



**Central Purchasing
213 South Oliver Drive
Aztec, New Mexico 87410
(505) 334-4551**

Proposal No. 19-20-27

**DESIGN/BUILD: Request for Qualifications Based Proposals – Glade Run Recreation
Area Trail Improvements Phase 2
Public Works**

**ADDENDUM #3
June 1, 2020**

ADDITIONAL INFORMATION TO THE PROPOSAL SPECIFICATIONS AS FOLLOWS:

Attachments:

- **Pre-Proposal sign-in sheet (1 page)**
- **Grant agreement with project budget breakdown (9 pages)**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL OF
OFFEROR FORM.**

Contract Number: D18449
Vendor No.: 54399
Project No.: F100330
Control No.: F100330

GRANT AGREEMENT

This grant agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and San Juan County (**Grantee**). The Department and the Grantee hereafter collectively referenced as "the Parties," agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following project: Control Number F100330, "Glade Run Recreation Area Trails Extension," (**Project**). The total Project cost is \$500,000. The local match shall be \$72,800 or 14.56% and the federal (reimbursable) share shall be \$427,200 or 85.44%, as shown in **Exhibit A**.
2. **Scope of Work.** The Grantee shall perform the professional services stated in **Exhibit A**.
3. **Payment.** The Department will reimburse the Grantee after receipt of a reimbursement request with supporting documentation showing that expenses have been paid by the Grantee.
 - a. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to the Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the federal award noted in Section 1.
 - b. Reimbursement requests must be submitted at least quarterly (federal fiscal year) no later than twenty-five (25) days after the last day of the quarter. Each reimbursement request shall reflect the correct federal/local match ratio as applied to the total of costs incurred by the Grantee for the quarter, as noted in Section 1.
 - c. When the Grantee pays more than its share of the total for a particular period, it must be clearly noted in the reimbursement request, and the amount of overpayment (over-match) will not be applied to future reimbursement requests.
 - d. Requests shall be submitted using the cover sheet provided by the Department, shall be completed fully and correctly, and shall be signed by the Grantee's designated representative. Requests must certify that invoices accurately reflect work completed, amount due and remaining balance.
 - e. The Department reserves the right to withhold reimbursement if any of the aforementioned requirements are not met.
 - f. The Grantee shall submit its final reimbursement request no later than thirty (30) days after termination of this Agreement.

- g. If the Grantee fails to submit a reimbursement request for two (2) contiguous quarters, the Grantee shall provide written justification for the lack of activity to the Department within fifteen (15) days of the end of the second contiguous quarter.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request pursuant to 2 CFR Section 200.333 and 1.21.2 NMAC. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) days of written notice.
 5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
 6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) days written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.
 7. **Appropriations.** The Grantee acknowledges that:
 - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - c. the Department will not expend any funds until they are approved for

expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
- a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
 - b. Code of Federal Regulations (CFR), Title 2 – Grants and Agreements, Subtitle A – Office of Management and Budget Guidance for Grants and Agreements, Chapter II – Office of Management and Budget Guidance, Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. 2 CFR 200;
 - c. all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, (and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation); and
 - d. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations.
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or email; and be addressed as follows:

To the Department:

Maggie Moore
Recreational Trails Program Coordinator
New Mexico Department of Transportation
P.O. Box 1149
Santa Fe, NM 87504-1149
(505) 470-4705
Maggie.moore@state.nm.us

To the Grantee:

Nick Porell
Public Works Director
100 South Oliver Drive
Aztec, New Mexico
(505) 334-4530
nporell@sjcounty.net

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Tort Claims.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
14. **Term.** This Agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2021 unless earlier terminated as provided in Section 6 or Section 7.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.

17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.


18. **Scope of Agreement and Merger.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the Parties, except that this Agreement does not supersede the Grantee's rights under any other grant Agreement.

19. **Disadvantaged Business Enterprise (DBE).** The Grantee shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in 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 Department may impose sanctions as provided for under 49 CFR 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.*).

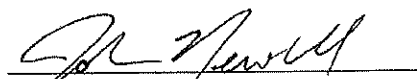
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Each party is signing this Agreement on the date stated opposite that party's signature.


NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:  Date: 3/3/20
Cabinet Secretary or Designee


Approved as to form and legal sufficiency.

By:  Date: 2/7/2020
Assistant General Counsel
Department of Transportation

SAN JUAN COUNTY

By:  Date: 2/18/2020
Title: Chairman
Jack L. Fortner

Approved as to form and legal sufficiency.

By:  Date: 2/18/2020
Counsel for San Juan County

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Exhibit A: Scope of Work, Reimbursement and Project Budget

1. **Scope of Work.** The Grantee shall complete and/or oversee the following activities. Grantee must complete all preliminary engineering and certification work required in Phase 1 prior to Phase 2.

a. **Phase 1.** The Grantee shall complete and/or oversee the following preliminary trail engineering, design and environmental review related activities in support of the Project, as situated in the Glade Run Recreation Area (GRRRA) and under the oversight of the Bureau of Land Management Farmington Field Office, including in coordination with Department consultation. The Grantee is responsible for:

1. design, development and trail siting activities, including markings, wayfinding and trailhead development of a multi-use (motorized and non-motorized) trail system. Improvements include but are not limited to:

- a) Designation (Archeological and Biological Clearances and NEPA Update) and trail improvements for approximately 1.7 miles of existing user-created single-track mountain bike trails located in the East Glade area
- b) Approximately 8.5 miles of new single-track mountain bike trails in the East Glade area to encourage loop traffic;
- c) Design and layout of a new trailhead mountain bike skills area located at the East Glade (south) Trailhead;
- d) Marquee trailhead signage;
- e) Design of an expansion of an existing Off Highway Vehicle (OHV) skills park at the Brown Springs Campground;
- f) Design and selection of manufactured non-motorized features on existing trails with the GRRRA;
- g) Design of Interpretive signage for the Old Spanish Trail located with the GRRRA; and
- h) Design and planning of other improvements to be determined as needed.

