



CITY OF ALBUQUERQUE

Step 2 of 3- Step PROCESS

**REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGER AT RISK
BIDDING AND GENERAL REQUIREMENTS
DIVISIONS 00
Sections 00_0101 through 00_2300**

PROJECT TITLE: Albuquerque Rapid Transit “ART” Project No. 6319.92

For City: ABQ Ride, Transit Department

Contact Person: Dayna G. Crawford, Deputy Director

Address: Alvarado Transportation Center, 2nd Floor, 100 First Street SW

City/State/Zip: Albuquerque, NM 87102

E-Mail: dayna@cabq.gov

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

DATE: Tuesday October 13, 2015 TIME: 1:30 p.m. MST

DELIVER TO: : City Clerk’s Office, Plaza del Sol Building, 600 Second Street NW, Room 720, 7th Floor, Albuquerque, New Mexico 87102

The date and time received will be stamped on the Request for Proposal Package by the City Clerk's Office. Late proposals will not be accepted. It is the responsibility of the Offeror to ensure that their proposal is delivered on time to the correct address.

THE CM AT RISK PRE-PROPOSAL CONFERENCE shall be held as follows:

Friday October 2, 2015 at 2:00 p.m. local time

LOCATION: Alvarado Transportation Center, 2nd Floor ART Conference Room, 100 First Street SW, Albuquerque, New Mexico 87102

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REQUEST FOR PROPOSAL AND CONTRACT REQUIREMENTS

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Agreement Between the Owner and Construction Manager at Risk (separate file available at www.abqbrtproject.com)

Summary Matrix of Cost Allocation

General Conditions of the Agreement Between the Owner and Construction Manager at Risk (separate file available at www.abqbrtproject.com)

FTA Provisions Incorporated into the Procurement and the Contract

Pre-Construction Work Plan, Program Statement

Public Outreach and Involvement

Thirty Percent Plan Set (separate file available at www.abqbrtproject.com)

DIVISION 00

of the

Construction Manager at Risk Request for Proposals

SECTION 00 0102 - INTRODUCTION

1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL FOR PROJECT: Albuquerque Rapid Transit Project “ART”

This Request for Proposal (RFP) is governed by the Regulations Governing the Award and Rejection of Bids/Offer and Debarment of Contractors for Public Works Projects of the City of Albuquerque.

This Proposal is Step 2 of the Three Step process. Step 1, Request for Qualifications, determines qualified Offerors that received this Request for Proposal (RFP). Once the RFP’s are evaluated, the Selection Committee may proceed to Step 3, Interviews of up to three of the most qualified Offerors. Scores for the Interviews will be added to the RFP and SOQ scores to determine an overall Finalist for the purpose of entering into negotiations for pre-construction services. and execution of a final Construction Manager at Risk Agreement.

2.0 SUMMARY SELECTION PROCESS

The Construction Manager at Risk Request for Proposal requires that the qualified Offerors carefully examine the contract documents and conditions affecting the Work, and be familiar with the site(s). The Offeror shall submit a fee/cost proposal that consists of the CMAR Percent Fee and Specified General Conditions (Form included herein) to execute the Project.

3.0 PROCUREMENT AND PROJECT CONTACT

Any questions concerning the procurement process for this Request for Proposals shall be submitted to the procurement contact listed below. Technical questions regarding the scope of work shall be submitted to the Procurement Contact as well as a matter of record. The Procurement Contact will then distribute the questions to the Project Team for consideration. All questions shall be submitted in writing. The questions and responses shall be distributed to all Offerors.

For questions regarding the selection process, the Procurement Contact is:

Dayna G. Crawford, Deputy Director

ABQ Ride, Transit Department
Dayna@cabq.gov

Technical questions regarding the scope of work shall be addressed through the Procurement Contact and distributed to the following:

HDR Inc. (505) 830-5400
Ed Potthoff, P.E.
2155 Louisiana Blvd. NE, Suite 9500
Albuquerque, New Mexico 87109
Edward.pothoff@hdrinc.com

4.0 SUMMARY REVIEW OF INFORMATION PROVIDED IN THE RFO

STATEMENT OF SCOPE OF WORK/FUNDING

The project is described as the ART, the Albuquerque Rapid Transit Project;

The ART project is an 8.75-mile bus rapid transit project down Central Avenue that will change the existing roadway section to accommodate the center running bus rapid transit (BRT) within the existing Central Avenue right-of-way (ROW). Referred to as Albuquerque Rapid Transit (ART), the project limits for the first phase of construction extend from the Central Avenue/Coors Boulevard intersection on the west side of the metropolitan area to the Central Avenue/Louisiana Boulevard intersection on the metropolitan area's east side. The corridor length is approximately 8.75 miles. As planned, the proposed ART alignment follows Central Avenue with the exception of the downtown area between 1st Street and 10th Street, where the route will follow Copper Avenue and Gold Avenue, parallel streets one block north and south of Central Avenue, respectively.

ART routes are planned to integrate with the existing ABQ Ride system and other future BRT routes across Albuquerque. The ART system will incorporate a combination of the BRT features mentioned above. ART vehicles will run in dedicated bus lanes in some areas and mixed-flow traffic in others depending on constraints, feasibility, and engineering considerations identified in the design.

ART stations will each be designed to create a unique, identifiable station. The ART stations will utilize raised platforms to provide level boarding and alighting of all passengers, including the elderly and disabled. Off-board advanced ticket purchasing will increase the efficiency of the buses by reducing the amount of time the bus spends at each stop. These programming features will provide design direction for integrating the ART features into a unique, cohesive, and easily recognizable station. The ART project also includes pedestrian improvements consistent with the Complete Streets Ordinance.

FUNDING, FEES AND SCHEDULES

The Maximum Allowable Construction Cost (MACC): \$65,388,991.64

Funding sources are a combination of Local Bonds and Federal Grants.

