ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 01/28/15
ITEM FROM FINANCE COMMITTEE MEETING OF 01/20/15

ISSUE:

7. Request for Approval of Procurement Under Cooperative Price Agreement – Develop Signal Timing Plan for Rodeo Road/Zia Road from Cerrillos Road to Yucca for Traffic Engineering Division; Civil Transformations, Inc. (John Romero)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of procurement under cooperative price agreement to develop signal timing plan for Rodeo Road/Zia road from Cerrillos Road to Yucca for Traffic Engineering Division with Civil Transformations, Inc. in the amount of $59,343.59. Budget is available in streets/traffic funds.

FUNDING SOURCE: 32375.572960

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	Excused		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JANUARY 12, 2015

ITEM 6

REQUEST OF APPROVAL OF PROCUREMENT WITH CIVIL TRANSFORMATIONS INC. FOR DEVELOPING A NEW SIGNAL TIMING PLAN FOR RODEO/ZIA FOR A TOTAL AMOUNT OF $59,343.59 (INCLUDES NMGRT) **(JOHN ROMERO)**

PUBLIC WORKS COMMITTEE ACTION: APPROVED

FUNDING SOURCE: 32375.572960

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	EXCUSED		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: **January 14, 2015**

TO: **Finance Committee**

FROM: **Robert Rodarte, Officer**
Purchasing Department

VIA: **Oscar S. Rodriguez, Director**
Finance Department

SUMMARY: **Procurement of Traffic Engineering Services:**
Method: NM DOT Price Agreement # U900035:
Vendor: Civil Transformations Inc.(Albuquerque):

The City Traffic engineering Division is requesting approval to use the aforementioned New Mexico Department of Transportation Price Agreement for the procurement of a traffic study models for selected areas of the City, in the total amount of $59,343.59. Civil Transformations Inc, is the authorized vendor on this New Mexico DOT Price Agreement.

The management staff at the Traffic Engineering Division have reviewed the itemized billing proposal by Civil Transformations Inc, and are recommending this procurement.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from State Price Agreements over $50,000, require City Council approval (City Purchasing Manual Section 11.1).

Funding is available in Business Unit 32375.572960 (WIP Streets/Traffic Safety).

The Traffic Engineering Division is also requesting the utilization of this agreement for future smaller traffic study projects, under the $50,000 threshold during the duration of the contract which expires April 3, 2016. Any larger projects exceeding the $50,000 threshold will be brought forward to the City Council for approval.

ACTION REQUESTED:

It is requested that this purchase award to Civil transformations Inc, from NM DOT Price Agreement # **U900035**, in the total amount of $59,343.59, be reviewed, approved and submitted to the City Council for its consideration.

Attachments:

1. Copy of Price Agreement
2. Copy of Itemized Breakdown

City of Santa Fe, New Mexico

memo

DATE: December 10, 2014

TO: Public Works Committee

VIA: Isaac J. Pino, P.E., Public Works Department Director

FROM: John Romero, Traffic Engineering Division Director

SUBJECT: **Rodeo Road Signal Timing Plan**

ISSUE:

The City's Traffic Engineering Division is looking to update the signal timing plan on Rodeo Road/Zia Road from Cerrillos Road to Yucca.

An updated signal plan involves obtaining traffic volume counts and developing a traffic model based on those counts. We have negotiated a price with Civil Transformations Inc. to perform the above mentioned work. The total price to perform the work (including NMGRT) is $59,343.59. 60% of this price ($35,958.70) pertains to obtaining traffic counts, which is fairly labor intensive.

We are looking to utilize an existing on call contract between Civil Transformations Inc. and the New Mexico Department of Transportation (NMDOT) per §11.1.A of the City's Purchasing Procedures. There are currently funds available under BU/LI 32375.572960 (Intersection Safety/WIP Design)

RECOMMENDED ACTION:

Approval of procurement with Civil Transformations Inc. for the purpose of developing a new signal timing plan for Rodeo/Zia in the amount of $59,343.59 (includes NMGRT) per the attached scope of work and utilizing the attached NMDOT Traffic Engineering Services Contract.

If you have any questions or need any more information, feel free to contact me at 955-6638. Thank you.

N:\Traffic Engineering\Traffic Engineering Section\02-Studies (City Performed)\01-Misc Studies\MS 2014\Rodeo Road Signal Timing\Contract\PW Civil Transformation 12-10-14.doc

SCOPE OF WORK
RODEO ROAD SIGNAL TIMING
JULY 21, 2014

DESCRIPTION OF PROJECT

The project consists of the development of new traffic signal timing plans for the Rodeo Road / Zia Road corridor from Cerrillos Road to Yucca Road. The following intersections are included:

1. Rodeo/Cerrillos
2. Rodeo/Zafarano
3. Rodeo/Mimbres
4. Rodeo/Richards
5. Rodeo/Paseo de los Pueblos
6. Rodeo/Avenida de las Campanas
7. Rodeo/Zia
8. Zia/Camino Carlos Rey
9. Zia/Yucca

The Engineer will collect traffic volumes, obtain City of Santa Fe (COSF) existing traffic signal timing models, and develop new timing plans for three time of day periods (AM, MID-day, and PM) as well as for three daily scenarios (Weekday, Friday, and Weekend scenarios).

SCOPE OF WORK

1.0 Data Collection.

1.1 Six-hour Turning Movement Counts

Current turning movement volumes will be collected manually for the following periods:

a. 7:00 – 9:00 a.m.
b. 11:30 a.m. – 1:30 p.m.
c. 2:00 p.m. – 4:00 p.m. (weekday & Friday only)
d. 4:00 – 6:00 p.m.

