

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 662-8056

Advertised: 09/05/2021

Closing Date: 10/19/2021

Non-Mandatory Pre-Proposal Conference: Thursday, September 16, 2021

**Request for Proposals ("RFP")**

**RFP Number: 22-31**

**RFP Name: Engineering Services for NM502/Trinity Drive Safety and ADA Improvements**

**GENERAL INFORMATION**

- 1. RFP Submission Procedure Change.** Due to the current COVID-19 (coronavirus) pandemic and Public Health Emergency declaration by the New Mexico Governor, until further notice, the following procedure is in effect: Proposals in response to this Requests for Proposals (RFP), may be submitted either in paper form, in a sealed envelope, or electronically by email in PDF format. All other requirements stated in the solicitation document remain unchanged and in effect.

**Only one of the following submission methods is required:**

- 2. ELECTRONIC SUBMISSION:** Emails should be addressed to: [labid@lacnm.us](mailto:labid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – NM502/Trinity Drive Safety and ADA Improvements.**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to **Carmela Salazar, Senior Buyer** at [carmela.salazar@lacnm.us](mailto:carmela.salazar@lacnm.us) to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the [labid@lacnm.us](mailto:labid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, Tuesday, October 19, 2021** will be reviewed.

Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

- 3. PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, Tuesday, October 19, 2021** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.
- 4. Directions to Procurement office:**



1. Drive WEST on NM-502 to Los Alamos.

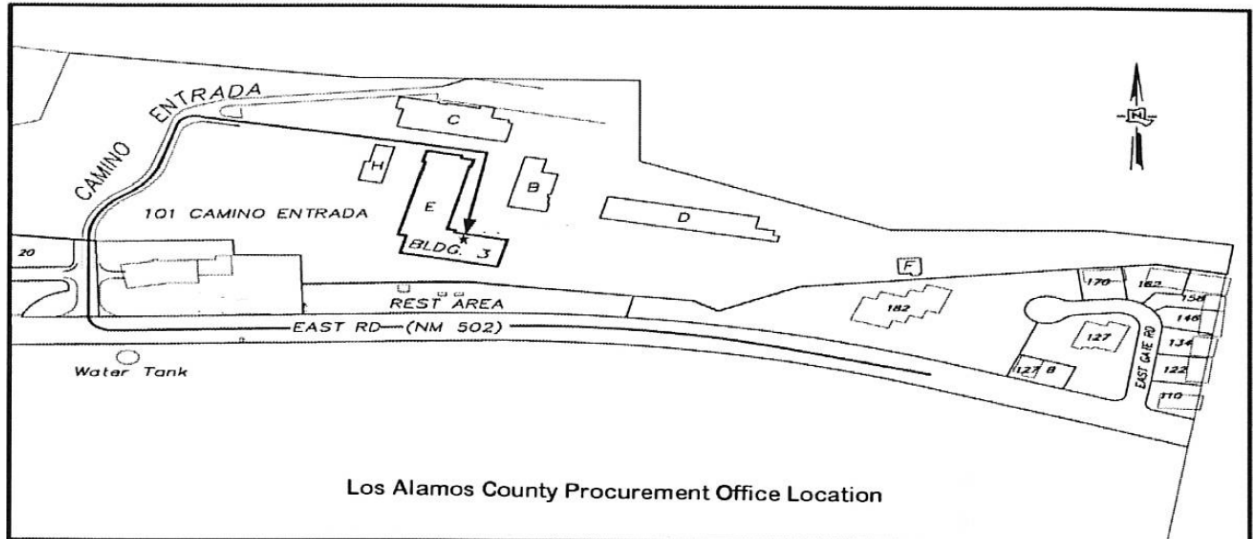
- o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.



2. Turn RIGHT on Camino Entrada.

**The County of Los Alamos is an Equal Opportunity Employer**

- Road slopes downhill and curves to the right.
- ➡ 3. Take second RIGHT in to driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
  - Follow the signs to Building 3, the L-shaped building in the center of the complex.
  - If you pass the Holiday Inn Express and the Airport, you’ve gone too far.
- 4. Enter glass door marked “PROCUREMENT.” See map below.



5. The Incorporated County of Los Alamos (“County”) invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror’s expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
11. The Chief Purchasing Officer has determined a preference is not applicable to this offer. This solicitation is funded in part by a Federal Grant administered by the State. Ref. County Code Section. 31-261(f)(3)(4) and Section 13-1-21 NMSA 1978 et al.

**12. A Non-Mandatory Pre-Proposal Conference and walk-through for any firm wishing to submit a proposal will be held at 9:30 AM MST on Thursday, September 16, 2021 at the Municipal Building, 1000 Central Avenue, Conference Room 330, Los Alamos, New Mexico 87544.**

## CONTACT INFORMATION

1. For project-specific information, contact Keith Wilson, at [keith.wilson@lacnm.us](mailto:keith.wilson@lacnm.us); (505) 663-1757.
2. For procurement process information, contact to Carmela Salazar, Senior Buyer at [carmela.salazar@lacnm.us](mailto:carmela.salazar@lacnm.us); (505) 662-8056...

## SEQUENCE OF EVENTS \*

Action		Responsible Party	Due Date
Issue of RFP		LAC Procurement Office	09/05/2021
Pre-Proposal Meeting		Project Manager	09/16/2021
Deadline to Submit Written Questions		Potential Offerors	10/14/2021
Deadline for Written Responses/Addendums		Project Manager	10/16/2021
Submission Deadline for Proposals		Potential Offerors	10/19/2021
Proposal Evaluation <sup>1</sup>		Evaluation Committee	10/26/2021
Contract Negotiation <sup>1</sup>		Project Manager/Selected Offeror	11/02/2021
Contract Award <sup>1</sup>		Project Manager/Selected Offeror	12/14/2021

<sup>1</sup> – Dates are estimates only and may be subject to change without necessitating an amendment to the RFP.

## NEED STATEMENT

Los Alamos County has been awarded Federal Highway Safety Improvement Program (HSIP) Funding under STIP Control Number 5101390 for Design, Utilities, ROW Acquisition, Construction and Construction Management of safety and ADA improvements to the 0.55 mile section of NM502/Trinity Drive from Oppenheimer Drive (MP-0.7) to Knecht Street (MP-1.25).

Los Alamos County requires Professional Licensed Engineering Services, by an Engineer properly licensed in the State of New Mexico to prepare a Phase A/B report, Environmental Documentation, ROW acquisition, Preliminary and Final Design Plans, Specifications, Estimates (PS&E) and Construction Bid Documents. To meet the construction funding deadline, the PS&E and Production Package must be completed prior to June 2023. The County may require Construction Engineering and Management Services during construction.

## BACKGROUND

The Incorporated City and County of Los Alamos ("County") is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~18,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities.

Visit the Los Alamos County website ([www.losalamosnm.us](http://www.losalamosnm.us)) and the tourism website ([www.visit.losalamos.com](http://www.visit.losalamos.com)) for more information.

This project encompasses a 0.55 mile section of NM502/Trinity Drive from Oppenheimer Drive (Milepost 0.7) to Knecht Street (Milepost 1.25) within the Los Alamos townsite (See Map 1). Los Alamos County will be project manager for this project, but close coordination will be required with the New Mexico Department of Transportation (NMDOT) North Regional Design Division and District 5 as owners of NM502/Trinity Drive.



## MAP 1 – Project Location Map



## MINIMUM FIRM QUALIFICATIONS

- a) Offerors must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. All work must be done by or under the direct supervision of Engineers and Surveyors licensed to practice in New Mexico. The County fully anticipates the selected Consultant immediately begins work on project tasks with the notice to proceed and expediently complete the design work within an approved schedule. Offerors need to demonstrate environmental sensitivity in design, knowledge of county, state, and federal environmental clearance requirements and ability to work with the public in project development.
- b) Selected Consultant will need to complete design requirements in accordance with applicable municipal, state and federal codes, laws and standards, including but not limited to those of the following: County of Los Alamos, New Mexico Department of Transportation (“NMDOT”), Federal Highway Administration (“FHWA”), American Association of State Highway and Transportation Officials (“AASHTO”), the Manual on Uniform Traffic Control Devices (“MUTCD”) and American with Disabilities Act Accessibility Guidelines (“ADAAG”).
- c) Proposals should address the Offeror’s strategy and key staff to complete project assignments and their approach to coordinate the efforts of any sub-consultants on their team.
- d) Quality Control. Consultants must provide detailed internal quality control procedures for verification of plans, quantities and cost estimates. The County will not provide an extensive review of plans, however, if the County must do so, it will back charge consultants its actual costs. Errors and omissions will be the responsibility of the selected Consultant. Consultants will not be liable for errors or omissions in County furnished data.
- e) Timely Performance. County expects the selected Consultant to adhere to the schedule and perform in a timely manner. The selected Consultant is expected to submit deliverables on or ahead of schedule. County reserves the right to assess liquidated damages stipulated in the professional services agreement for selected Consultant’s failure to meet specific, contracted, milestone dates. Milestone dates may include, but are not limited to, submission of Alignment Study, submission of Preliminary Design Report and Plans, submission of Right-of-Way Plans (if required), and submission of Bid Package including Construction Plans, Specifications and Estimates.