Start of Construction is expected to be in Month: January Year: 2016

5.0 SUMMARY OF PROCUREMENT PROCESS

After evaluating the Statements of Qualifications received in response to the Request for Qualifications, and after receiving and scoring the Proposals received in response to this RFP, the Selection Committee may invite up to three (3) of the highest ranking Offerors for interviews.

6.0 SUMMARY OF PROPOSAL BOND REQUIREMENT

The Offeror shall submit a Proposal Bond of 5% (see Section 00 01 07 Proposal Bond Form in this document) of **\$65,000,000** (Total Proposal amount including the Percent Fee and Specified General Conditions) with the Request for Proposal. The Proposal Bond represents verification that the MACC is adequate and that the proposal is a good faith offer for consideration of a contract to perform the Pre-Construction Services and Construction Services. Upon the successful negotiation of a fee for preconstruction services and execution of the CMAR Agreement, said Proposal Bond shall be bound until the CMAR and the Owner agree on a Guaranteed Maximum Price for the Work and execute a GMP Amendment to the Contract. At that point, the CMAR shall provide the City with the Performance and Payment Bonds in the amount of one hundred percent (100%) of the GMP, and all other documents required per the Agreement. The Proposal Bond shall be a bond provided by a surety company authorized to do business in this state, on the Department of Treasury's List/ Circular 570 and shall be on a form acceptable to the City. The CMAR shall also require Performance and Payment Bonds of subcontractors meeting the requirements of 13-1-148.1 NMSA 1978.

7.0 DEFINITIONS OF TERMINOLOGY

This section contains the same definitions that were included in the Request for Qualifications (RFQ), and that are used throughout this CMAR procurement process, including appropriate abbreviations. These are included herein as a convenience and as a reference for the Offeror to understand the language used in this solicitation.

“Construction Manager at Risk” (CMAR) means a person who, pursuant to a contract with a governing body, provides the preconstruction services and construction management required in a construction manager at risk delivery method.

“Construction Manager at Risk Delivery Method” means a construction method for an educational facility wherein a construction manager at risk provides a range of preconstruction services and construction management, including cost estimation and consultation regarding the design of the building project, preparation and coordination of bid packages, scheduling, cost control, value engineering, and while acting as the general contractor during construction, detailing the trade contractor scope of work, holding the trade contracts and other subcontracts, pre-qualifying and evaluating trade contractors and subcontractors and providing management and construction services, all at a guaranteed maximum price for which the construction manager at risk is financially responsible. The CMAR must submit a Proposal Bond with their Offer, and shall submit Payment and Performance Bonds for Construction, as may be required per final contract.

NOTE: By definition, CMAR services cannot duplicate the services of the Design Professionals for a project, but will likely, at the City’s direction, have input in the project.

“Contract” means an agreement between the City and a New Mexico licensed contractor for the work covered by this RFP.

“Contractor” means successful Offeror awarded the contract that holds a appropriate and current State of New Mexico contractor license designations..

“Design Professional” means architect/engineer.

“Determination” means the written documentation of a decision of the City and/or the Selection Committee, including facts required to support a decision. A determination becomes part of the procurement file to which it pertains.

“GMP” means Guaranteed Maximum Price is the maximum amount to be paid by the governing body for the construction of the project, including the cost of the work, the general conditions and the fees charged by the CMAR. The final contract price agreed upon by the City and the CMAR, shall be the amount stated in the Agreement Between the Owner and the Construction Manager at Risk, and the General Conditions of the Construction Manager at Risk Agreement.

“Governing body” means the City.

“Labor enforcement fund, Department of Workforce Solutions, Labor and Industrial Division, Contractor and Subcontractor Registration” is the requirement that all contractors and subcontractors licensed to do business in the State of NM must pay a fee, renewable by July 1 every year in order to submit a bid or offer on a public works project. Contractors that are paid and in good standing with the Department are assigned a number that must be included on any bid or proposal for public works projects.

“MACC – Maximum Allowable Construction Cost” means the amount that is set by the City and represents the total sum available for the cost of the work, the CMAR Fee, and General Conditions, excluding gross receipts tax, but may include furnishings, fixtures and equipment. MACC shall not include professional fees, testing fees, City’s project contingency funds, acquisition costs or other soft costs.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“**Owner**” is the City.

“**Proposal**” is the Offeror’s response to this RFP.

“**Resident or Veteran Contractor**” means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

“**Request for Proposals**” or “**RFP**” means all documents, attached or incorporated by reference, used for soliciting proposals.

“**Request for Qualifications**” or “**RFQ**” means all documents, attached or incorporated by reference, used to determine whether an Offer is responsible based on a statement of experience, ability, means and methods to fulfill the District requirements.-

“**Responsible Offeror**” means an Offeror who submits a proposal and who has furnished, where required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

“**Responsive Offer**” or “**Responsive Proposal**” means an offer or proposal, which conforms in all material, respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

“**Selection Committee**” means a body constituted to perform the evaluation of Offeror proposals.

“**User**” means the Transit Department of the City.

“**User Contact**” is the person designated by the City to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

The terms “**must,**” “**shall,**” “**will,**” “**is required,**” or “**are required**” identify *a necessary* item or factor. Failure to comply *with such* an item or factor *may* result in the rejection of the Offerors proposal.

The terms “**can,**” “**may,**” “**should,**” “**preferably,**” or “**prefers**” identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offerors submittal. *Rejection of the submittal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Committee Chairman.*

8.0 SUMMARY OF THE REQUEST FOR PROPOSAL EVALUATION PROCESS & EVALUATION FACTORS

- 8.1. **Selection Committee** - The Selection Committee shall consist of a minimum of three (3) persons. At least one member of the Committee shall be an architect or engineer. The team shall collectively possess expertise in the technical requirements of the project, construction design and contracting.