As many of the counts will be collected concurrently as possible on a Thursday, Friday, and Saturday; remaining counts will be collected on successive weeks. Two intersections (Rodeo/Cerrillos and Rodeo Richards) will require two counters due to high volumes. Classification will include cars, buses, and trucks. The data will be tabulated in 15 minute intervals with electronic count boards, processed, and exported for use in developing the timing plans. Seasonal adjustment factors will be obtained from the automatic traffic recorder (ATR) located east of Richards Ave. and applied to "normalize" the data for annual use.

1.2 Control Volume Counts

Concurrent volume counts using pneumatic road tube counters provide for control of manual counts on adjacent intersection approaches. These are useful to validate the intersection count data, help account for major mid-block access points for high traffic generators, and provide day of week adjustment factors. Two control count locations will be identified in collaboration with City staff and counters set for a two-week period.

Note: *count data from existing City system loop detectors may be used in lieu of these control counts; if suitable data is provided by the City, sub-task 1.2 will not be conducted.*

1.3 Travel Time Surveys

Travel time survey runs will be conducted during the three peak periods and for the three daily scenarios. Additional sample data will be collected for use in validating model parameters such as saturation flow rates, headways, and speeds for incorporation into the traffic models.

2.0 Timing Plan Development

The City's existing *Synchro* traffic models will be obtained from staff and current data parameters confirmed. Count data obtained in Task 1 will be input into the various time of day and scenario models. Two discreet timing plan options will be developed and field implementation assistance provided as follows:

2.1 Option 1: Minimized Delay

Timing plans for three time of day by three scenarios will be developed to minimize intersection delays for all approaches. Splits, cycle lengths, and offsets will be based on the highest performance index (PI) settings. The resulting timing plans will be summarized and tabulated for the City's review prior to implementation.

2.2 Option 2: Optimized Throughput

Timing plans for three time of day by three scenarios will be developed to maximize throughput (i.e., progressive green bands) along Rodeo Road. Intersection delays for minor approaches may consequently experience longer delays. The resulting timing plans will be summarized and tabulated for the City's review prior to implementation.

2.3 School Discharge Plans

Timing plans for one time of day by two scenarios will be developed to address timing during school discharge from 2:00 to 4:00 p.m. on a weekday and Friday. These will be run independently of the weekday and Friday PM Peak plans, but these two time periods will be compared may be merged if appropriate.

2.4 Field Implementation

A summary report will be prepared for review by City staff summarizing and tabulating the results and offering recommendations. Signal timing settings will be provided the City for programming into the signal controllers. The Engineer will subsequently observe the

implemented timing plan settings, conduct limited post-implementation travel time runs to measure average travel speeds, and offer recommendations for adjustment to City staff.

SCHEDULE

School begins the week of August 18, and at least one to two weeks should be allowed for traffic normalization. The Labor Day Holiday is Monday, September 1. In order to avoid data disruption, the data collection will commence after Labor Day. Assuming a notice to proceed (NTP) of August 1, 2014, the tasks will be conducted according to the following milestone dates:

1. Data Collection: 5 weeks (September 1 through October 4)
2. Timing Plan Development: 3 weeks (October 5 through October 24)
3. Implementation: 2 weeks (October 25 through November 7)
4. Task Close-out: 1 week (week ending November 14)

TASK ORDER FEE

The proposed fee is $55,461.30 plus NMGRT as detailed on the attached Fee Schedule.

Project Budget:
Updated Rodeo Road Signal Timing Plans

Civil Transformations Inc.
7/21/2014

Task	Project Manager	Sr. Project Engineer	Senior Technician	Technician	Admin. Assistant	SUM
1.0 DATA COLLECTION						
1.1 Turning Movement Count (6-hour)						
1.1.a 1-Counter x 7 Intersections x 3 Counts x 9 hrs/count			189			189
1.1.b 2-Counter x 2 Intersections x 3 Counts x 9 hrs/count			108			108
1.1.c 1-Counter x 10 Intersections x 2 Counts x 2 hrs/count (school discharge; incl. 1 hour overlap for switch-out)			60			60
1.1.d Tabulate Data & Summarize	8	12			33	53
1.2 Traffic Volume Count (48-hour)						
1.2.a Set Tube Counter(s) - 2 Locations x 3 times			16			16
1.2.b Tabulate Data			4			4
1.3 Travel Time Surveys						
1.3.a 1-Counter x 3 Time Periods x 3 Days (incl. 2 hrs travel) + School Discharge			80			80
1.3.b Tabulate Data		8				8
2.0 TIMING PLANS						
2.1 Minimized Delay	36					36
2.2 Optimized Throughput	36					36
2.3 School Discharge Plans (Weekday, Friday PM)	24					24
2.4 Field Implementation	30					30
Total Manhours	**134**	**20**	**457**	**0**	**33**	**644**
Fully Loaded Rate (FLR)	$122.10	$101.75	$71.23	$44.77	$36.63	
Total per Classification	$16,361	$2,035	$32,552	$0	$1,209	
Labor Total						**$52,157**

REIMBURSABLE EXPENSES	*Number*	*Miles*	*Rate*	*Total*	
Perdiem: normal	0		$85.00	$0.00	
Perdiem: Santa Fe	12		$135.00	$1,620.00	
Mileage (State Projects)	0	0	$0.410	$0.00	
Mileage (Federal Projects)	21	130	$0.550	$1,501.50	
Copies:	*No. Sets*	*No. Sheets*	*Rate*	*Total*	
8-1/2 x 11 b&w	3	200	$0.10	$20.00	
8-1/2 x 11 color	0	0	$0.60	$0.00	
11x17 b&w	3	50	$0.25	$12.50	
11x17 color	0	0	$2.00	$0.00	
24x36 bond (est. # sets x # sheets x # submittals)	0	0	$3.00	$0.00	
24x36 mylar (est. # sets x ## sheets)	0	0	$8.00	$0.00	
24x36 scans (est. # sets x ## sheets)	0	0	$2.00	$0.00	
Shipping/mail/deliveries				$0.00	
Miscellaneous (pneumatic tubes, clamps, etc.)				$150.00	
Expenses Total					**$3,304.00**

SUBCONSULTANT (Company)	**$0.00**
Project Sutotal	**$55,461.30**
New Mexico Gross Receipts Tax (7.0000%)	**$3,882.29**
PROJECT TOTAL	**$59,343.59**

Civil Transformations Inc.