## SCOPE OF SERVICES (or WORK)

In February 2016, a Road Safety Audit (“RSA”) was completed for NM502/Trinity Drive between Oppenheimer Drive and 15th Street by the NMDOT in coordination with Los Alamos County as part of the Highway Safety Improvement Program. In September 2019, Los Alamos County was awarded Federal Highway Safety Improvement Program (“HSIP”) funding which is programmed under STIP Control Number 5103190 for Design and Utilities in Federal Fiscal Year (FFY) 2021 (\$480,000 and \$160,000 respectively), ROW in FFY2022 (\$200,000) and Construction and Construction Management in FFY2023 (\$3,250,000 and \$160,000 respectively). The termini (“EOP”) for this project was extended from 15th Street to Knecht Street to meet up with the termini (“BOP”) of the NM502 Roundabout and Roadway Reconstruction Project. At this time a Funding Agreement with NMDOT has been executed for the Design, Utilities and ROW portion of the project. County **anticipates awarding a contract from this RFP process by the end of December 2021. To meet the construction funding deadline, the PS&E and Production Package must be completed and approved prior to June 2023.**

NM502/Trinity Drive in this area dissects the Downtown core of the Los Alamos townsite, is functionally classified as a principal arterial, and carries between 16,300 and 12,100 AADT (2019 NMDOT Data) on the existing 5-lane cross section. This segment of NM502/Trinity Drive from Oppenheimer Drive to Knecht Street was milled and overlaid in June 2020. This project will connect with the NM502 road diet that was implemented in June 2020 between NM501/Diamond Drive and Oppenheimer Drive and the NM502 Roundabout and Roadway Reconstruction project between Knecht Street and Tewa Loop completed in July 2021.

The 2016 RSA recommended various countermeasures for improving safety within this section of NM502/Trinity Drive. The countermeasures included for consideration are a road diet, median installation



for traffic channelization and managed access, and ADA, pedestrian, bicycle, transit and motorist safety improvements such as curb ramps, buffered sidewalks, pedestrian crossings, LED roadway and pedestrian lighting, landscaping, bike lanes and bus pullouts. Please refer to the RSA Report and HSIP Steering Committee Presentation for more details (links provide below).

This project will consist of preparation of a Phase A/B Report, Environmental Documentation, ROW Acquisition, Preliminary and Final Design Plans, Specifications and Estimates and Construction Bid Documents and may include Construction Management Services. Evaluation of improvements will include, but are not limited to, the RSA Countermeasures. It is anticipated that ROW acquisition will be limited to areas where there is not sufficient existing ROW to accommodate needed landscape buffers, sidewalks and bus pullouts. The project may also require adjustments/improvements to the existing storm drain system and design of minor retaining structures. Wholesale reconstruction of this section of NM502/Trinity Drive is not anticipated in this project.

Other Los Alamos County Public Works projects in this area include the signalization of the NM502/Trinity Drive and 20th Street Intersection (Signal Warrant Analysis linked below) and a multi-use trail crossing of NM502/Trinity Drive at 20<sup>th</sup> Street that will connect the Canyon Rim Trail to the Urban Trail (Existing and Proposed Trail Map linked below). Both of these projects are in the preliminary design phases. Additionally, Los Alamos County Community Development Department is in the process of finalizing (approval scheduled for October, 2021) a Downtown Master Plan whose recommendations should be considered as part of this project. Coordination with these efforts will be required in this project.

**Project Reference Documents (Click to Download from Dropbox)**

- [Road Safety Audit Report](#), February 2016
- [NMDOT Safety Committee Presentation](#), August 2019
- [Trinity Drive/20<sup>th</sup> Street Traffic Signal Warrant Analysis](#), February 2018
- [NMDOT NM502 Traffic Count Data](#)
- [Los Alamos County Bicycle Transportation Plan](#), June 2017
- [Existing and Proposed Trail Map](#)
- [Downtown Master Plan Website](#)
- [Atomic Transit Routes and Schedules](#)

The basic tasks the selected Offeror will be expected to accomplish for this project are listed herein. Offerors shall submit a work plan, expanding in detail on the work items listed below, describing its approach to the project, along with a schedule, to indicate how the work will be accomplished. Further description of basic services is as follows:

**PHASE I – LOCATION STUDY**

1. Alignment Study
2. Environmental Investigations and Documentation
3. Property Ownership, Location Survey and Mapping
4. Coordination
5. Public Involvement

**PHASE II – PRELIMINARY & FINAL DESIGN**

1. Property Ownership Maps and ROW Services
2. Utility Designation, Location, and Mapping
3. Preliminary and Final Drainage Report
4. Geotechnical Investigations
5. Preliminary Design Plans
6. Right of Way Design
7. Final Design Plans
8. Coordination
9. Public Involvement

**PHASE III – BIDDING SERVICES**

1. Environmental Investigations and Documentation
2. Construction Bid Documents

#### **PHASE IV – CONSTRUCTION SERVICES**

1. Construction Engineering and Management
2. Public Involvement

#### **PHASE I – LOCATION STUDY**

##### **1. Alignment Study**

This task involves the development and preparation of a combined Phase A/B Alternative Analysis Report. The study shall be conducted in accordance with the latest edition of the NMDOT Location Study Procedures. A Study Team will be established to perform technical investigations, develop and implement the agency coordination and public involvement plan, and develop recommendations based on the technical analysis and public comments.

This task will include assembly, collection, and analysis of engineering, right-of-way, traffic, property ownership, drainage, and other data that will be considered in identifying the need for improvement and factors that could affect improvement alternatives. The data to be collected and analyses to be performed may include but is not limited to:

- Existing conditions consisting of geometric features and condition of the existing roadway including travel lanes, sidewalks, curb, driveways, turning lanes, signalization, access, drainage, structures, lighting, and horizontal and vertical alignment.
- Collection of traffic volume data (Intersection and segment) to support development, analysis and evaluation of alternate options.
- Evaluation of Road Safety Audit safety countermeasure recommendations.
- Research and assessment of traffic data and recommendations regarding need for turning lanes, number of turning lanes and recommended lengths and managed access treatments, etc. for signalized and non-signalized intersections/driveways.
- Drainage investigations, analyses, and recommendations for improvements.
- Identification and assessment of existing utilities.
- Assessment of available right-of-way and property ownership.
- Assessment of multimodal use. Existing bicycle, pedestrian, and transit use will be identified and evaluated.
- Assessment of land use and community conditions.
- Initial Site Assessment Update (if necessary). An Initial Site Assessment following NMDOT standards to be prepared for the project area and area adjacent to the project termini.
- Need to modify or reconstruct areas of the project in order to comply with the ADA requirements.

Through this data collection and analysis, a set of alternatives will be developed and an initial screening will be conducted (Phase A). An engineering refinement will be conducted of preferred alternatives from which a detailed evaluation will be conducted to identify a preferred alternative(s) (Phase B). The findings of this task will be summarized in a combined Phase A/B Report.

## **2. Environmental Investigations and Documentation**

Prepare environmental document that is appropriate for this project. The selected Offeror will select logical termini for addressing environmental concerns on a sufficiently broad scope. The environmental document shall be prepared in accordance with the NMDOT Location Study Procedures, FHWA Technical Advisory T 6640.8A, 23CFR Part 771 and other applicable guidelines and regulations. The environmental document shall address: the purpose of the assessment; the need for the project; project history; analysis of a range of alternatives including the no-build; impacts to the natural and human environment; appropriate mitigation measures; public involvement, and coordination with federal, state, city, and county agencies, railroad companies and other entities.

The environmental investigations must be conducted by an interdisciplinary team including qualified environmental and natural resources specialists. A qualified environmental professional will be responsible for preparation of the environmental document.