- 8.2 **Submittal Completeness** -Each prospective Offeror must provide all the required information, where applicable. Any prospective Offeror failing to do so may be deemed to be non-responsive at the sole discretion of the Selection Committee.

SECTION 00 0103 - EVENTS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Procurement and the Selection Process.

1.0 SEQUENCE OF EVENTS

- | | |
|---|-----------------|
| 1. Issue RFP | 9-29-15 |
| 2. Pre-Proposal Conference | 10-2-15 |
| 3. Deadline to Submit Written Questions | 10-7-15 |
| 4. RFP Addenda/Amendments | 10-9-15 |
| 5. Submission of Proposal | 10-13-15 |
| 6. Proposal Evaluation | 10-20-15 |
| 9. Interviews | 10-21-15 |
| 10. Contract Negotiations | 11-4-15 |
| 11. Contract Award | 11-17-15 |

2.0 EXPLANATION OF SEQUENCE OF EVENTS

1. **Issue RFP** - This RFP is issued by the City.
2. **A Pre-Proposal Meeting shall be held.** The Pre-Proposal Meeting will be held Friday October 2, 2015 at 2:00 p.m., local time, at the Alvarado Transportation Center ART Conference Room, 2nd Floor, 100 First Street SW, Albuquerque, NM. The purpose of a Pre-Proposal meeting is to review the RFP documents, including the Scope of Work, Response Format, Schedule, Summary Matrix of Cost Allocation, Proposal and Bond Forms, the Agreement Between the Owner and the Construction Manager and Risk and the General Conditions of the Agreement Between the Owner and the Construction Manager at Risk. Attendance at the Pre-Proposal meeting is not mandatory.

In addition to the Pre-Proposal Meeting, the City may allow Prospective Offerors the opportunity to visit with the project User Representative with permission from the City

Representative. **Please note that after the proposal submission due date, the Offerors are not allowed any contact with the City unless requested to do so. The City, may, however, contact Offerors for clarification purposes, changes in the Schedule of Events, notices of non-responsiveness or responsiveness of proposals, and notices of shortlist status and/or interviews.**

3. **Deadline to Submit Written Questions** - Between the time of issuance of the RFP and the date listed herein, prospective Offerors shall submit questions in writing no later than Wednesday October 7, 2015 to the Procurement Contact regarding any clarifications or comments regarding the RFP, the Conditions Governing the Procurement, the Contract for Construction and Construction Manager at Risk and General Conditions of the Contract for Construction Manager at Risk, or any other area that is of importance or concern in preparing your response.
4. **RFP Amendments** - Should any addendum to this RFP be deemed necessary between issuance of the RFP and the proposal submission deadline, it will be distributed in writing to all short-listed Offerors. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment. Any addenda will be accompanied by an Acknowledgement of Amendment Form to be included in the RFP submittal.
5. **Submission of Proposal** – Tuesday October 13, 2015 no later than 1:30 p.m. is the date and time that has been set by the City for receipt of Proposals. Late Proposals will not be accepted. It is the Offeror’s responsibility to ensure that Proposals arrive at the appointed date and time. Proposals may be delivered early to avoid any possible delay of the submission. Proposals must be submitted properly sealed and addressed to:

Albuquerque Rapid Transit Proposal
City Project Number 6319.92
City of Albuquerque
City Clerk’s Office, Plaza del Sol Building
Room 720, 600 2nd Street NW
Albuquerque, New Mexico 87102

PROPOSALS RECEIVED AFTER THE DEADLINE ARE NON-RESPONSIVE.

City Clerk staff shall time-stamp proposals at the appointed place and time. A public log will be kept of the date and time proposals were received from the short-listed Offerors. Late proposals shall be time-stamped as well, recorded, and if hand-delivered, returned to the person delivering the proposal. If a late proposal arrives by common carrier (USPS, UPS, FED/EX, etc.) the Offeror shall be notified to make arrangements to pick up the late, unopened proposal, or to be returned by collect fees.

The Procurement Contact shall review the Proposals for completeness and compliance with requirements, prior to the distribution to the Selection Committee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and said Offeror may protest the determination pursuant to 13-1-172 to 13-1-176, NMSA 1978 of the Procurement Code.

6. **Proposal Evaluation/Short Listing** - The Selection Committee will review and score each Offeror's proposal. Each Selection Committee member's point totals will be combined and translated into a numeric ranking of all proposals.

The Selection Committee shall evaluate the proposals and may set interviews with up to the three of the highest ranked Offerors.

7. **Notice of Most Qualified Offerors** – The Procurement Contact shall notify the short-listed Offerors of the Selection Committee's ranking. The three highest ranked Offerors may be invited to interview at an appointed date and time. The three firms shall be given a set of questions to be addressed in the interview, either in a pre-interview meeting if held, or by e-mail, or USPS mail, with an acknowledgement of receipt.

8. **Interview with Finalist(s)** – Should a firm be invited to an interview, questions will be directed to the Project Team. At a minimum, the corporate executive dedicated to the project, the project manager, the project superintendent, and other key individuals responsible for pre-construction services and safety during construction should be in attendance. In addition to presenting their qualifications, experience and approach to the project, the Project Team will be expected to respond to questions from the Selection Committee as well as to additional questions that may be posed in the letter inviting your firm to the interview. The interviews of the contractor representative will be conducted by the Ad Hoc Committee.

