as directed by the CITY and furnished in reproducible form.
11. Right-of-Way Mapping: The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable NMDOT Manuals, Procedures, Handbooks, and New Mexico Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a New Mexico Professional Surveyor and Mapper (PSM) to NMDOT size and format requirements utilizing NMDOT approved software and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the CITY and NMDOT for review at stages of completion as negotiated.
12. Utilities: All work shall be in accordance with NMDOT requirements, and each respective providers practices and requirements, and instructions as issued by the CITY to the CONSULTANT, and shall be accurate, legible, complete in design, drawn to the appropriate scale and furnished in reproducible form on material acceptable to the CITY.

**B. Project Schedule**

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Within ten (10) days after the Notice-To-Proceed, the CONSULTANT shall provide a schedule of calendar deadlines in accordance with the specified time frame for completion provided by the CITY. The schedule shall be prepared using Microsoft Project. Project schedule is anticipated to last a minimum of five (5) months from the Notice to Proceed (NTP) date that coincides with the receipt of a complete digital survey file from the CITY.

**C. Key Personnel**

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CITY.

**D. Progress Reporting**

The CONSULTANT shall meet with the CITY on a monthly basis and provide written progress reports that describe the work performed on each task. Progress reports shall be delivered to the CITY concurrently with the monthly invoice. The CITY Project Manager will make a judgement on whether work of sufficient quality and quantity has been accomplished by comparing the reported percentage complete against actual work accomplished.

**E. Meetings and Presentations**

The CONSULTANT shall attend an estimated 15 meetings, as required by the CITY for the purpose of discussing project information, meeting with stakeholders, meetings with outside agencies, etc. These meetings do not include meetings associated with Public Involvement.

**F. Quality Control**

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation, or it may be one specifically designed for this project. A marked up set of prints from a Quality Control review will be sent in with each phase review submittal. The responsible Professional Engineer or Professional Surveyor that performed the Quality Control review will sign a statement certifying that the review was conducted.

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The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, drawings, specifications and/or other services.

**G. Correspondence**

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the CITY for their records within one (1) week of the receipt or mailing of said correspondence.

**H. Liaison Office**

Not Applicable

**I. Optional Services**

At the CITY'S option, the CONSULTANT may be requested to provide miscellaneous design services which may include expert witness testimony, plans update and post design services. The fee for these services shall be negotiated for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding additional services shall be executed at the appropriate time.

**J. Submittals**

The CONSULTANT shall provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for

estimating purposes, and the CITY Project Manager will determine the number of copies required prior to each submittal.

Engineering Items:

- 60% Roadway Plans and Calculations
- 90% Roadway Plans and Calculations
- Cost Estimates at 60%, 90% and Final Plans Package
- 100% Roadway Plans and Calculations
- Presentation Graphics for Public Involvement Meetings
- Presentation Graphics for Small Group Meetings
- Presentation Graphics for Coordination Meetings
- Right of Way Plans and Legal Descriptions
- Signal Plans

**K. Scales**

Plans and other documents shall be developed at the scales indicated below for the project.

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- Drainage Maps 1"=200'
- Plan and Profile Sheets 1"=20' H; 1"=5' V
- Cross Section Sheets (100-foot intervals) 1"=20' H; 1"=5' V
- Signing and Marking Plans 1"=20'
- Utility Plans 1"=20'
- Intersection Details 1"=20'
- Structures Plans per NMDOT

**L. Limitations**

The scope of services is limited in the number of design scope changes that may result from review of engineering plans and designs. It is anticipated our recommendation as professional engineers as to the appropriate interpretation of accepted engineering standards and practices and with the limited scope of these projects. Any changes in the typical section (issues such as lane width, shoulder width, sidewalk width, bicycle lane widths, etc.) following the acceptance of these design decisions with the CITY Engineer will constitute a change in the scope of work.

**SECTION XI: MISCELLANESOUS SERVICES**

**A. Contract and Project Files**

Includes complete setup and maintenance, developing monthly progress reports, invoicing, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the CITY in a format as prescribed by the CITY and no less than ten (10) days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percentage complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the CITY.

**B. Method of Compensation**

Payment for the work accomplished will be in accordance with standard CITY payment policies as outlined in the executed contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY, The CITY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY. Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided in accordance with this Scope of Services.

**C. Services To Be Performed By The CITY**

The CITY will provide those services and materials as set forth below:

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- Project data currently on File.
- All future information that is in possession or may come to the CITY pertaining to development plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way
- All existing modeling available on the project will be provided by the CITY.