The environmental document summarizes the environmental investigations, agency coordination, and public involvement. The efforts must be commensurate with the potential for environmental impacts. Documents submitted to the County which are incomplete as determined by the Project Manager will not be reviewed. Documents that are complete shall be reviewed once and comments made to the selected Offeror. Complete documents will have a comprehensive discussion of purpose and need, alternatives as appropriate and environmental investigation as described in this RFP.

### **A. Environmental Assessment Outline**

1. Executive Summary: A brief overview of the project, process, critical issues and conclusions.
2. Project Purpose and Need: Include an explanation of the planning requirements of the FAST-Act.
3. Project Description: Include discussion of project history and alternatives considered.
4. Environmental Factors: Discuss environmental factors in proportion to the magnitude of concern. Critical issues will be treated in detail and other issues summarized and included by reference:
  - Consistency with land use plans
  - Socioeconomic issues including discussion of Title VI and environmental justice as appropriate
  - Right-of-way, land transfers, and relocations
  - Natural, scenic, and visual resources including, as appropriate, discussion of general project setting, physiography, geology, seismicity, paleontology, and natural landforms
  - Air quality including, as appropriate, discussion of Clean Air Act, National Ambient Air Quality Standards, Air Quality Control Regions, and the State Implementation Plan
  - Noise impacts including discussion of the New Mexico State Highway Commission Policy on Noise Abatement
  - Surface water quality including, as appropriate, discussion of 404 permitting, section 404(b)(1) guidelines and requirements and 401 certifications
  - Ground water quality including, as appropriate, discussion of detention/retention ponds and consultation with the New Mexico Environment Department Groundwater Bureau, Notice of Intent for a Discharge Plan
  - Wetlands including discussion of Executive Order 11990 and, as appropriate, 404 permitting and 401 certifications
  - Flood plains including discussion of Executive Order 11988
  - Wildlife resources and wilderness areas including, as appropriate, discussion of Migratory Bird Treaty Act, Wild and Scenic Rivers Act, the Wilderness Act, consultation with management and regulatory agencies, etc.
  - Threatened and endangered species including discussion of the Endangered Species Act and Section 7 consultation with the US Fish and Wildlife Service
  - Soils and vegetation including, as appropriate, discussion of the National Pollutant Discharge Elimination System, storm water pollution prevention plan, best management practices, etc.



- Farmland issues including, as appropriate, discussion of consultation with the Natural Resources Conservation Service and the Farmland Conversion Impact Rating (FCIR)
- Historic and cultural resources including discussion of the National Historic Preservation Act and consultation with the State Historic Preservation Officer
- Section 4(f) and Section 6(f) properties
- Utility adjustments
- Hazardous materials including, as appropriate, discussion of the RCRA, CERCLA, underground storage tanks, initial site assessments and other investigations consistent with the NMDOT Hazardous Material Assessment Handbook, etc. Construction impacts
- Noxious weeds
- Pedestrians, cyclists and equestrians
- Secondary and cumulative impacts
- Irreversible and irretrievable commitment of resources
- Relation between short-term use of the human environment and maintenance of long-term productivity
- Summary of environmental impacts
- Environmental commitments and mitigation measures
- Public involvement and agency coordination including discussion of the Public Involvement Plan, citizen advisory committees, cooperating agencies, etc.
- References and list of preparers

## **B. Input Synopsis**

The Input Synopsis and draft request of the Environmental Assessment shall be submitted to the County. The Input Synopsis shall contain copies of the public involvement handouts and written comments. It shall also contain the EA circulation list, responses to verbal and written comments and the public involvement summary and transcript. All studies, commitments and recommendations must be summarized and finalized (cultural resources, agency permits, etc.).

## **C. Copies**

The selected Offeror shall provide up to ten (10) bound hard copies and one (1) electronic copy of the approved EA to the County. The selected Offeror shall also produce sufficient copies of the EA and mail them for appropriate public and agency review of the document. The selected Offeror shall provide three (3) bound copies and one (1) electronic pdf file of the Input Synopsis to the County.

## **D. Environmental Investigations**

The environmental investigations will include, if appropriate, surveys and analyses in the following areas:

- Biological surveys conducted by qualified biologists including a biological survey report and biological evaluation for threatened and endangered species and, if necessary, an official Biological Assessment and Evaluation for Endangered Species Act compliance regulatory agency review and approval.
- Wetland determination and delineation including, if necessary, a Wetland Delineation Report for regulatory agency review and approval.
- Section 4(f) determination and evaluation including, if necessary, an official 4(f) Determination Report for land management agency and FHWA review and approval including avoidance options, alternative evaluations and measures to minimize harm.
- A visual impact assessment including, if necessary, a separate Visual Impact Assessment Report for County review and approval.
- A noise analysis including, if necessary, a separate Noise Analysis Report for County review and approval.

- An air quality analysis including, if necessary, a separate Air Quality Analysis Report for County review and approval.
- Other surveys, investigations, and analyses may be required as appropriate to the project.

Environmental investigations must include analyses of all issues mandated by the National Environmental Policy Act ("NEPA") as well as other state and federal environmental legislation, including Executive Orders on Wetlands, Floodplains, and Environmental Justice. The environmental investigations shall include evaluations of all appropriate alignment and typical section alternatives, including the no-build option and avoidance options. Environmental investigations will also include, as appropriate, measures to minimize harm, enhancement measures and measures to mitigate impacts. Cultural resource investigations shall include Historic Building Inventories and Tribal Consultations as required by the National Historic Preservation Act, Section 106.

The environmental investigations will include a cultural resources survey and preparation of a final report that meets all federal and state requirements. Four (4) copies of the final Cultural Resources Survey Report shall be submitted to the County. The cultural resources survey must be conducted by a qualified archaeologist.

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

***NOTE: National Environmental Protection Act ("NEPA") requirements will be determined by the selected Offeror in coordination with the County and NMDOT given Federal Funding is being utilized for this project. The selected Offeror will be required to follow the procedures under the current edition of the NMDOT T/LPA Handbook and Location Study Procedures.***

### **3. Property Ownership, Location Survey & Mapping**

Research and investigate adjacent property ownership within areas of new construction by use of County records. Selected Offeror shall provide a location survey to include location of fences, structures, and above ground utilities (i.e. manholes, pull boxes, etc.) that could conflict with proposed improvements should be identified. Use of County GIS orthophotography in conjunction with the location survey is acceptable. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor and conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors.

The selected Offeror, having obtained all the necessary records and field data, will show all pertinent survey data and information (i.e. existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric P&P sheets and shown on these sheets.

### **4. Coordination**

The selected Offeror will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. DOE/LANL, FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), County (all departments/divisions/committees as required), county, schools (ex. Los Alamos Public School) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be completed by the selected Offeror including work completed by sub-contractors working under this contract.

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

The appropriate agencies, the public and other interested groups will be contacted to ensure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The selected Offeror shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, selected Offeror shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the County and local elected officials
- Scheduling PS&E Office Review
- Writing PS&E Office Review Report

## **5. Public Involvement**

Public involvement activities will be proposed by the selected Offeror in a Public Involvement Plan (PIP). The PIP (one (1) electronic copy) will be submitted to the County for review and concurrence.

The selected Offeror shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

## **PHASE II – PRELIMINARY & FINAL DESIGN**

### **1. Preliminary Property Ownership Maps**

Provide Preliminary Property Ownership Layout Maps. These maps may be prepared using County records and GIS orthophotography in conjunction with the location survey. Maps shall be prepared at the same scale as the planimetric P&P sheets.

### **2. Utility Designation, Location, and Mapping SUE Level (A)**

#### **A. Scope of Subsurface Utility Engineering Services**

The Subsurface Utility Engineering (“SUE”) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the

proposed project limits of County proposed construction projects. The process shall include all necessary records research, field investigations (designation), potholing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on County projects. The process may also include utility relocation design and estimates. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE Offerors, who must meet the minimum requirements/standards outlined below prior to providing services.

"Accurate" shall mean 0.30 meters to 0.60 meters (1.0 to 2.0 feet), unless a more precise tolerance is specified. The selected SUE Offeror shall also designate wells and septic systems. While performing the designating activity, the selected SUE Offeror may excavate test holes, at no expense to the County, for the purpose of determining the approximate depth of the utility. Any markings on sidewalks or roadways for survey identification shall be of a temporary nature. The selected SUE Offeror shall provide the Offeror and the County with all data secured in hard copy plan sheet(s) Micro-station) format. After completion of the designating phase, the selected SUE Offeror shall consult with the Project Manager, and the Offeror to discuss the findings, potential impacts and to establish the scope of additional SUE activities.