8. **Negotiation** - The highest ranked Offeror will be sent a proposal for preconstruction services. If the Owner is successful in negotiating an agreement for preconstruction services with the highest ranked Offeror that it believes is fair and reasonable, a contract will be awarded to that Offeror. Should the Owner be unable to negotiate a satisfactory contract with the Offeror considered to be most qualified at a price, that the Owner, within its sole discretion, determines to be fair and reasonable, negotiations with that Offeror shall be formally terminated. The Owner shall then undertake negotiations with the second most qualified Offeror as determined by the Selection Committee. If the Owner is unable to negotiate a contract with the second most qualified Offeror that the Owner, within its sole discretion, determines to be fair and reasonable, negotiations with that Offeror shall be formally terminated. The Owner shall then undertake negotiations with the third most qualified Offeror as determined by the Selection Committee. Should the Owner be unable to negotiate a contract with any of the Offerors recommended by the Selection Committee that the Owner, within its sole discretion, determines to be fair and reasonable, additional Offerors shall be ranked by the Selection Committee and the Owner shall continue negotiations until a contract is signed with a qualified Offeror or the procurement process terminated.

10. **Notice of Award** - The City will notify Offerors and Finalist(s) in writing of the final award. This notice will include the final rankings for the project award. At that time, all proposals that were submitted are open for public inspection for a period of 30 days after the

award, except for any part of a proposal that may be determined to be proprietary and confidential.

SECTION 00 0104 TERMS AND CONDITIONS GOVERNING THE RFP PROCUREMENT

1.0 The section contains specific information about the terms and conditions, statutes, regulations, and rules that govern the RFP process under which this RFP is issued.

The City may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project, should the need arise. The Owner makes no representations, written or oral, that it will enter into any form of agreement with any Offeror.

1.1 **Protests** – Any protest matters regarding any RFP prior to the Selection Committee review and consideration must be submitted to the Procurement Contact. Any such protest must be submitted within three (3) business days after the rejection of the Proposal and must specify in detail the grounds for the protest. Failure to do so will waive any grounds for protest.

The Procurement Contact will then make an initial determination as to the status of the protest considering such information as deemed appropriate. Such determination will be final unless a further appeal is taken from said decision by the giving of further written notice to the Procurement Contact within three (3) business days thereafter. In such case, the protest will then be heard by the Chief Administrative Officer of the City of Albuquerque, whose decision will be final.

Protest to the FTA

A protester must exhaust all Transit's administrative procedures and remedies before pursuing an appeal with the FTA. The FTA will only entertain a protest that alleges:

1. Transit failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
2. Violations of Federal law or regulation.

An appeal to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Fiscal Manager. Specifically, protesters shall file an appeal protest with the FTA Region VI Administrator no later than five (5) calendar days after a final decision is rendered under ABQ RIDE's protest procedure.

An appeal filed with the FTA Region VI Administrator shall:

1. Include the name and address of the protester; and

2. Identify the grantee, project number, and the number of the contract solicitation; and
3. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest, or violation of Federal law or regulation; and
4. Include a copy of the local protest filed with the ABQ Ride and a copy of the ABQ Ride decision.

1.2 **Incurring Cost** - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

- 1.3 **Third-Party or Subcontracting GC Contract Responsibilities** – Direction of all work that may result from this procurement must be performed by the Offeror and payments will only be made to the Offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, reassignment of CMAR duties and responsibilities to a third party is not acceptable. The successful Offeror will be expected to perform at least thirty (30) percent of the work with their own forces.
- 1.4 **Amended Proposals** - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such with transmittal/cover letter. City personnel will not open, collate or assemble amended proposal materials.
- 1.5 **Offeror's Rights to Withdraw Proposal** - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the City. The approval or denial of withdrawal requests received **after** the deadline for receipt of the proposals is at the discretion of the City.
- 1.6. **Disclosure of Proposal Contents** - The content of proposals will be kept confidential until written notice of a contract award has been made by the City. At that time, all proposals will be open to the public, except for any material that may have previously been noted and deemed as proprietary or confidential and will be subject to disclosure pursuant to a request made for Inspection of Public Records.
- 1.7. **Termination** - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City.
- 1.8 **Sufficient Appropriation** - Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the CMAR. The City's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the CMAR as final.

If the determination is made that there is insufficient funding to continue or finalize a project, the successful Offeror will be compensated to the level of effort performed, as authorized by the City prior to that determination.

- 1.9 **Standard Contract** - The City and successful Offeror will use the Agreement Between the Owner and the Construction Manager at Risk and the General Conditions of the Construction Manager at Risk Agreement.
- 1.10 **Offeror Qualifications** - The Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror determined to be a non-responsive Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
- 1.11 **Right to Waive Minor Irregularities** - The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Procurement Manager and the Selection Committee.
- 1.12 **Notice** - The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 1.13 **Release of Information** - Only the City is authorized to release information about the Project covered by this RFP. The Offerors must refer to the City any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
- 1.14 **Project Reporting** - In addition to the normal project meetings with the City, successful Offeror is required to work with the project engineer as may be required.
- 1.15 **New Mexico Prevailing Wage Rates** – Wages to be paid as a result of a contract awarded for this project will be subject to the minimum wage rate determination by the State of New Mexico, and will be attached to the final contract documents. This determination will become part of the contract by reference and must be posted, per State of New Mexico Statutes, in a conspicuous place at the CMAR’s place of business or Project site. It is the CMAR’s responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto, including phasing of the Project such as site work and other work and the labor department rules for wage rates for phased projects. Failure by the City to physically make such project requirements available to the CMAR will not relieve the CMAR from noncompliance with the State of New Mexico laws. If Federal funds are used in the project, the Federal Wage Determinations shall be evaluated and the higher of the two shall be paid.

- 1.16. **Clarifications from Offerors** - The Procurement Contact, after review of the proposal and/or Interview may request clarifications on information submitted by any and all Offerors, as may be directed by the Selection Committee.

SECTION 00 0105 – INSTRUCTIONS TO OFFERORS FOR REQUEST FOR PROPOSAL FOR CMAR

1.0 RESPONSE FORMAT AND ORGANIZATION

1.1 NUMBER OF RESPONSES

Only one proposal package may be submitted by each Offeror/Team/individual entity for the Project, which is the subject of this RFP. The Proposal Package shall be clearly identified on the outside as to the name of the procurement, date and time proposals are to be received, the Offeror's name, address, name of contact person and a phone number where the contract person may be reached.