Transforming Infrastructure Needs Into Sustainable Solutions

June 5, 2014

Mr. John Romero, PE
Director, Traffic Engineering Division
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

RE: NMDOT Statewide Contract for Engineering Services

Dear John:

Pursuant to our telephone conversation, Civil Transformations Inc. (CTI) currently holds a contract to perform traffic engineering services on a statewide basis with the New Mexico Department of Transportation (NMDOT). Attached please find a copy of this contract for your consideration.

We are willing to perform services for the City of Santa Fe under the terms of the attached contract and utilizing the contract labor and expense rates. Upon your request, we will prepare a scope of services and budget for any project request.

Should you have any further questions, please do not hesitate to contact me. Thank you for choosing CTI to help meet your planning and engineering needs.

Sincerely,

Timothy D. Simmons, PE, PTOE
President and Principal Engineer

Attachment: NMDOT PCN U900035 Contract

2929 Coors Blvd. NW, Suite 102F • Albuquerque, NM 87120 • Phone: 505.508.3374 • www.civiltransformations.com

Project No.: U900035
Control No.: U900035
Termini: Traffic Engineering Services
County:
NMDOT No.: 025718
Vendor No.: 0000091681

NEW MEXICO DEPARTMENT OF TRANSPORTATION
CONTRACT FOR TRAFFIC ENGINEERING SERVICES

INTRODUCTION

This Contract made and entered into this 3rd day of April, 2014, by and between the **New Mexico Department of Transportation,** hereinafter referred to as "Department," and **Civil Transformations Inc.,** hereinafter referred to as "Engineer."

RECITALS

1. Whereas, the Department desires to contract with the Engineer for engineering services required for the design and preparation of plans for the areas specified.
2. Whereas, the Engineer has expressed a willingness to perform the work as outlined in Appendix "A," and in each project specific work assignment.

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

ARTICLE I
AGREEMENT ON THE PART OF THE ENGINEER

1. The Engineer shall maintain a New Mexico office for the duration of the work called for by this Contract.
2. The Engineer agrees to perform and/or furnish the services including all labor, materials, equipment and transportation necessary for the design and preparation of plans in accordance with the terms and time frame(s) set out in Appendix "A" and each project specific work assignment.

3. After receipt of the letter of authorization to proceed from the Department, the Engineer shall commence work on the specified tasks identified by the Department in Appendix "A" and in each project specific work assignment. The completion date(s) set forth in the "Notice to Proceed" for each project specific work assignment shall be used for the purpose of assessing liquidated damages. The terms "satisfactory completion" or "satisfactorily completed" for the purpose of assessing liquidated damages under Paragraph 4 of this article, shall mean:
   a. Return in satisfactory condition all of the Department's loaned documents and materials specifically including Department's survey books and field notes which were provided by the Department; and
   b. Delivery to Department of Engineer's work product under this Contract including, but not limited to, the design plans, standard drawings, field notes and other pertinent documents. Such delivery means actual transfer of possession in the form approved by the Department incorporating all required plan corrections and clarifications.
   c. Acceptance, in writing, by the Department of the Engineer's work.
4. Should the Engineer fail to satisfactorily complete the work and services on or before the Contract completion date(s) as provided for in this Contract, liquidated damages shall be assessed and withheld from final payment, in the amount of Two Hundred Fifty Dollars ($250) per day or one-quarter of one percent per day of the Engineer's sum fee, whichever is less. If liquidated damages assessed herein exceed the amount of money due the Engineer as retainage under Article II, Paragraph 7, the Engineer shall be liable to pay the Department the amount of such excess. Provided that if the Engineer finds it impossible for reasons beyond their control to complete the work within the specified contract time, the Engineer may, 30-days prior to the applicable completion date, make a written request to the Department for an extension setting forth therein the reasons justifying the request. If the work has been delayed because of conditions beyond the control and without fault of the Engineer, the Department shall extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and affect the same as though it were the original time for completion.
5. The Engineer has total responsibility for the accuracy, completeness, and correctness of the plans and related data prepared under the terms of this Contract and shall check all material accordingly. The plans will be reviewed by the Department for conformity with Department procedures and contract terms.

Review by the Department does not include a detailed review or checking of design components and related details or the accuracy with which such designs are depicted on the plans. Review by the Department does not include a detailed review or checking of design components and related details or the accuracy with which such designs are depicted in the Engineer's reports. In the event that negligent errors or omissions are discovered in the Engineer's work, the Engineer's responsibility shall include (but not be limited to) the following:

a. Upon notification by the Department of an error or omission, immediately provide at no cost to the Department, all engineering, and related information (and surveying if applicable) required to correct the error and/or omission.

b. Assume the cost of any reconstruction required to correct an error and/or omission.

c. Assume the cost as a result of delay caused by the time required to correct an error and/or omission.

6. The Department shall be named as additional insured in respect to General Liability on the Contractor's Insurance Certificate which shall also have Professional Liability coverage with limits as stated on the Contractor's insurance certificate with a three year extended reporting period with respect to events which occurred but were not reported during the term of the Policy. The policy shall protect against any negligent act, error, or omission arising out of the Professional Services that includes coverage for acts by others for whom the Contractor is legally responsible. The policy shall apply to the activities of all Engineering and cultural resource professionals who are employed by the Engineer and assigned to the Project.