## **B. Utility Locating**

For the purpose of this contract, "locating" shall mean to obtain exact/precise horizontal and vertical positions of utilities by excavating test holes. The test holes shall be done by vacuum excavation system and in a manner so as not to cause damage to utilities or other underground structures. This activity shall only be added in the event the design team determines this information is needed and shall be added by an amendment (if necessary) to the County/Offeror contract. This activity shall be performed prior to the 60% completion design review and only based on information secured during the designating activity and at the direction of the design team. This activity shall require the selected SUE Offeror to provide exact/precise three-dimensional plan and profile mapping, tied to County survey control, of utilities and related structures for making final design decisions. The selected SUE Offeror shall use County approved survey books to record all surveys and shall also use County monuments and benchmarks referenced in the book and control lines provided by the County. All surveying and designation of monumentation within the limits of the project shall be coordinated through and submitted to the Project Manager. All horizontal control shall be oriented to the New Mexico Grid System, and all elevations shall be based on the National Geodetic Survey ("NGS") mean sea level datum of 1988.

The survey information shall contain horizontal location and vertical elevation every 500 feet (150 meters) or as specified, and referenced to project datum at top and bottom of the utility, true elevation of existing grade over the utility at the test hole, outside diameter of utility and configuration of non-encased multi-conduit systems, utility structure material composition if ascertainable, paving thickness and type, and other pertinent information as is reasonably available from the test hole site.

References to project datum shall maintain vertical and horizontal tolerance to 2.5 centimeters (one inch), unless a more precise tolerance is specified for the specific location(s) being investigated.

## **C. Analysis, Recommendations and Design**

When the selected SUE Offeror has performed all necessary research, designating and locating services, they shall determine to what extent the proposed roadway improvements will impact the utilities and prepare a report outlining avoidance alternatives, required adjustments and/or



relocations and cost estimates to perform those relocations. This activity shall be planned and timed to occur within thirty (30) days of completion of the 60% completion design review. In certain instances, the selected SUE Offeror may be asked to prepare utility relocation design plans and specifications for inclusion into the County's contract documents.

The selected SUE Offeror shall be capable of providing relocation design for telecommunications, water, gas, electrical and sanitary sewer facilities. Experience in utility design, roadway engineering and storm drainage design are important factors. Recommendations on how to resolve conflicts with utilities during highway design will be required so as to reduce utility relocation costs.

The selected SUE Offeror shall prepare a report indicating the findings, recommendations and actions resulting from the work they performed. The report shall include, but not be limited, to a cost-benefit analysis of the Subsurface Utility Engineering process for this project, i.e., how many dollars were saved for each dollar expended. The selected SUE Offeror shall also submit a final financial tabulation for this project, including a breakdown of all costs associated with the selected SUE process on a per unit basis.

#### **D. Certification of Work**

In all cases the selected SUE Offeror must certify his/her work, and such certification shall include the signature and seal of a Professional Engineer and/or a Professional Licensed Surveyor, who is registered in the State of New Mexico.

#### **E. Manpower**

The selected SUE Offeror shall list four (4) key staff personnel. The key staff shall include:

- A Professional Engineer registered in the State of New Mexico with expertise in subsurface utility engineering;
- A Professional Land Surveyor registered in the State of New Mexico with expertise in surveying utilities;
- Qualified Geologist; and
- Project Manager/Liaison.

The selected SUE Offeror shall provide all equipment, personnel and supplies required to perform its research, designating, locating, design and other services. The selected SUE Offeror shall obtain all necessary permits from the state, city, county, or other municipal jurisdictions, to allow the company to work in existing streets, roads and right-of-way for the purpose of marking, measuring and recording of existing utilities. The selected SUE Offeror shall notify Blue Stake or One Call prior to any field work and shall be responsible for any fees incurred.

#### **F. Equipment**

The selected SUE Offeror shall list the quantity and different types of equipment that will be used for designating and locating services. This listing shall be in the technical proposal.

#### **G. Professional Liability Coverage**

The selected SUE Offeror shall have and maintain professional liability insurance that covers his/her subsurface utility operations and insurance for his/her professional services that will hold the County harmless for errors and omissions until construction of this project is complete.

#### **H. Undersigned Sub Offeror Services**

The selected SUE Offeror shall list all sub-Offerors that are expected to provide services under this contract. The Offeror shall propose and the contract shall also include a separate sum of money for undesignated sub-Offeror services that may be required for unique circumstances. Undesignated sub-contractor services that may be required for unique circumstances must be authorized in writing by County prior to performance of the services.

In addition to the requirements outlined previously, the Subsurface Utility Engineering firm selected to perform services for the County must also meet the following minimum standards:

- a) Demonstrate (list of projects and contacts) a thorough knowledge and understanding of designating, locating and data management activities. The selected SUE Offeror must have five (5) years minimum experience as a Subsurface Utility Engineering service provider.
- b) Individuals assigned by the selected SUE provider to carry out the work assignments must be well trained. The selected SUE Offeror must provide an on-going training program to the County prior to being pre-qualified and accepted as a SUE service provider by the County.
- c) Individuals assigned by the selected SUE provider to supervise daily operations on each crew must have a minimum of two (2) years SUE crew experience.
- d) The Project Manager must have previous experience in the management of two (2) or more SUE contracts, and must be available to commit sufficient time to the project.
- e) The selected SUE provider must demonstrate the capacity to pool resources and respond to the needs of the County in a timely manner.
- f) The selected SUE provider must have vacuum excavation or comparable non-destructive locating equipment capable of successfully completing the task, considering the soil conditions for the geographic region and/or the depth of existing utilities.

#### **I. Mapping and Data Management**

After identifying existing and future utility locations as requested by the County, the selected Offeror shall map utility locations onto plans and/or aerial photographs as directed by the County. The selected SUE Offeror shall also be required to provide the selected Offeror and the County all information in hard copy and electronic file or Micro-station format. All electronic files provided by the selected SUE Offeror shall ultimately be capable of successfully being merged into the County project plan and profile and cross-section sheets. The selected SUE Offeror may be required to record the locations of the utilities on a County approved form that will be used for prior rights determination. If a price proposal is requested for this activity, the selected Offeror shall propose a unit cost per activity as outlined in the rate schedule for subsurface utility mapping services. The unit cost shall include all equipment, the operator and other support personnel for each activity.

### **3. Preliminary and Final Drainage Report**

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

#### **A. Preliminary Drainage Report**

Prior to performing a preliminary drainage study, the selected Offeror shall meet with the County's Project Manager to discuss the hydrologic analysis of existing and proposed drainage structures. The Preliminary Drainage Report shall summarize the results of the preliminary drainage analysis.

The report shall include:

- Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- Discussion of soil types
- Vegetation and land use distribution
- Curve number or rational formula "C" calculations
- Time of concentration calculations
- Drainage area topographic map with existing structures inventory

- Drainage areas
- Design (50-year) and 100-year discharges and their corresponding headwater depths. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, storm water quality enhancement and meet all floodplain management criteria.
- Summary of the drainage field inspection results including County personnel (public and other local agencies) interview and drainage structure field inspection forms.
- **Construction Maintenance Easements (“CME’s”)** required to construct the structures
- Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis.
- Preliminary erosion protection and energy dissipaters design and preliminary details

For urban projects, the preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Scope Report and the Final Drainage Report. The Preliminary Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME’s and ponds needed.

Floodplain issues shall be addressed completely to assure the project follows all applicable federal, state and Los Alamos County regulations.

## **B. Final Drainage Report**

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

In preparing the Final Drainage Report, the selected Offeror shall perform, on all major structures or channels, a hydraulic analysis using the HEC-2, HECRAS or WSPRO computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Final Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Offeror shall prepare and submit a Notice of Intent (“NOI”) groundwater application, as may be required. If Section 401 and 404 applications are required, the selected Offeror shall prepare and submit the necessary applications with the approval of the County. This work shall not be done prior to the completion and approval of the environmental documentation.

For urban projects, selected Offeror shall include in the Final Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.

If the disturbed area is greater than one (1) acre, the selected Offeror shall prepare a storm water pollution prevention plan (“SWPPP”). The Offeror shall also prepare temporary erosion and sediment control plans (“TESCP”). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.