The Offeror shall submit one (1) original and six (6) copies in the proposal package.

2.0 GENERAL RFP RESPONSE INSTRUCTIONS

2.1 ACKNOWLEDGEMENT OF CONDITIONS AFFECTING THE WORK

By submitting a proposal, Offeror acknowledges the following:

- a. That they will provide, for the duration of the project, the full complement of staff that was designated/assigned to this project in the written response to the Procurement.
- b. That they have taken steps reasonably necessary to ascertain the nature and location of the Work, and that they have investigated and are satisfied as to the general and local conditions which can affect the Work or the cost of the Work.
- c. That any drawings and specifications that are made a part of this Proposal are for "information purposes only" and shall not be used for construction.
- d. That adjoining areas of the Project site may be conducting normal operations during the execution of the Work, and that the Offeror shall take all the necessary steps to ensure that pedestrian and traffic congestion, limited parking, etc., is held to a minimum through careful organization and coordination with the affected operations.
- e. That their Proposal is based upon a schedule and assumptions which incorporate the conditions set forth above and in other Sections of the RFP as well as the Agreement Between Owner and Construction Manager at Risk and the General Conditions for the Construction Manager at Risk attached hereto and incorporated herein by reference.

- f. That the City assumes no responsibility for any conclusions or interpretations made by Offeror based upon the information made available by City. Should an Offeror find discrepancies or omissions in the RFP documents, or should Offeror be in doubt as to their meaning, Offeror shall at once notify the City. If appropriate, the City will send written instructions to all Offerors by addenda. Questions received less than five (5) calendar days before the time proposals are due may not be answered. All addenda issued shall be incorporated into these contract documents.
- g. That the MACC, as defined in Paragraph 1.1.11 of the General Conditions for Construction Manager at Risk Agreement and based upon the project definition and scope defined by Section 00 23 00 of the Request for Proposal inclusive of the Program Statement, is adequate for this Project.

2.2 PROPOSAL FORM

- a. Offerors are requested to submit two (2) proposal figures on the Proposal Form attached. The first figure shall be for the “Percent Fee” and the second figure shall be for the “Specified General Conditions Work”. The terms “Percent Fee” and Specified General Conditions Work” are defined in the Agreement Between the Owner and the Construction Manager at Risk, the Summary Matrix of Cost Allocation, Section 00 50 00 of this RFP and the General Conditions for the Construction Manager at Risk Agreement that are attached to this RFP.

It is noted that the Owner shall provide Offerors with critical information to include the amount of liquidated damages, the duration of construction, the anticipated date of the Notice to Proceed, and the upper limit for Preconstruction Services.

- b. Offerors shall comply with the following instructions in preparing the Proposal Form:
 - 1) State your Percent Fee as a percentage and multiply it by the estimate of the Cost of the Work stated in the Proposal Form to determine a single number for the dollar amount of the Percent Fee. The dollar amount of the Percent Fee will be added to the dollar amount for the Specified General Conditions Work to determine a final number, the Offeror’s Total Proposal.
 - 2) In completing the Proposal, the Offeror must enter a number for both the Percent Fee and the Specified General Conditions Work. No other entries, modifications, or qualifications shall be made to the Proposal Form. Failure to comply in full with these requirements may be grounds for the Proposal to be declared non-responsive. The Owner reserves the right to reject any or all Proposals and to waive informalities or non-material irregularities in the Proposal received.

- 3) The name, address, New Mexico State Contractor's license number, Contractor's Labor Enforcement Fund registration number and, Contractor's New Mexico Gross Receipts Tax number shall be printed or typed in the spaces provided on the Proposal Form.
- 4) Proposals must be submitted on the proposal forms and manually signed in ink. The person signing the proposal must initial each page. Only the amounts and information asked for on the Proposal Form furnished in the Request For Proposals will be considered. All blank spaces must be filled in with the information requested. Receipt of all addenda must be acknowledged by identifying the addendum number in the space provided in the Proposal Form.

2.3 PROPOSAL BOND

Offeror shall furnish a proposal guarantee in the form of a proposal bond on a form acceptable to the City, in the amount of at least five (5) percent of the MACC, \$65,000,000.00 to be forfeited if the Offeror cannot provide reasonable construction alternatives and design development information to the Owner and the Design Professional sufficient to maintain the MACC and provide the project defined by the Program Statement and Project Documents of this Request for Proposals.

3.0 SUBMISSION OF PROPOSAL

- 3.1 **Time:** Offers not received by the time and date indicated on the RFP will not be accepted for evaluation. District will time stamp and date, and make a copy of the front of the submittal with this information for the procurement file. The late offer shall then be handed back to the deliverer.
- 3.2 **Hand Carried:** Offers may be hand carried to City Clerk's Office of the City of Albuquerque, Plaza del Sol Building, 600 Second Street NW, Room 720, Albuquerque, New Mexico 87102.
- 3.3 **Mailed:** Offers may be mailed to the attention of the City Clerk's Office of the City of Albuquerque, Plaza del Sol Building, 600 Second Street NW, Room 720, Albuquerque, New Mexico 87102. The City shall not be responsible for offers that are mailed and not received by the opening date and time specified in the solicitation. It is the Offeror's responsibility to ensure that the means, place and time of delivery requested (USPS, UPS, FedEx, etc.) are adhered to.
- 3.4 **Receipts:** Receipts for hand delivered offers shall be issued by the City Clerk's Office (upon request) for offers which are hand carried.
- 3.5 **Unacceptable Methods of Offer Delivery:** Neither telephone, telegraphic, nor facsimile offers shall be accepted.

SECTION 00 0106

CITY OF ALBUQUERQUE
Albuquerque Rapid Transit Project "ART"
Project No: 6319.92

**PROPOSAL OF CONSTRUCTION MANAGER AT RISK FEE AND SPECIFIED
GENERAL CONDITIONS**

The Undersigned submits the following proposal.