7. To the fullest extent permitted by law and subject to the provisions of NMSA, 1978, Section 56-7-1, 1971 (as amended), the Engineer shall defend, indemnify, and hold harmless the Department, acting through its agents, representatives, and employees from and against claims, damages, losses, and expenses (including but not limited to attorney's fees, courts costs, and the cost of appellate proceedings), arising out of or resulting from the Engineer's duty to defend, hold harmless, and indemnify the Department from the Engineer's professional negligent acts, errors, mistakes, or omissions. Engineer's duty to defend, hold harmless and indemnify the Department shall arise in any connection with any claim, damage, loss or expense that is attributable to or caused any negligent act, error, or omission of the Engineer or anyone directly or

indirectly employed by the Engineer or anyone for whose acts they are liable. This agreement to indemnify shall not extend to liability, claims, damages, losses, or expenses, including attorney's fee, arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications by the Department, or the agents or employees of the Department: or (2) the giving of or failure to give directions or instructions by the Department, where such giving of or failure to give directions or instructions by the Department is the primary cause of bodily injury to persons or damages to property. For purposes herein the Engineer is not considered an agent of the Department.

8. The Engineer shall provide full insurance coverage payable to the Department to cover loss due to fire, water loss or other hazard to any drawings, documents, survey books and any or all other materials belonging to the Department while under the care of the Engineer. The amount of this insurance will be based upon the reasonable replacement cost of the documents and shall be in effect prior to the Department's authorization to proceed.
9. As the work progresses, the Engineer may submit certified billings to the Department not more than once a month based on rates specified in Exhibit "I," and the agreed to scope of services for each work assignment. These billings will be based on the work or percentage completed. All such billings will be submitted on the Department's standard billing form.
10. The Engineer agrees that for the work and services herein described, the fee is and shall be just and fair compensation for the entire Contract.
11. The Engineer agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the Contract period and for five (5) years from the date of final payment under the Contract for inspection by the Department.
12. The Engineer shall attend such field inspections and such conferences with the Department and other parties as may be necessary in connection with the work.
13. The Engineer shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The Engineer further agrees to operate under and be controlled by the Civil Rights Act of 1964, Title VI, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor

regulations (41 CFR Part 60). Accordingly, 49 CFR Part 26 is applicable to this Contract.

14. The design and details furnished by the Engineer shall conform to the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction (latest edition), AASHTO, ASTM, MUTCD, 23 Code of Federal Regulations when applicable and other laws, rules and regulations as applicable and in effect as of the date of execution of this Contract.

ARTICLE II
AGREEMENTS ON THE PART OF THE DEPARTMENT

1. The Department shall make available to the Engineer such Department records as may be available and pertinent for the purpose of the work herein described.
2. The Department agrees to assign a Project Manager to function as a coordinator and liaison agent to expedite the Department's reviews and approvals of all stages of the Engineer's work.
3. The Department shall furnish the Project Manager, at no cost to the Engineer, the documents and information as listed in Appendix "A," with the exception of Standard Serials, and Standard Specifications for Highway and Bridge Construction, or other Department Manuals, which may be purchased from the applicable NMDOT division.
4. This is an on-call Contract for Professional Services to be provided by the Engineer to the Department for project specific work assignments/tasks as described in Appendix "A." Prior to the Engineer commencing work on the project specific work assignments/tasks, representatives for the Department and the Engineer shall agree to one of the following basis for payment for such work assignments/tasks and shall include a statement of the basis for payment in the written scope of performance for each designated work assignment/task assigned to the Engineer:
    a. Payment shall be a specific negotiated sum of money for each specific work assignment/task assigned to the Engineer, which is not subject to further price negotiation by the parties. Each agreed upon payment amount shall be based on the personnel rates set forth in Exhibit "I," with the number of personnel-hours and other costs, subject to negotiation. This sum shall be made in one payment after completion and approval of each designated work assignment/task, or upon receipt and approval of

adequate documentation by the Engineer of completion of a stated percentage of the designated work assignment/task. If payment will be made in installments, the parties shall so specify in the written scope of performance for each designated work assignment/task. If installments are not expressly stated, the Department shall pay the Engineer after completion and acceptance of the work assignment/task; or

b. Payment shall be based on adequate documentation of the Engineer's man hours actually worked and actually incurred as separately billable costs, as set forth in the Engineer's attached rate schedule.

5. The Department agrees to pay the Engineer, as complete compensation for all services and deliverables assigned to the Engineer pursuant to this Contract, the amount negotiated for all tasks assigned, plus gross receipts effective at the time of billing. The total amount which may be paid pursuant to this Contract is plus gross receipts tax effective at the time of billing. This total amount may be reduced by assessment of liquidated damages pursuant to Article 1, Paragraph 4, if applicable. The Department will not compensate the Engineer for services or other deliverables provided prior to the full execution of the Contract, after the expiration of the Contract, or in excess of the Contract value, unless the Contract dollar amount is duly amended prior to providing the services or deliverables.

6. Partial payments may be made monthly as the work progresses upon application therefore accompanied by a certified statement of work accomplished in accordance with Article I, Paragraph 9.

7. Final payment including any retainage will be made within thirty (30) days after the work has been approved and accepted by the Department. Five percent (5%) of the total contract amount will be set aside as security for full performance under the terms of this agreement. The Department will pay for the work performed until payments made equal 95% of the total contract amount. The remaining 5% Retainage will be paid upon project completion and acceptance less any assessment for liquidated damages and work correction costs as provided in Article I, Paragraphs 4 and 5 respectively.