The selected Offeror shall use the NMDOT Drainage Design Manual, July 2018” or current revision and “National Pollutant Discharge Elimination System Handbook, January 1997” or current revision for methodologies in preparation of the Final Drainage Report.

### **C. Copies**

The selected Offeror shall furnish three (3) bound hard copies and one (1) electronic copy of the Preliminary and Final Drainage Reports for County Staff review and comments.

## **4. Geotechnical Investigations**

### **A. Geotechnical Services – General**

Selected Offeror may be required to provide geotechnical recommendations and a Geotechnical Report. It is anticipated that Geotechnical Investigation and Recommendations will be limited to new areas of pavement and potential new retaining walls. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment.

The County may elect that the selected Offeror provide geotechnical services as defined below:

#### **i. Geotechnical Investigation and Laboratory Testing**

Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- Project location map
- Description of the project scope
- Presentation of the field investigations
- Descriptions of the earth materials encountered during the field investigation
- Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores) Geophysical test results
- For retaining walls, one soil boring and/or rock core shall be completed every 200 feet with no less than two borings completed per wall. Borings should be taken to a depth of twice the height of the walls.
- For drainage structures, the need for borings will be determined on a site by site basis.
- Plan and profile sheets with test holes or pits shown in plan and profile views

#### **ii. Geotechnical Design Recommendations**

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

- Stabilization/densification of unsuitable embankment or native soils
- Slope stability/steepened slope design
- Mitigation of settlements
- Rock excavation and blasting requirements
- Maximum cut slope angles in soil and rock
- Suitability of foundation soils or rock to support an embankment or structure
- Shrink and swell factors of earthwork
- Groundwater affecting the project/need for cut-off trenches
- Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

#### **iii. Geotechnical Report**

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



pavement design. Three (3) bound hard copies and one (1) electronic copy of this report shall be submitted to the County in conjunction with the Preliminary Design Plans.

## **B. Geotechnical Services – Structures & Foundations**

The Offeror may be required to provide geotechnical recommendations related to any structures and submit a Foundation Report. The Foundation Report, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives.

The County may elect that the selected Offeror provide geotechnical services as defined below.

### **i. Retaining Walls**

Retaining walls shall be designed based on AASHTO and/or FHWA DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (“MSE”) walls will utilize NMDOT’s approved MSE wall manufacturers.

### **ii. Foundation Report**

The Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report may be included as a part of the Geotechnical Report.

## **5. Preliminary Design Plans**

The selected Offeror will be required to provide the following:

### **A. Preliminary Design Report**

Selected Offeror shall prepare and print up to ten (10) copies of a final Phase I report, which shall include recommendations based on the work performed in the preparation of the drainage reports and the preliminary design plans. Also included in this report will be a detailed construction cost estimate by construction type, and location. The selected Offeror should contact the County to ascertain the required numbers of copies of the Preliminary Design Report.

### **B. Preliminary Field Review**

Selected Offeror shall conduct a preliminary field review (“PFR”) after the location survey and mapping is complete. The PFR will be held to establish the preliminary scoping for the project.

### **C. Preliminary Design Plans**

Provide preliminary design plans (30% completion plans) for the project which may include: traffic signal and lighting and intersection design details, geometrics, traffic control plan, plan and profile sheets showing recommended horizontal and vertical alignment, typical sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as bridges, retaining walls, and major drainage structures and a preliminary construction cost estimate by construction type.

***Note: Project plans shall be prepared to the NMDOT’s Standards for general content and format.***

### **D. 30% Completion Design Review**

Schedule and conduct the 30% completion design review. The review shall include the preparation of the 30% completion review report. Selected Offeror may be required to submit and

distribute up to ten (10) bound sets of plans (50% reduced or 11"x17") bound hard copies and one (1) electronic copy for the review. Note, review of electronic submittals will be encouraged, unless a specific stakeholder requests a hard copy.

## **6. Right-of-Way Design**

County may require right-of-way design services. If required, a portion or all of the services listed below will be negotiated. When right-of-way design services are necessary, selected Offeror will provide right-of-way surveying, mapping, title reports, and monumentation.

### **A. Right-of-Way Surveying**

The development of the right-of-way surveying work shall be closely coordinated with County staff.

All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions, and amendments.

Prior to commencing right-of-way surveying the Offeror shall meet with the County to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required. Selected Offeror shall then submit the work-hour and fee proposal for the right-of-way surveying, right-of-way mapping and monumentation requirements to the County.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, selected Offeror shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. Some of these features may have been obtained during the location survey phase of the project but they may need to be appropriately tied to the right-of-way surveys and maps. Also, provide sufficient survey information on ties to existing or set monuments on the project.

Selected Offeror, having obtained all the necessary field data, will prepare the right-of-way survey maps and will show all pertinent survey data, existing right-of-way limits, intersecting property lines, accepted and rejected monuments, encroachments, buildings, billboard signs or structures within fifty feet of the right-of-way, etc., annotation and notes upon which future right-of-way acquisition boundaries will be electronically overlaid and computed.

### **B. Right-of-Way Mapping**

Selected Offeror shall meet with the County to review the completed right-of-way survey map. Key topics of review and discussion at this session will be confined to the methodology utilized in the determination of existing right-of-way limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting should be scheduled prior to beginning the preparation of right-of-way maps.

Selected Offeror will prepare the preliminary right-of-way maps for presentation and review at the 60% completion design review. Immediately following the review and, prior to the 90% completion design review, selected Offeror shall submit three (3) final Right-of-Way Map print sets of the final

Right-of-Way Map with one copy of all documents including legal descriptions and title reports to the County for first review. Ownership shall be shown on the right-of-way maps exactly as listed in the title reports. These final Right-of-Way Maps shall locate all parcel takes and construction maintenance easements. Temporary construction permit locations shall also be shown on the map if they are located in areas for which mapping has been developed. All temporary construction permits shall, however, be listed on the parcel block sheet of the final Right-of-Way Maps as well as shown on the plan and profile sheets. The County will not provide an extensive detail check of any of the final maps and plans. Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full responsibility of the selected Offeror. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility from selected Offeror as outlined above.

The second review prior to the 90% completion design review is primarily for the purpose of assuring that the red-lined markups of the first review set have been made and to assure that items of concern resulting from the first review are adequately addressed and communicated to selected Offeror. If alignments or other major changes occur to the Right-of-Way maps presented for the first review, the County shall be notified and may result in additional time necessary for reviews by the County.

### **C. Title Reports**

All title services work shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989 and the policies and procedures as contained in the NMDOT Right-of-Way Handbook Volume II, utilizing the forms and/or formats set out therein.

**Note:** For work-hour estimates assume ten (10) title reports will be required, each a thirty-three (33) year abstract.

### **D. Takes and Construction Maintenance Easements (CME's)**

Selected Offeror shall provide the following:

- A thirty-three (33) year certified title search on every parcel affected in the right-of-way acquisition.
- A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
- Copies of all pertinent documents described in Chain of Title (Index).
- A five (5) year tax search (or computer print-out) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.
- Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
- Work map and index identifying each parcel abstracted.
- Information on any mortgages, liens, or judgments that have been released of record does not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.

### **E. Temporary Construction Permits (TCP's)**

Selected Offeror shall provide the following:

- Provide current ownership.
- Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.

## **F. General**

Selected Offeror shall:

- Execute and submit with each title report the "Certificate of Title" form and hold the title reports in confidence and reveal the title reports or opinions only to the County unless otherwise directed in writing by the County.
- Deliver title reports to the County "satisfactorily completed" in a timely manner. Delivery of such shall be defined as (1) actual transfer of possession in the form approved by the County incorporating all required corrections and clarifications, and (2) written acceptance by County of selected Offeror's work.
- The County's acceptance or rejection of selected Offeror's work product shall be given in writing. The County shall return deficient or inadequate title reports within thirty (30) calendar days of receipt.
- The dates for the submission of title reports shall be determined at the initial meeting between the County and Offeror.
- All documents must be letter size, except for surveys and/or maps, which may be folded. All title reports must be bound securely (abstract form). All title reports submitted must be prepared by a licensed and bonded Title Company.
- Promptly correct all deficiencies and return the title reports for further review within thirty (30) calendar days from date of return.
- Be fully responsible for the accuracy of all work.

The County shall:

- Shall return to selected Offeror, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable.
- May hold a review of the title work for the purpose of further discussion of the type of title work required.
- Shall make available to selected Offeror, County records as may be available and pertinent for the purpose of the work herein described.
- May schedule and hold a review with selected Offeror and representatives of the County involved in the project as necessary.