PROPOSAL

Pursuant to and in compliance with the Request for Proposal, the undersigned certify, having carefully examined the Contract Documents and conditions affecting the Work, and being familiar with the site: proposes to furnish all labor, materials, equipment and services necessary to complete the work as follows:

NOTE: Applicable New Mexico Gross Receipts Tax (NMGRT) shall not be included in any amounts on this Proposal Form.

1. CMAR Percentage Fee (Percentage of Total Estimated Cost of the Work):

_____ % x \$65,000,000.00 = _____ *

Dollars (\$ _____)

2. Specified General Conditions:

Dollars (\$ _____)

TOTAL PROPOSAL (Total of 1 and 2 above)

Dollars (\$ _____)

*CM at Risk Percentage Fee will be calculated on Actual Cost of Work in the GMP.

|

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Undersigned hereby agrees, if awarded the Contract, to complete all of the Work in the Contract by the date specified in Article 5 of the Contract for Construction Manager at Risk, and also agrees to the amount specified for Liquidated Damages in that Article.

AGREEMENT AND RFP PROPOSAL BOND

A proposal bond on the form provided in the amount of five percent (5 %) of the MACC is attached.

For the purposes of calculating the costs of payment and performance bonds and insurance, the Offeror shall assume a MACC as indicated on this form and in the Agreement Between the Owner and the Construction Manager at Risk and General Conditions of the Construction Manager at Risk Agreement that are a part of this Request For Proposal.

If Offeror is selected for award and a Preconstruction Fee is negotiated between Offeror and Owner, the Undersigned agrees to execute a contract on a PSFA Agreement between the Owner and Construction Manager at Risk form.

If a Guaranteed Maximum Price (GMP) is agreed between the Owner and the Construction Manager at Risk, the GMP will be established by GMP Amendment. The GMP shall equal the sum of the Preconstruction Fee the Negotiated Cost of the Work, the Percent Fee bid in this proposal times the Negotiated Cost of the Work and the Fixed Dollar Amount bid in this Proposal for Specified General Conditions Work. The Undersigned agrees to execute the GMP Amendment and to furnish bonds and insurance as required by the Contract Documents.

ACKNOWLEDGEMENT OF AMENDMENTS TO THE RFP

Acknowledge receipt of amendment(s) to the Contract Documents below.
Failure to acknowledge an amendment may cause your Proposal to be deemed non-responsive.

Amendment No. 1 _____ Date _____

Amendment No. 2 _____ Date _____

Amendment No. 3 _____ Date _____

OFFEROR:

NAME OF FIRM:

**SIGNED
BY** _____

DATE

**OFFICIAL
CAPACITY** _____

ADDRESS _____

**CITY AND
STATE** _____ **ZIP** _____

DATE _____ **TELEPHONE** _____

FAX _____

E-MAIL _____

CERTIFICATION OF BUY AMERICA
(To be submitted with each bid or offer exceeding \$100,000)

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Contractor, _____, certifies to the best of its knowledge and belief, that it and its principals will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Executed this _____ day of _____.

By _____
(signature of authorized official)

(title of authorized official)

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Contractor, _____, certifies to the best of its knowledge and belief, that it and its principals cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Executed this _____ day of _____.

By _____
(Signature of authorized official)

(Title of authorized official)

CERTIFICATION OF RESTRICTIONS ON LOBBYING
(To be submitted with each bid or offer exceeding \$100,000)

I, _____, hereby certify on
(name and title of official)

behalf of _____ that;
(name of Contractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee or 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, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, this Agreement resulting from this RFP shall be considered a federal contract. This certification is a material representation of fact upon which reliance is 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. Code. 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.

Executed this _____ day of _____.

By _____
(Signature of authorized official)

(Title of authorized official)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
(To be submitted with each bid or offer exceeding \$25,000)

The Contractor, _____, certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sub-section 3801 et seq. are applicable thereto.

Executed this _____ day of _____.

By _____
(Signature of authorized official)

(Title of authorized official)

SECTION 00 01 07

RFP PROPOSAL BOND

FOR

CITY PROJECT NUMBER 6319.92 for Construction Manager At Risk

CITY PROJECT NAME: ALBUQUERQUE RAPID TRANSIT “ART”

KNOW ALL MEN BY THESE PRESENTS:

THAT

_____ as Principal, hereinafter called the Principal, and

_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the amount of five percent (5%) of Sixty Five Million and No Cents (\$65,000,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Bid Proposal dated _____, 20____, for _____, which Bid Proposal is by reference made a part hereof and is hereinafter referred to as the Bid.

NOW, THEREFORE, the condition of this obligation is such that, if the City shall accept the Bid of the Principal and the Principal shall enter into a contract with the City and a GMP amendment to the Contract in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the

Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the City may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20__.

Principal

ATTEST:

By: _____

Title: _____

Surety

ATTEST:

By: _____

Title: _____

PROGRAM STATEMENT

The proposed rapid vehicle route extends from the Unser Transit Center (northwest corner of Central Avenue and Unser Boulevard) on the west side of Albuquerque to Tramway Boulevard on the east side — an overall length of approximately 14 miles. Within this area, exclusive lanes for rapid vehicles will be constructed from Coors Boulevard to Louisiana Boulevard — a distance of approximately 8.75 miles.

The construction area — Coors Boulevard to Louisiana Boulevard — will include a two lane busway located in the center of Central Avenue, except: through the Downtown area where rapid vehicles will operate in mixed flow traffic; from San Pasquale to 10th Street in west Downtown where a single, reversible rapid vehicle lane is proposed; and, from Broadway Boulevard to Interstate 25 and from University Boulevard to Girard Boulevard where a bi-directional rapid vehicle lane is proposed. A total of 20 stations will be constructed including 15 median stations and five curbside platforms.