8. Subject to the provisions of Article II, Paragraphs 5 and 6, within fifteen (15) days after the date the Department receives written notice from the Engineer that payment is requested for services or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible

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

ARTICLE III
PROVISIONS RELATING

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

ARTICLE IV
MISCELLANEOUS PROVISIONS

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

provided by Appendix "A" and as agreed to in each project specific work assignment, and in each "Notice to Proceed" or as otherwise provided for in this agreement.

a. In the event of delays under this Contract caused by the Department, the Engineer is entitled to receive a reasonable extension of time as provided in Article I, Paragraph 4, but in no event will the Engineer terminate work under this Contract for delays caused by the Department.

b. If a delay is attributable to the Engineer's fault or to matters within their control, extensions will not be granted. The Engineer may be subject to possible assessment of liquidated damages.

7. Authorization to Proceed. The Department is not liable and will not pay the Engineer for any work performed before authorization to proceed is received by the Engineer from the Department. After execution of this Contract, and after a letter of authorization from the Department to proceed, the Engineer shall then proceed immediately with the scope of services delineated in Appendix "A" and each project specific work assignment.

8. Assignment. The Engineer shall not assign, sublet, subcontract, or transfer any interest, right or obligation in this Contract without the written consent of the Department.

9. Changes in Scope of Work. Additions to or deletions from Appendix "A" provided herein may be made, and the compensation to be paid to the Engineer and the time for completion may be adjusted accordingly by mutual agreement of the contracting parties. Whenever an alteration in character of work results in a change in the nature of the design, thereby increasing or decreasing the cost of the performance, an amended Contract shall be executed authorizing the Engineer to perform work in accordance with the changed requirements and setting forth the amended fee and time for completion. The Engineer is not authorized to do any work beyond that work called for in Appendix "A" and in each project specific work assignment, without an executed agreement.

10. Termination for Default. The Department and the Engineer hereby agree to the full performance of the covenants herein. If the Engineer, for any cause, fails to carry on the work in an acceptable manner including failure to perform in accordance with the time schedule in each project specific work assignment, the Department will give notice in writing of such neglect or default, the corrective measures to be taken and delineate a reasonable period of time within which to take such measures. Engineer's failure to comply with such notice and to rectify

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

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

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

14. Binding on Successors. Insofar as authorized by law, this Contract shall be binding upon the parties hereto, their successors, executors, administrators, and assigns.

15. This Writing is the Contract in its Entirety. This instrument embodies the whole Contract of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Contract shall supersede all previous communications, representations, or agreements either verbal or written between the parties hereto.

16. Termination. This Contract terminates **Two years from the date of execution.**

17. Subcontracting. Upon written approval of the Department, the Engineer may subcontract all or part of the services for this project as described in Appendix "A." Any subcontract entered into by the Engineer for an amount in excess of $10,000 shall contain all the provisions of this Contract.

18. Appendices. Appendix "A", Exhibit "I," and Appendix "B" are attached hereto and incorporated herein by reference. Such appendices contain the following materials:
    a. Appendix "A": Scope of Services.
    b. Exhibit "I": Unit Rate Schedule
    c. Appendix "B": Insurance Certificates.

19. Status of Engineer. The Engineer, and its agents and employees, are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Engineer, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Contract.

20. Appropriations. The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico or the Congress of the United States if federal funds are involved, for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature or the Congress of the United States, if federal funds are involved, this Contract shall terminate upon written notice being given by the Department to the Engineer. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted,

encumbered, and approved for expenditure by the Department. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Engineer and shall be final.

21. Release. The Engineer, upon final payment of the amount due under this Contract, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Engineer agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Engineer has express written authority to do so, and then only within the strict limits of that authority.

22. Confidentiality. Any confidential information provided to or developed by the Engineer in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Engineer without the prior written approval of the Department.

23. Conflict of Interest. The Engineer warrants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. If the Engineer serves as a representative for other entities or agencies, public or private, within the project area during the term of this Contract, Engineer shall immediately notify the Department for evaluation of potential conflict(s).

24. Notice. The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, or kickbacks in the procurement of this Contract. In addition, the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation.

25. Legal Compliance. The Engineer shall comply with all applicable federal, state and local laws, and Department regulations and policies in the performance of this Contract, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental and cultural resources requirements, right-of-way acquisition, workplace safety, employer-employee relations, and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Engineer shall ensure that the requirements of this compliance are made a part of each subcontract on this project at all tiers.

26. Applicable Law. This Contract shall be governed by the laws of the State of New Mexico.

27. Disadvantaged Business Enterprise (DBE) Policy. In accordance with Title 49 Code of Federal Regulations Part 26 (49 CFR 26) or as may be amended, the

Engineer shall agree to abide by and take all necessary and reasonable steps to comply with the following:

(A) DBE Policy: It is the policy of the Department to implement the provisions of 49 CFR Part 26 (49 CFR 26), other pertinent regulations, and source legislation. The objectives are:

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

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

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

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

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

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

(B) DBE Obligations: The Department will establish the DBE goal on a tri annual basis. The approved FFY 2012-2014 DBE goal is established at 11.91% for federal-aid highway construction and design of which 7.69% will be attained through race neutral measures.