## **G. Monumentation**

Upon assignment of a final map date by the County, selected Offeror shall prepare the preliminary monumentation mapping, field staking of right-of-way limits as defined by the final Right-of-Way Maps and Right-of-Way Certification and recordation of the final Right-of-Way Monumentation Map(s) will be required. The final monumentation maps shall meet the NMDOT's Monumentation Mapping guidelines/policies and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.

## **7. Final Design**

### **A. 60% and 90% Completion Design Plans**

Provide 60% & 90% design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, proposed right-of-way limits, storm drain system identification, drainage requirements, TЕСM plan, traffic control plan and sequence of construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures (and aesthetic details if necessary) and a construction cost estimate by construction type. Identification of areas requiring work permits, temporary



construction permits, and construction maintenance easements may also be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

**B. 60% and 90% Completion Design Review**

Schedule and conduct the 60% & 90% completion design review with appropriate County staff. Selected Offeror shall prepare the 60% & 90% completion review reports (or meeting minutes).

Project plans shall be prepared to the NMDOT's standards for general content and format, in CAD version compatible with or full convertible to the County's current AutoCAD software version. Selected Offeror shall submit three (3) half-sized bound plan set printed to scale and one (1) PDF set.

Additional sets may be requested by County. All information must be completely legible on the plan sets provided.

Selected Offeror shall provide final design plans, which may include, but are not limited to, the following:

1. General Sheets
  - Title Sheet
  - Vicinity Map
  - Project Layout Sheet
  - Index of Sheets
  - Summary of Quantities
  - General Notes and Incidental Items
  - Environmental Concerns and Mitigation Measures
2. Miscellaneous Sheets
  - Typical Sections
  - Miscellaneous Details
  - Surfacing Schedule
  - Structure Quantities
  - Miscellaneous Quantities
  - Curb and Gutter Layouts
  - Metal Barrier Layouts
  - Erosion and Sediment Control
  - Seeding and Landscaping
  - Grading
  - Visual/Aesthetic Details
3. Plan and Profiles Sheets
  - Mainline
  - Crossroads
4. Turnout Profiles
5. Bridge/Retaining Wall/Noise Wall Plans
6. Traffic Control Plans
  - Notes
  - Sequence of Construction
  - Sign Face Details
  - Traffic Control Plans
7. Signal Plans
  - Signal Warrant Analysis for at-grade intersections
  - Signal Design Plans
  - Interconnect Plans
8. Lighting Plans

- Lighting Analysis
- Lighting Plan
- 9. Permanent Signing and Striping Plans
  - Plans
  - Overhead Signs
  - Sign Face Details
- 10. Drainage Plans
  - Plan and Profile
  - Structure Sections
- 11. Earthwork Cross-Sections
- 12. Performance Specifications
  - Small projects not requiring full plans

### **C. Final Design Package**

Selected Offeror shall submit the completed final design Plans, Specifications and Estimates and all related documents to the County. The final design package may include the following:

- i. Five (5) full-size copies of final design plans (36"x 24"); signed by the County Public Works Director and County Engineer.
- ii. Five (5) half-size copies of final design plans (11"x17").
- iii. One (1) electronic copy of the final design plans.
- iv. One (1) hard copy and one (1) electronic copy of the final cost estimate.
- v. One (1) electronic copy and three (3) bound final sets of complete bidding documents, including wage rates and signed advertisements.
- vi. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings", two (2) 36" x 24" paper copy and an electronic copy on a thumb drive in AutoCAD format (current).

## **8. Coordination**

Selected Offeror will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. DOE/LANL, FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), County (all departments/divisions/committees as required), Schools (ex. Los Alamos Public Schools, UNM-Los Alamos) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be completed by selected Offeror including work completed by sub-contractors working under this contract.

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

The appropriate agencies, the public and other interested groups will be contacted to ensure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. Selected Offeror shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, selected Offeror shall be responsible for:

1. Scheduling all design reviews
2. Writing design review reports
3. Writing design team meeting reports (minutes)
4. Distributing all reports, plans and documents
5. Performing property owner interviews and documenting the interviews
6. Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
7. Providing periodic progress presentations to the County and local elected officials (i.e. Public Works Director, County Engineer, County Council, County Committees, RTPO, etc.)

## **9. Public Involvement**

Selected Offeror shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

## **PHASE III – BIDDING SERVICES**

### **1. Environmental Investigations and Documentation**

A reevaluation of the environmental document will need to be prepared and all necessary permits obtained as deemed appropriate (e.g. NPDES, 401, 404, etc.) at such time it is known construction funds are approved and or allocated for use for project bidding. Coordination and approvals with all appropriate federal, state and local agencies and authorities will be required, as necessary. Reports must be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). Selected Offeror will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports, as necessary, shall be prepared in accordance with applicable guidelines and regulations.

### **2. Construction Bid Documents**

Selected Offeror shall submit the completed final design plans, specifications and estimates and all related documents to the County of Los Alamos. The final design package may include the following:

- i. Two (2) full-size copies of final design plans (36"x 24"); signed by the County's Public Works Director, County Engineer;
- ii. TEN (10) half-size copies of final design plans (11"x17") and/or ten (10) electronic copies (CD or otherwise);
- iii. One (1) paper and electronic copy of the final cost estimate.
- iv. Ten (10) bound final sets of complete bidding documents, including wage rates and advertisements.
- v. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on Mylar prints (36" x 24"), one (1) 36" x 24" paper copy and on CD in Civil 3D/AutoCAD format (current).

## **PHASE IV – CONSTRUCTION SERVICES (IF REQUIRED)**

### **1. Construction Engineering and Management**

The County may require Construction Engineering and Management Services during construction.

The construction phase will commence with the award of the construction contract and continues until the one-year warranty inspection and report is submitted by selected Offeror and approved by the County. Selected Offeror shall be the representative of the County during the construction phase and shall advise and consult with the County Project Manager regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions and requested by the County will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.

Selected Offeror shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications and the NMDOT T/LPA handbook:

1. Preconstruction meeting with the Construction Contractor, Owner, Utilities;
2. Daily construction observation, oversight, inspection and daily diary entry;
3. Construction management basic services including:
  - a. Construction Engineering Technical Support;
  - b. Review of Construction Contractor material submittals and shop drawings;
  - c. General project review and response to Construction Contractor's requests for information and clarification;
  - d. Change order review and preparation;
  - e. Claims review, documentation, and correspondence;
  - f. Provide As-Constructed Quantities;
  - g. Receive, review and approve progress payments (to be forwarded to the County);
  - h. Preparation and authorization of field inspections and punch lists;
  - i. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on Mylar prints (36"x 24) and on CD in AutoCAD format (version 2000 or more current);
  - j. Inspection Testing as described by the NMDOT for Quality Assurance or Independent Assurance; and
  - k. One-year warranty inspection and report

## **2. Public Involvement**

The County may require Public Involvement Services during construction. If required, a portion or all the services listed below will be negotiated and added by an amendment to the original contract.

Selected Offeror shall be responsible for the implementation and cost of all public information coordination which may include, but is not limited to, providing construction updates and schedules through a project website and media (television, radio and newspaper) press releases and responding to agency and public concerns and comments. Attendance to periodic (most likely weekly) project meetings between the construction contractor, County personnel and other agencies will be required to obtain schedules and notify the public, property owners, businesses, emergency response, transit and other transportation users of road, lane or access closures, detours and other construction activities that may impact traffic. It is essential the selected Offeror maintain on-going communication with project construction personnel to ensure accurate dissemination of construction related activities to the public.