Scope of Work

In general, the proposed project includes the construction of a rapid transit system on an arterial street within the Albuquerque metropolitan area. The ART system includes the construction of a rapid vehicle guideway within the street median and stations spaced at approximate ½ to 1 mile intervals. In general, all station platforms will include level/elevated boarding platforms (approximate dimensions of 10 feet to 14 feet wide by 65 to 130 feet long), an overhead canopy composed of steel bolted members and fabric roof, seating, ticketing equipment, lighting and equipment, CCTV system, and other similar equipment. Four stations located at the Alvarado Transportation Center, Walter Street, 15th Street, and Rio Grande Boulevard will be built without canopies. The traffic signal system for Central Avenue within the project limits will be modified to provide traffic signal priority for ART vehicles.

The design concepts for the specific improvements for each major segment of the project are summarized below and illustrated in Appendix A (Albuquerque Rapid Transit Project Preliminary Design Plans):

- From Unser Boulevard to Coors Boulevard rapid vehicles will operate in mixed flow traffic; no construction will occur in this segment.
- Coors Boulevard to Atrisco Drive – two exclusive rapid vehicle lanes will be constructed within the existing roadway median. Left-turn/U-turn and pedestrian access will be allowed at eight signalized intersections. In addition to the rapid vehicle lanes, the street section will include two westbound and two eastbound traffic lanes and on-street bicycle lanes. Median stations will be located at Coors Boulevard, Yucca Avenue, and Atrisco Drive. Existing street lighting located within the existing medians will be relocated to the back of curb, Sidewalk and landscaping will be added from Coors to 52nd,

- Atrisco Drive to San Pasquale Avenue – two exclusive rapid vehicle lanes will be constructed within the existing roadway. Left-turn/U-turn and pedestrian access will be allowed at five signalized intersections. In addition to the rapid vehicle lanes, the street section will include two westbound and two eastbound traffic lanes and on-street bicycle lanes (limited to the segment between Atrisco Drive and New York Avenue). Median stations will be located west of New York Avenue and east of Rio Grande Boulevard. A reduction of one westbound and one eastbound traffic lane is proposed. Sidewalk and landscaping will be added from Tingley to Rio Grande Boulevard,
- San Pasquale Avenue to 10th Street – a single reversible rapid vehicle lane will be constructed within the existing roadway median. Left-turn/U-turn and pedestrian access will be allowed at four signalized intersections. In addition to the busway, the street section will include one westbound and one eastbound traffic lane and on-street bicycle lanes. A median station will be located near 15th Street.
- In the downtown area, from 10th Street to 1st Street, construction is limited to five curbside stations. Rapid vehicles will operate in mixed flow traffic lanes. The ART route will follow Copper Avenue (one block north of Central Avenue) for westbound service and Gold Avenue (one block south of Central Avenue) from 8th Street to 1st Street for eastbound service. Curbside stations will be located on 1st Street just north of Central Avenue, 2nd Street and 6th Street on Copper Avenue, 6th Street on Gold Avenue, and on 1st Street just south of Central Avenue.
- 1st Street to Interstate 25 – one bi-directional rapid vehicle lane will be constructed within the existing roadway median. Left-turn/U-turn and pedestrian access will be allowed at three signalized intersections. In addition to the rapid vehicle lane, the street section will include a single westbound and a single eastbound traffic lane. A median station will be located at Walter Street. Sidewalk and landscaping will be added throughout this segment. .
- Interstate 25 to University Boulevard – two rapid vehicle lanes will be constructed within the two center travel lanes. Left-turn/U-turn and pedestrian access will be allowed at two signalized intersections. In addition to the rapid vehicle lanes, the street section will include a single westbound and a single eastbound traffic lane. A median station will be located at Cedar Street. A reduction of one westbound and one eastbound traffic lane is proposed.
- University Boulevard to Girard Boulevard – one bi-directional rapid vehicle lane will be constructed within the existing westbound lanes. Left-turn/U-turn and pedestrian access will be allowed at five signalized intersections. In addition to the rapid vehicle lane, the street section will include two westbound and two eastbound traffic lanes. Median stations will be located at University Boulevard and Cornell St.
- Girard Boulevard to San Mateo Boulevard – two rapid vehicle lanes will be constructed within the existing roadway median. Left-turn/U-turn and pedestrian access will be allowed at six signalized intersections. In addition to the rapid vehicle lane, the street section will include one westbound and one eastbound traffic lane. Median stations will be located at Bryn Mawr Drive, Solano Drive, and Washington Street. A reduction of

one westbound and one eastbound traffic lane is proposed. Sidewalk and landscaping will be added throughout the segment.

- San Mateo Boulevard to Louisiana Boulevard – two rapid vehicle lanes will be constructed within the two center travel lanes. Left-turn/U-turn and pedestrian access will be allowed at five signalized intersections. In addition to the rapid vehicle lanes, the street section will include two westbound and two eastbound traffic lanes. Median stations will be located at San Mateo Boulevard and west of Louisiana Boulevard. A reduction of one westbound and one eastbound traffic lane is proposed in this segment. Street and pedestrian lighting currently located in the median will be relocated to the curbside throughout the segment.