2. Obtain all environmental approvals and/or concurrences necessary to fulfill Department certification requirements.

3. Presentation of information through the level of effort form to the Department's Environmental Bureau so as to identify the appropriate level of effort under NEPA;

4. Preparation of the trail plans, any necessary archeological surveys and other necessary documents, provided that the Department's Recreational Trails Program Coordinator and Environmental Bureau will work with both the Grantee and its consultants to ensure timely and accurate review of these documents;

5. Submittal of satisfactory documents regarding the environmental review process so that the Department's Environmental Bureau may certify the Project and inform the Department's Recreational Trails Program Coordinator and the Grantee of its

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findings.

6. Successful acquisition of all certifications and performance of preliminary engineering work shall be completed before Phase 2 may begin.

b. **Phase 2.** The Grantee shall complete and/or oversee the following trail related activities in support of the Project, as situated in the Glade Run Recreation Area and under the oversight of the Bureau of Land Management Farmington Field Office. The Grantee is responsible for:

1. Selection and Construction of trail improvements to ATV trails, motorcycle trails, and mountain bike trails as described under **Phase 1**;
2. procurement and installation of signage, manufactured features, wayfinding for trails and trailheads;
3. Implementation of trail head enhancements; and
4. other trail construction, maintenance and enhancement activities necessary to restore safety and sustainability of trail system.

2. **Reimbursement.** The Department will reimburse the Grantee after receipt of a reimbursement request with supporting documentation showing that expenses have been paid by the Grantee. In-kind contributions must be reported as to the type of contribution, employee time, non-profit donations. Pursuant to 2 C.F.R. Section 200.306(b), in-kind match documentation must meet the following criteria:

- a. It is verifiable from the San Juan County's records;
- b. It is not included as contributions for any other Federal award;
- c. It is necessary and reasonable for accomplishment of project or program objectives;
- d. It is not paid by the Federal government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs; and
- e. It is provided for in the approved Project Budget.

3. **Project Budget**

PHASE 1 - PRELIMINARY ENGINEERING*			
Task	Federal Share	Local Match	Total
Preliminary Engineering (Environmental Certifications and Design)	\$106,800	\$18,200	\$125,000
PHASE 2 - CONSTRUCTION MANAGEMENT AND CONSTRUCTION			
Task	Federal Share	Local Match	Total
Construction Management	\$17,088	\$2,912	\$20,000

Construction (detail below)	\$303,312	\$51,688	\$355,000
Total	\$427,200	\$72,800	\$500,000
CONSTRUCTION ESTIMATE DETAIL BUDGET			
Task	Federal Share	Local Match	Total
Trail Building	\$181,560	\$30,940	\$212,500
Skills Park (Mountain Bike)	\$38,448	\$6,552	\$45,000
Signage and Wayfinding			\$17,500
Skills Park (Off Highway Vehicle)			\$50,000
Manufactured Features (Mountain Bike)			\$30,000
Total			\$355,000
*GRANTEE MUST COMPLETE ALL WORK REQUIRED IN PHASE 1 BY DECEMBER 31, 2020			

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PRE-PROPOSAL CONFERENCE

DATE: May 28, 2020 TIME: 1:30 pm BID NO.: 19-20-27

ITEM: Design/Build: Request for Qualifications Based Proposals – Glade Run Recreation Area Trail Improvements – Phase 2

REPRESENTATIVE	COMPANY	PHONE NO.	FAX NO.	E-MAIL ADDRESS
<u>Todd Byrge</u>	<u>Bohannan Houston</u>			<u>tbyrge@bhinc.com</u>
<u>COLIN DALY</u>	<u>Snyder, Miller, & Assoc</u>	<u>734 347 9866</u>		<u>colin.daly@soudermiller.com</u>
<u>Jaime Jones</u>	<u>Staff</u>			
<u>Diana Chapman</u>	<u>Staff</u>			
<u>Mike Russell</u>	<u>SEH</u>			<u>mrussell@sehinc.com</u>
<u>Candy Freel</u>	<u>Bohannan Houston</u>			<u>tfreel@bhinc.com</u>
<u>David Noah</u>	<u>Kewitt NM</u>			<u>david.noah@kiewit.com</u>
<u>David Barnett</u>	<u>Single Track Trails</u>			<u>david.barnett@singletracktrails.com</u>
<u>Bob Oberdorfer</u>	<u>Sites SW</u>		<u>Robert.oberdorfer@sites-sw.com</u>	
<u>Scott A Martin</u>	<u>San Juan County</u>		<u>SCOTT.MARTIN@sjcounty.com</u>	<u>505-419-0279</u>
<u>Nick Powell</u>	<u>STC</u>		<u>n.powell@sjcounty.net</u>	<u>505-334-4530</u>