## **PROPOSAL REVIEW AND EVALUATION**

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers. The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

## **AWARD OF SOLICITATION**

Following award of the solicitation by County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit "A." Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

## **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

## **ILLEGAL ACTS**

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

## **CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "B," and submit with the proposal. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

A Campaign Contribution Disclosure Form is attached as Exhibit "C." The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

## **VERIFICATION OF AUTHORIZED OFFEROR**

A Verification of Authorized Offeror Form is attached as Exhibit "D." The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

## **PROPOSAL FORMAT:**

For uniformity of review and evaluation of proposals, use the following format in preparing your proposal:

1. Letter of Transmittal, followed by the Table of Contents
2. Organizational Information
3. Organizational Experience
4. Organizational Past Performance/References
5. Project Team Experience and Qualifications
6. Project Plan
7. Familiarity with Site Location
8. Work Hour Estimate
9. Professional Fee Estimate/Proposal
10. Certification regarding Debarment, Suspension, and Other responsibility matters – primary covered transactions (Exhibit B)
11. Campaign Contribution Disclosure Form (Exhibit C)
12. Verification of Authorized Offeror (Exhibit D)
13. Conflict of Interest Statement (Exhibit G)
14. Professional Liability Insurance Certificate
15. Resumes
16. Any Additional Pertinent Information (e.g. company brochures, previous project brochures)

The proposal shall be limited to thirty (30) pages for items “3” through “8”. The smallest acceptable pitch is 12 point with nominal 1” margins and normal line spacing. Additional information, resumes, and fee proposal pages are unlimited. However, bear in mind that there is a practical limit to how much material the technical evaluation team members can review in a limited time. Label each item clearly and be sure to include a cover letter and a table of contents

## **1. Letter of Transmittal**

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

- a. identify the submitting organization;
- b. identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c. identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d. identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e. explicitly indicate acceptance of the Conditions Governing the procurement;
- f. be signed by the person authorized to contractually obligate the organization; and
- g. acknowledge receipt of any and all amendments to this RFP.

## **2. Organizational Information**

Official Name of Business

b. Types of Services provided

c. Legal Form

(1) Individual, partnership, corporation joint venture, or other.

(2) Date of establishment under current name.

(3) Former names, locations, dates.

(4) Names, titles, professional registration, addresses of firm owner, partners or officers.

(5) Categories in which firm is legally qualified to do business in New Mexico.

d. Firm Size – State the current number and type of regular full-time employees in office or facility that would be performing the work for this project. Indicate how long these employees have been with the firm.

- e. Facilities – Describe the office or facility that would be performing the work for this project. Describe field facilities and equipment available for use on this project. State the location of each.

### **3. Organizational Experience**

Offerors shall submit a statement of relevant company experience, including experience of subcontractors, if applicable. The documentation shall thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to Professional Engineering Design Services.

- a. Offerors shall include in their proposal a detailed but brief description of relevant corporate experience with city or state government and private sector. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include their expertise and familiarity with procedural and regulatory design requirements including but not limited to: the County, NMDOT, AASHTO, MUTCD and the ADAAG. Include a list of relevant projects, their completion dates in comparison to original schedule, costs vs. budget, and owner/client. Include photographs of completed relevant projects.
- b. Describe at least two (2) project successes and failures of an engineering design project. Include how each experience improved the Offeror's services.

### **4. Organizational Past Performance/References**

Offeror must provide a list of a minimum of three (3) 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;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment (i.e., Professional design services for roads, trails, underpasses/overpasses, bridges, etc.; Construction management services; Construction engineering services, etc.);
- e. Staff assigned to reference engagement that will be designated for work per this RFP; and
- f. Client project manager name, telephone number, fax number and e-mail address.

### **5. Project Team Experience and Qualifications**

Offerors must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. As required, or in the interest of best practices, contracting of sub-consultants by the Project Manager shall include, but is not limited to, the following professionals and services:

- a. Professional Engineers including Construction Observation Engineer/Manager;
- b. Landscape Architects;
- c. Architects;
- d. Professional Surveyors;
- e. Environmental Specialists;
- f. Geotechnical Services;
- g. Archaeological Services;
- h. Materials and Systems Testing Services;
- i. Hazardous Materials Testing and Abatement Services; and
- j. Specialty Design Services (irrigation).

All work must be done by or under the direct supervision of Engineers and Surveyors registered to practice in New Mexico. Further, selected Offeror shall not subcontract any portion of services to be performed under the Professional Services Contract without the prior written approval from the County.

- a. Present the organizational chart for the project team which must include a Project Manager. Attach a brief resume for each team member which for the sake of uniformity must use the following format:
  - (1) Name and Title
  - (2) Specialized Professional Competence



- (3) Current Responsibilities
- (4) Representative Project Assignments with Firm
- (5) Representative Project Assignments for Other Identified Employers
- (6) Professional Background and Education

## **6. Project Plan**

Offerors shall submit a thorough project plan as part of the proposal addressing the Scope of Work and demonstrating the Offeror's understanding of the Los Alamos County's needs and requirements.

Describe your proposed approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control. Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.

Include a milestone chart (e.g. Microsoft Project, Primavera, Critical Path or Gantt chart) showing tasks to be performed, proposed staff member designated for the completion of each task, and the time frame for completing each task (e.g. design phases, public meetings, design reviews, certification for environmental, ROW, utility, etc.)

## **7. Familiarity with Site Location**

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

## **8. Work-Hour Estimate**

A detailed work-hour (or man-hour) estimate for each design phase must be submitted for all services to be performed including supplemental services, if any. It will be used to evaluate the Offeror's level of understanding of the described project, the completeness of level of effort proposed to accomplish the design and the amount of work to be performed by the prime consultant versus sub-consultants.

This estimate should entail the hours to be dedicated for each category, which will be anticipated to complete the project. The estimate should be accurate and reasonable, as it will be the basis for the final fee negotiation. The work-hour estimate must relate directly to key tasks and phases described in your Project Plan and shall be broken down for each component of the project listed by classes of labor, i.e. Engineer, Architect, Surveyor, Technician, Drafting, Clerical, etc.

The Work-Hour Estimate Form, attached as Exhibit "E," shall be used to summarize work-hours for each phase of the project and made part of the proposal.

## **9. Professional Fee Estimate/Proposal**

The fee estimate shall be broken out to show the individual fees for the following phases:

Phase I – Study

Phase II – Preliminary & Final Design (Excluding Right-of-Way Design)

Phase III – Bidding Services

Phase IV – Construction Management (If Required)

A detailed fee estimate, or cost summary, along with the work plan and scope of work will be the basis for negotiating a final fee and scope of services. The estimated fees for each phase shall be compiled on the Cost Summary Forms, attached as Exhibit F, and submitted in a separate sealed envelope. The fee shall be lump sum and will be negotiated based upon your detailed work hours by classes of labor (i.e. Engineer, Architect, Surveyor, Technician, Draftsperson, Clerk, etc.), direct and indirect costs, profit and overhead.

Audited overhead rates shall be in compliance with the NMDOT's Policies related to the Overhead Audit Rates and Audit Thresholds found on the NMDOT Program Management [Website](#). The Offeror shall furnish the necessary documentation showing compliance with these policies along with the proposed overhead rates and will be submitted with the Cost Summary Forms in a separate envelope or if submitting electronically, a separate PDF document stating, Cost Summary Forms, or Fee Estimate/Proposal. Cost Summary and audit information must also be completed and submitted for sub agreements.

**PROPOSAL EVALUATION CRITERIA:** As described and/or demonstrated in the RFP response.

Proposals will be evaluated on the following criteria and weighted points:

<b>Evaluation Criterion</b>	<b>Weighted Value</b>	<b>Total Score</b>
<b><u>Project Understanding, Approach &amp; Detailed Work Plan</u></b> Consider the proposed Work Plan, design approach and methodology. Does the proponent have a thorough understanding of the Scope of Work? Is the project approach clear, creative and reasonable? Is the Work Plan logical, clear and detailed?	50	
<b><u>Experience, Training, &amp; Education</u></b> Consider the technical training, education, and experience of the firm and the proposed Project Team including its sub-contractors. Do their qualifications meet the specific technical needs of this project?	25	
<b><u>Past Performance</u></b> Consider the work quality (competent designs, and accurate plans), cost controls, and timelines of previous work for the County or other entity.	15	
<b><u>Knowledge of Local Conditions</u></b> Is the firm and project team familiar with local neighborhood issues, local design, and construction practices? Do they have familiarity with the project site, and environmental and regulatory requirements?	10	
<b>Total Score</b>	<b>100</b>	

Exhibit "A"  
SAMPLE SERVICES AGREEMENT  
RFP NO: 22-31

RFP Name: Engineering Services for NM502/Trinity Drive Safety and ADA Improvements

AGR22-31



**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be effective for all purposes \_\_\_\_\_, 2021.

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-31 (the "RFP") on September 5, 2021, requesting proposals for Engineering Services for NM502/Trinity Drive Safety and ADA Improvements, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated \_\_\_\_\_ ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**[FOR CONTRACTS MORE THAN \$200,000.00] -- WHEREAS**, the County Council approved this Agreement at a public meeting held on \_\_\_\_\_; and

**WHEREAS**, Contractor will provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:**

**1. Contractor Services.**

**2. Deliverables.**

**SECTION B. TERM:** The term of this Agreement shall commence \_\_\_\_\_ and shall continue through \_\_\_\_\_, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

**1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.

**2. Monthly Invoices.** Contractor shall submit itemized [monthly] invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount

payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRS levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance.** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. APPLICABLE LAW:** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

**SECTION M. INDEMNITY:** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

**SECTION N. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION O. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION P. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION Q. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or

other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

#### **SECTION R. TERMINATION:**

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION S. NOTICE:** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Project Manager

Incorporated County of Los Alamos

Address

Los Alamos, New Mexico 87544

Contractor:

**SECTION T. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

**SECTION U. NO IMPLIED WAIVERS:** The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

**SECTION V. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement will remain in effect.

**SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit "x." Contractor must submit this form with this Agreement, if applicable.