(C) Record Keeping Responsibilities: The Engineer is responsible to assure that its DBE liaison officer completes and submits the appropriate forms required by the DBE Program to the Department's project manager or to the Department's OEOP at the following address:

NMDOT
Office of Equal Opportunity Programs
Aspen Plaza, Suite 107
1596 Pacheco Street
Santa Fe, NM 87505

(D) Department's DBE Program: The Department's DBE Program, 18 NMAC 28.2, as required by 49 CFR Part 26 and as approved by DOT, is incorporated herein by reference and made part of this agreement. If any provision of the DBE Program conflicts with 49 CFR Part 26, the provisions of 49 CFR Part 26 shall prevail. Implementation of this program is a legal obligation and failure to

carry out its terms shall be treated as a violation of this agreement. Upon notification to the Engineer of its failure to carry out the terms and conditions of the DBE Program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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

(1) Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR 26. The Department shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and the administration of DOT-assisted contracts. The Department's DBE Program, as required by 49 CFR 26 and as approved by DOT, is incorporated herein by reference and made part of this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the DOT may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

d. The Engineer also agrees by signing their Contract/Amended Contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

29. Consent to Jurisdiction and Venue. The Engineer hereby consents to and agrees to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from this Contract which cannot be resolved informally and hereby waive any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Engineer. It is expressly understood and recognized by the parties hereto that the venue for litigation of issues, claims, or all other judicial matters arising or resulting from this Contract shall be in the Santa Fe County District Court.

30. Third Party Beneficiary Clause. No provision of this Contract creates in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for wrongful death, bodily and/or

personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Contract.

31. New Mexico Tort Claims Act. No provision of this Contract establishes any waiver of immunity from liability for alleged tortuous conduct of any employee of the Department or the Engineer arising from the performance of this Contract apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

32. Requirements for New Mexico Employees Health Coverage.

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

B. Contractor agrees to maintain a record of the number of employees who have (1) accepted health insurance; (2) declined health insurance due to other health insurance coverage already in place; or (3) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000, $500,000 or $1,000,000, depending on the dollar value threshold in effect at that time.

33. Employee Pay Equity Reporting

This provision shall apply to contracts awarded through and Invitation to Bid or a Request for Proposals. The Executive Order and required forms can be obtained from the following link:

http://www.generalservices.state.nm.us/spd/pay_e.html

October 1, 2010 and beyond contract requirements:

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

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

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

Engineer also agrees to levy these reporting requirements on any sub-consultant(s) performing more than 10% of the dollar value of this contract if said sub-consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Engineer further agrees that, should one or more sub-consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Engineer will submit the required report, for each such sub-consultant,

within ninety (90) calendar days of that sub-consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such sub-consultant, shall be due on the annual anniversary of the initial report submittal. Engineer shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable sub-consultant(s) in accordance with the schedule contained in this paragraph. Engineer acknowledges that this sub-consultant requirement applies even though Engineer itself may not meet the size requirement for reporting and be required to report itself.

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Kathryn Bender Date: 4/3/14
Secretary/Designee

Civil Transformations Inc.

By: Timothy D. Simmons Date: 3-31-14
Engineer

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

By: Cynthia A. Chest Date: 1-28-14
Assistant General Counsel

I certify that **Civil Transformations Inc.**, I.D. No. **03-205668-000** is registered with the Taxation and Revenue Department for payment of gross receipts tax.

By: Elaine Gallegos Date: 4/3/14
Taxation and Revenue Department

New Mexico Project U900035
CN U900035

State of New Mexico

CERTIFICATION OF ENGINEER

I hereby certify that I am the (title) President and duly authorized representative of the firm of Civil Transformations Inc., whose address is 2929 Coors Blvd. NW, Ste 102E, Alb. NM 87120 and that neither I nor the above firm I represent has:

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

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

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

(d) As Per OMB Circular A-133 Compliance Supplement, April 1999, or as amended, Civil Transformations Inc. certifies that the organization and its principals are (FIRM) not suspended or debarred.

Except as here expressly stated (if any):

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

By: Timothy D. Simmons Date: 3-31-14

Consultant Firm Civil Transformations Inc.
New Mexico Project U900035
CN U900035

State of New Mexico

CERTIFICATION OF NEW MEXICO DEPARTMENT OF TRANSPORTATION

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

(a) Employ or retain, or agree to employ or retain, any firm or person or,

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

Except as here expressly stated (if any):

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

By: Kathryn Bender Date: 4/3/14

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR--

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

Timothy P. Simmons 3-31-14
Signature Date

President
Title (Position)

APPENDIX "A"
Scope of Services

Appendix A
Detailed Scope of Services
Project No., CN U900035

SCOPE OF SERVICES:

The following is a description of the Scope of Services for Traffic Engineering Design, Analysis and Review:

When required, this work shall include, but not be limited to the following (exact scope shall be negotiated on a project by project basis):

Conceptual Design

The Engineer may be required to provide conceptual design work which, ordinarily will not require use of project specific mapping. Conceptual design services may include, but not be limited to, the following:

a. Investigation of alternative design concepts for intersections and/or interchanges, ramps, turning lanes and other roadway segments.
b. Preparation of visual aids and materials used for presentations to the public, other agencies or NMDOT agency heads.

Preliminary Design

Preliminary design will generally involve survey and mapping, by the Engineer or by others, but may be done utilizing as built plans as determined appropriate by the Project Development Engineer. Preliminary design shall be consistent with plans development at a 50% completion stage and may include project specific cost estimates if requested by the Project Development Engineer. Preliminary design services may include but are not limited to the following:

a. geometric layouts for intersections and/or interchanges, ramps and other roadway segments
b. plan and profile plans for intersections and interchanges
c. preliminary traffic control plans
d. preliminary signalization and lighting plans
e. preliminary signing and pavement marking plans
f. various safety related improvements not covered by the aforementioned services

Final Design

The Engineer may be required to prepare a Final Satisfactorily Completed Plans Submittal. The design plans may include as appropriate: cover sheet, title sheet, typical sections, quantity sheets, general notes, plan and profile sheets, interchange and intersection plans, structure placement sheets, special details, traffic control, permanent signing, signalization, lighting and detour plans, grading plans, earthwork computations, incorporation of standard plans and those prepared by other, final detail estimate and proposal, special provisions as required and other plans as may be required.

Final plans may be full or partial, as requested in writing by the Project Development Engineer. An example of full, final plans development under the contract would be the completion of plans for a signalized intersection. Examples of partial, final design include but are not limited to the following:

a. geometric designs and plans for intersections and/or interchanges, ramps and other roadway segments
b. plan and profile design and plans for intersections and interchanges
c. traffic control plans

d. signalization and lighting plans
e. signing and pavement marking plans
f. various safety related improvements not covered by the aforementioned services

The State's Highway Design formatting guidelines should be used in the preparation of plans. Plans shall be developed in accordance with the State Highway Design Manual, Drainage Manual, current edition of the AASHTO green book, current version of the MUTCD, and other state and federal guidelines as applicable.

Analysis and Review - may include but is not limited to:

a. analysis and review of designs by others and review of mitigation measures proposed by others
b. analysis of warrrants for lighting and signalization projects
c. analysis of potential design variances or exceptions
d. intersection capacity analysis and signal warrant analysis
e. signalized intersections, including progression optimization of signal systems
f. statistical analysis
g. analysis of a designated location and/or corridor to determine potential safety improvements

Studies - may include but is not limited to:

a. accident studies
b. access studies
c. queuing studies

d. safety studies

Studies, analysis and review processes, procedures and methodologies shall be as described in the MUTCD, the ITE Traffic Engineering Handbook or the Manual of Transportation Engineering Studies as appropriate or other processes and procedures approved by the Department. The Engineer shall prepare written reports with recommendations where appropriate, when review or analysis work is requested.

The State may or may not furnish the following to the Engineer:

The State may or may not provide:

- A Project Engineer to serve as an engineering liaison for the project.
- Traffic Volumes including Forecasts and Accident Data
- Review of Final Geometry, Traffic Control, and Permanent Signing
- Aerial photos
- Survey and mapping
- As built or as let plans
- Existing signal timing and phasing

The State will not provide an extensive detail check of any final plans. Therefore, any errors and/or omissions in the final design and plans will be the full responsibility of the Engineer.

COORDINATION

The Engineer will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with property owners, Federal, State, City, County, Schools and other agencies

having jurisdiction or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be completed by the Engineer including work completed by sub-contractors working under this contract.

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

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

- Making distribution of plans and documents.
- Preparing written reports of findings with recommendations
- Providing written inspection reports
- scheduling and documenting required meetings

EXHIBIT "I"
Unit Rate Schedule

UNIT RATE SCHEDULE

Consulting Firm	Civil Transformations Inc.
Project Number	U900035
Control Number	U900035
Termini	Statewide

1. STAFF ALLOCATION FOR LABOR	DL (Hourly Rate)	OH (85%)	FEE (10%)	FLR
Traffic Modeling Specialist (ERMSI)	$98.00	$83.30	$18.13	$199.43
Project Manager	$60.00	$51.00	$11.10	$122.10
Senior Project Engineer	$50.00	$42.50	$9.25	$101.75
Project Engineer	$45.00	$38.25	$8.33	$91.58
Staff Engineer/Planner	$38.00	$32.30	$7.03	$77.33
Senior Technician	$35.00	$29.75	$6.48	$71.23
Technician	$22.00	$18.70	$4.07	$44.77
Administrative/Clerical	$18.00	$15.30	$3.33	$36.63
2. SUBCONSULTANTS				
Environmental - Marron & Associates Inc. <attached>				
Surveying - Terra Land Surveys <attached>				
Subsurface Utility Engineering - Cobb-Fendley and Associates <attached>				

REIMBURSABLE EXPENSES	Unit Cost	Unit
Perdiem: normal	$85.00	Per Day
Perdiem: high cost rate (Santa Fe, Los Alamos)	$135.00	Per Day
Mileage (State Projects)	$0.410	Per Mile
Mileage (Federal Projects)	$0.550	Per Mile
Copies:		
8-1/2 x 11 b&w	$0.10	Per Each
8-1/2 x 11 color	$0.60	Per Each
11x17 b&w	$0.25	Per Each
11x17 color	$2.00	Per Each
24x36 bond	$3.00	Per Each
24x36 mylar	$8.00	Per Each
24x36 scans	$2.00	Per Each
Shipping/mail/deliveries	at cost	
Miscellaneous (pneumatic tubes, clamps, etc.)	at cost	

Jan. 2014

Civil Transformations
12/12/2013

NMDOT SW Traffic Engineering On-Call

1. STAFF ALLOCATION FOR LABOR	DL	OVERHEAD	FEE	FLR
	HOURLY RATE	*INCLUDE 182.14%*	*INCLUDE 15%*	
Biologist	$ 25.75	$ 46.90	$ 10.90	$ 83.55
Cultural Resource Crew Chief	$ 17.00	$ 30.96	$ 7.19	$ 55.16
Cultural Resource Lab Tech	$ 15.00	$ 27.32	$ 6.35	$ 48.67
Cultural Resources Principal Investigator	$ 23.25	$ 42.35	$ 9.84	$ 75.44
Cultural Resources Program Manager	$ 29.75	$ 54.19	$ 12.59	$ 96.53
Cultural Resources Project Manager	$ 28.00	$ 51.00	$ 11.85	$ 90.85
Editor	$ 21.00	$ 38.25	$ 8.89	$ 68.14
Environmental Services Manager	$ 25.75	$ 46.90	$ 10.90	$ 83.55
GIS Coordinator	$ 19.25	$ 35.06	$ 8.15	$ 62.46
GIS/IT Specialist	$ 25.50	$ 46.45	$ 10.79	$ 82.74
Natural Resources Program Manager	$ 39.25	$ 71.49	$ 16.61	$ 127.35
NEPA/Cultural Resources Specialist	$ 18.00	$ 32.79	$ 7.62	$ 58.40
Office Administrator	$ 21.00	$ 38.25	$ 8.89	$ 68.14
Operations Manager	$ 31.00	$ 56.46	$ 13.12	$ 100.58
Project Manager/Biologist, Water Resources Lead	$ 28.00	$ 51.00	$ 11.85	$ 90.85
Senior Environmental Project Manager	$ 31.50	$ 57.37	$ 13.33	$ 102.21
Strategic Development & Environmental Services Manager	$ 25.50	$ 46.45	$ 10.79	$ 82.74