OR

**SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION Y. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

BY: \_\_\_\_\_  
**STEVEN LYNNE** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

\_\_\_\_\_, A \_\_\_\_\_ CORPORATION

BY: \_\_\_\_\_  
**DATE**



Exhibit "B"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

RFP NO: 22-31

RFP Name: Engineering Services for NM502/Trinity Drive Safety and ADA Improvements

**\*This document should be returned with RFP submittal.\***

- (1) I or We, \_\_\_\_\_ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
  - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
  - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**Exhibit "C"**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**RFP NO: 22-31**

**RFP Name: Engineering Services for NM502/Trinity Drive Safety and ADA Improvements**

**\*This document should be returned with RFP submittal.\***

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

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

The following definitions apply:

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

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

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**"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.

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; David Izraelevitz; David Reagor; James Robinson; Randal Ryti; Sara Scott; and Sean Williams.)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>		Governor _____	
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

—OR—

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**Exhibit "D"**

**VERIFICATION OF AUTHORIZED OFFEROR**

**RFP NO: 22-31**

**RFP Name: Engineering Services for NM502/Trinity Drive Safety and ADA Improvements**

**\*This document should be returned with RFP submittal.\***

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference? \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

If yes, please continue to answer the following questions and attach all requested documentation.

Are you a "resident business" as defined by NMSA 1978 §13-1-21, which means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978, but does not include a resident veteran business. \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**If yes, please attach** a valid resident business certificate issued by the NM Taxation and Revenue Department (NMTRD).

Are you a local business as defined by County Procurement Code Section 31-261, which means that the local business meets the requirements of the above definition of a "resident business," maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license. \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**If yes, please answer the following:**

Do you have a valid resident business certificate issued by NMTRD? \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**If yes, please attach.**

Do you maintain your principal office in Los Alamos County? \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

Do you maintain your place of business in Los Alamos County? \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

Do you have a Los Alamos County business license? \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**If yes, please attach.**

**Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:**

\_\_\_\_\_  
**Signature and Printed Name of Authorized Offeror** \_\_\_\_\_ **Title**

\_\_\_\_\_  
**Organization's Legal Name** \_\_\_\_\_ **State of Incorporation**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Mailing Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code**

\_\_\_\_\_  
**Physical Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code**

\_\_\_\_\_  
**Telephone No.**

\_\_\_\_\_  
**Federal Tax I.D. #** \_\_\_\_\_ **NM CRS # (if located in-state)**

\_\_\_\_\_  
**Contract Manager Printed Name, Title and Email Address**

**If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:**

- ☐ **Small Business**
- ☐ **Woman-owned Business**
- ☐ **Minority-owned Business**

**Exhibit "E"**  
**WORK-HOUR ESTIMATE SHEET**  
**RFP NO: 22-31**

**RFP Name: Engineering Services for NM502/Trinity Drive Safety and ADA Improvements**

**\*This attachment shall be returned with the RFP submittal.\***

Offeror (Company Name): \_\_\_\_\_

<b>WORK-HOUR ESTIMATES</b>		
<b>NM502/Trinity Drive Safety and ADA Improvements</b>		
<b>Activity</b>	<b>Estimated Work-hours</b>	<b>Key Personnel</b>
<b>PHASE I – LOCATION STUDY</b>		
1. Alignment Study		
2. Environmental Investigations and Documentation		
3. Property Ownership, Location Survey and Mapping		
4. Coordination		
5. Public Involvement		
<b>Total for Phase I</b>		
<b>PHASE II – PRELIMINARY &amp; FINAL DESIGN</b>		
1. Property Ownership Maps and ROW Services		
2. Utility Designation, Location, and Mapping		
3. Preliminary and Final Drainage Report		
4. Geotechnical Investigations		
5. Preliminary Design Plans		
6. Right of Way Design		
7. Final Design Plans		
8. Coordination		
<b>Total for Phase II</b>		
<b>PHASE III – BIDDING SERVICES</b>		
1. Environmental Investigations and Documentation		
2. Construction Bid Documents		
<b>Total for Phase III</b>		
<b>PHASE IV – CONSTRUCTION SERVICES</b>		
1. Construction Engineering and Management		
2. Public Involvement		
<b>Total for Phase IV</b>		
<b>TOTAL ESTIMATED WORK HOURS</b>		

Note: Work-hours are for estimating purposes only. Final hours will be negotiated if the County elects to use your services.

**Exhibit "F"**  
**PROFESSIONAL FEE ESTIMATE/PROPOSAL SHEET**  
**RFP NO: 22-31**

**RFP Name: Engineering Services for NM502/Trinity Drive Safety and ADA Improvements**

<b>ENGINEERING COST SUMMARY</b>				
<b>PART 1 - GENERAL</b>				
1. NAME OF PROJECT:			2. PROJECT #:	
3. NAME OF CONTRACTOR:			4. DATE OF PROPOSAL:	
5. ADDRESS OF CONTRACTOR:		6. TYPE OF SERVICE TO BE FURNISHED:		
		A. WORK ELEMENT:		
<b>PART 2 – COST SUMMARY</b>				
<b>BASIC SERVICES</b>				
7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
DIRECT LABOR TOTAL:				
<b>SUPPLEMENTAL SERVICES</b>				
8. SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
SUBCONTRACTOR TOTAL:				
9. TRAVEL			ESTIMATED COST	
A. Mileage:				
B. Per Diem: (Ref. LAC per diem policy)				
TRAVEL TOTAL:				
10. OTHER REIMBURSABLE COSTS			ESTIMATED COST	
OTHER REIMBURSABLE TOTAL:				
SUBTOTAL ITEMS 7-10:				
11. GROSS RECEIPTS				
12. TOTAL PRICE				
13. SIGNATURE OF PREPARER	OWNER'S REVIEW BY		TITLE	



**EXHIBIT "G"**

**RFP22-31**

**RFP Name: Engineering Services for NM502/Trinity Drive Safety and ADA Improvements**

**CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS**

*Complete, sign and return with your proposal.*

Incorporated County of Los Alamos policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of County contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Project Manager, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the County's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Project Manager and known key personnel needs to describe the conflict.

The Project Manager agrees that, if after award, an organizational conflict of interest is discovered, the Project Manager makes an immediate and full written disclosure to the County that includes a description of the action that the Project Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the County may, at its discretion, cancel the contract for the Project. If the Project Manager was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the County, the County may terminate the contract for default.

The County may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, \_\_\_\_\_, certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded RFP22-31 Engineering Services for NM502/Trinity Drive Safety and ADA Improvements. For the duration of this firm's involvement in RFP22-31 Engineering Services for NM502/Trinity Drive Safety and ADA Improvements contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the RFP22-31 Engineering Services for NM502/Trinity Drive Safety and ADA Improvements contract.

I certify that this firm will keep all RFP22-31 Engineering Services for NM502/Trinity Drive Safety and ADA Improvements information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the County of Los Alamos has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the RFP22-31 Engineering Services for

NM502/Trinity Drive Safety and ADA Improvements contract. I understand that if this firm leaves this RFP22-31 Engineering Services for NM502/Trinity Drive Safety and ADA Improvements contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the County relating to the confidentiality of the RFP22-31 Engineering Services for NM502/Trinity Drive Safety and ADA Improvements contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the County's Chief Purchasing Officer, at 505-663 1889 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the RFP22-31 Engineering Services for NM502/Trinity Drive Safety and ADA Improvements contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized

representative. Company Name:

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Authorized Representative/Title:

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Phone Number:

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Fax Number:

---

E-mail Address:

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Signature:

---

Date:

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The above information is subject to verification by the Incorporated County of Los Alamos. If the County finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.