2. SUBCONSULTANTS	FEE	FEE	FLR
	HOURLY RATE	*INCLUDE 15%*	
Steve and Nancy Cox	$ 46.85	$ 7.03	$ 53.88
Reggie Fletcher	$ 50.00	$ 7.50	$ 57.50
Gerry Raymond	$ 60.00	$ 9.00	$ 69.00

3. DIRECT EXPENSES (At Cost)	
Per Diem	$ 85.00
Mileage	$ 0.440
Xerox (in-house)	.15 / page black and white
Xerox (in-house)	1.00 / page color
Printing (outsourced)	At cost
Photos	At cost

Terra Land Surveys
PO Box 2532
Corrales, NM 87048
crnedina@terrasurveys.net
505-792-0513

Classification	Direct Labor	Overhead @ 1.80	Profit @ 10%	Fully Loaded Rate
Principal	40.00	72.00	11.20	123.20
Licensed Surveyor	34.00	61.20	9.52	104.72
Project Manager	24.00	43.20	6.72	73.92
Survey Crew Chief	20.00	36.00	5.60	61.60
Survey Technician	17.00	30.60	4.76	52.36
Cad Technician	20.50	36.90	5.74	63.14
Admin	13.00	23.40	3.64	40.04

GPS Equipment	$100/GPS receiver/per day
Survey Vehicle	$0.65/mile
Lodging	$81/night
Meals and IE	$41/day

Cobb Fendley and Associates
SPECIFIED RATE FEE SHEET

	Neg. Hourly Base Rate		Neg. Hourly Base Rate w/Overhead		Contract Rate Includes Labor O/H & Profit
STAFF CATEGORY					
Principal	$72.15		$203.42		$233.93
Project manager	$51.12		$144.13		$165.75
Project Engineer	$40.88		$115.26		$132.54
Project Geologist	$37.52		$105.78		$121.65
Graduate Engineer	$30.89		$87.09		$100.15
Utility Coordinator	$41.56		$117.17		$134.75
Utility Specialist	$28.65		$80.77		$92.89
Technician III	$27.48		$77.48		$89.10
Technician II	$23.46		$66.14		$76.06
Technician I	$20.19		$56.92		$65.46
Administrative/Clerical	$21.69		$61.15		$70.32
RPLS	$45.60		$128.56		$147.85
2-Man Survey Crew	$46.18		$130.20		$149.73
3-Man Survey Crew	$56.16		$158.34		$182.09
			Contract rates include labor, overhead and profit.		
Negotiated Overhead Rate	181.94%		Contract rates to be billed.		
Negotiated Profit Rate	15.00%		All rates are negotiated rate and are not subject to change or adjustment.		

DIRECT EXPENSES	Unit Cost	Unit
Meals (*)	$36.00	Per Day
Lodging (Max. Taxes & Fees Not Included)	$85.00	Per Day
Car Rental	$75.00	Per Day
Survey Grade GPS (Per Receiver)	$27.00	Per Hour
Overnight Deliveries	At Cost	Per Each
Photographs	N/A	Per Each
CADD Plotting	$1.50	Per Sq. Ft.
Digital Ortho Plots	N/A	Per Sq. Ft.
Paper Copies (8.5" x 11")	$0.10	Per Sheet
Paper Copies (11" x 17")	$0.20	Per Sheet
Color Paper Copies (8.5" x 11")	$2.00	Per Sheet
Mylar Plots (11" x 17")	$1.50	Per Sheet
Subsurface Utility Engineering Rates		
Level - C & D (W/O Level B)	$0.43	Per Linear Foot
Level - B Designation (W/O Levels C & D)	$1.43	Per Linear Foot
Level - A		
Vertical Depth: 0 to 4 feet	$710.00	Per Hole
4 to 8 feet	$920.00	Per Hole
8 to 12 feet	$1,100.00	Per Hole
12 to 16 feet	$1,600.00	Per Hole
Greater than 16 feet	$285.00	Per Hour
Designation Vehicle Mobilization	$500.00	Per WA
Location Vehicle Mobilization	$900.00	Per WA
Traffic Control	TBD @ WA Stage	

Costs included in overhead will not be reimbursed as miscellaneous direct expenses.

(*) - Must be associated with an overnight stay

APPENDIX "B"

Insurance Certificate

CIVIL-2 OP ID: MD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Liability Insurers, Inc. 6101 Moon St. NE, Suite 1000 Albuquerque, NM 87111 Bob Dean	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Civil Transformations Inc Tim Simmons 2929 Coors Blvd NW Ste 102 Albuquerque, NM 87120	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers P&C of America INSURER B: XL Specialty Insurance — 37885 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		6802798X127	01/10/2013	01/10/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			6802798X127	01/10/2013	01/10/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liab			DPS9703673	01/10/2013	01/10/2014	Ea Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RFP 14-07, Project: Statewide On-Call Traffic Services
Project No: U900035, Control No: U900035
Certificate holeder is additional insured with respect to General Liability required by written contract.

CERTIFICATE HOLDER

New Mexico Department of Transportation
PO Box 1149 RM- 223
Santa Fe, NM 87504-1149

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert McLean Jr.

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