In addition to the design elements described above, the ART project will include the following changes to the existing roadway:

- Existing pavement on Central Avenue will be milled, overlaid, and restriped throughout the project construction limits. Depth of mill and overlay will be approximately 2 inches.
- Some of the existing medians will be removed to accommodate rapid vehicle lanes. Depth of reconstruction will be up to 36 inches and will affect the following segments of Central Avenue: Coors Boulevard to Sunset Avenue; Tingley Drive to Rio Grande Boulevard; Broadway Boulevard to Interstate 25; and, Girard Boulevard to San Mateo Boulevard.
- Sidewalks will be widened and curbside landscaping will be added where right of way is available in the following segments: Coors Boulevard to Atrisco Drive; Broadway Boulevard to I-25; and Girard Boulevard to San Mateo Boulevard. Sidewalk widening/landscaping will vary from 2 feet to 6 feet, depending on right-of-way availability.
- Sidewalk ramps at street and drive pad intersections will be reconstructed to meet ADA standards from Coors Boulevard to 10th Street and from Broadway Boulevard to Louisiana Boulevard.
- Landscaped medians will be reconstructed and reconfigured at several locations including: Tingley Drive to Rio Grande Boulevard; University Boulevard to Girard Boulevard; and, San Mateo Boulevard to Louisiana Boulevard.
- Existing street lights will be relocated from medians to curb side from Coors Boulevard to Atrisco Drive and from San Mateo Boulevard to Louisiana Boulevard. Vertical clearance conflicts between the new street lighting and the existing power lines may occur in some areas. The affected utility is owned by the Public Service Company of New Mexico (PNM). If conflicts occur, the height of the power lines will be increased. Actual conflicts, if any, will not be known until a lighting plan is developed during final design. Coordination with PNM regarding this issue is underway. Responsibility for relocating affected power lines will be determined as part of the lighting plan.
- A park and ride lot will be constructed west of Louisiana Boulevard on the Expo NM property. The lot will accommodate approximately 100 parking spaces.

- ITS fiber optic cable will run the entire length of the project. It is anticipated that conduit will be directionally bored to reduce potential utility conflicts.

PRE-CONSTRUCTION WORK PLAN

Overview

The proposed rapid vehicle route extends from the Unser Transit Center (northwest corner of Central Avenue and Unser Boulevard) on the west side of Albuquerque to Tramway Boulevard on the east side — an overall length of approximately 14 miles. Within this area, exclusive lanes for rapid vehicles will be constructed from Coors Boulevard to Louisiana Boulevard — a distance of approximately 8.75 miles.

The construction area — Coors Boulevard to Louisiana Boulevard — will include a two lane busway located in the center of Central Avenue, except: through the Downtown area where rapid vehicles will operate in mixed flow traffic; from San Pasquale to 10th Street in west Downtown where a single, reversible rapid vehicle lane is proposed; and, from Broadway Boulevard to Interstate 25 and from University Boulevard to Girard Boulevard where a bi-directional rapid vehicle lane is proposed. A total of 20 stations will be constructed including 15 median stations and five curbside platforms.

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The design concepts for the specific improvements for each major segment of the project are summarized below and illustrated in Appendix A (Albuquerque Rapid Transit Project Preliminary Design Plans):

- From Unser Boulevard to Coors Boulevard rapid vehicles will operate in mixed flow traffic; no construction will occur in this segment.
- Coors Boulevard to Atrisco Drive – two exclusive rapid vehicle lanes will be constructed within the existing roadway median. Left-turn/U-turn and pedestrian access will be allowed at eight signalized intersections. In addition to the rapid vehicle lanes, the street

section will include two westbound and two eastbound traffic lanes and on-street bicycle lanes. Median stations will be located at Coors Boulevard, Yucca Avenue, and Atrisco Drive. Existing street lighting located within the existing medians will be relocated to the back of curb, Sidewalk and landscaping will be added from Coors to 52nd,

- Atrisco Drive to San Pasquale Avenue – two exclusive rapid vehicle lanes will be constructed within the existing roadway. Left-turn/U-turn and pedestrian access will be allowed at five signalized intersections. In addition to the rapid vehicle lanes, the street section will include two westbound and two eastbound traffic lanes and on-street bicycle lanes (limited to the segment between Atrisco Drive and New York Avenue). Median stations will be located west of New York Avenue and east of Rio Grande Boulevard. A reduction of one westbound and one eastbound traffic lane is proposed. Sidewalk and landscaping will be added from Tingley to Rio Grande Boulevard,
- San Pasquale Avenue to 10th Street – a single reversible rapid vehicle lane will be constructed within the existing roadway median. Left-turn/U-turn and pedestrian access will be allowed at four signalized intersections. In addition to the busway, the street section will include one westbound and one eastbound traffic lane and on-street bicycle lanes. A median station will be located near 15th Street.
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- Interstate 25 to University Boulevard – two rapid vehicle lanes will be constructed within the two center travel lanes. Left-turn/U-turn and pedestrian access will be allowed at two signalized intersections. In addition to the rapid vehicle lanes, the street section will include a single westbound and a single eastbound traffic lane. A median station will be located at Cedar Street. A reduction of one westbound and one eastbound traffic lane is proposed.
- University Boulevard to Girard Boulevard – one bi-directional rapid vehicle lane will be constructed within the existing westbound lanes. Left-turn/U-turn and pedestrian access will be allowed at five signalized intersections. In addition to the rapid vehicle lane, the street section will include two westbound and two eastbound traffic lanes. Median stations will be located at University Boulevard and Cornell St.

- Girard Boulevard to San Mateo Boulevard – two rapid vehicle lanes will be constructed within the existing roadway median. Left-turn/U-turn and pedestrian access will be allowed at six signalized intersections. In addition to the rapid vehicle lane, the street section will include one westbound and one eastbound traffic lane. Median stations will be located at Bryn Mawr Drive, Solano Drive, and Washington Street. A reduction of one westbound and one eastbound traffic lane is proposed. Sidewalk and landscaping will be added throughout the segment.
- San Mateo Boulevard to Louisiana Boulevard – two rapid vehicle lanes will be constructed within the two center travel lanes. Left-turn/U-turn and pedestrian access will be allowed at five signalized intersections. In addition to the rapid vehicle lanes, the street section will include two westbound and two eastbound traffic lanes. Median stations will be located at San Mateo Boulevard and west of Louisiana Boulevard. A reduction of one westbound and one eastbound traffic lane is proposed in this segment. Street and pedestrian lighting currently located in the median will be relocated to the curbside throughout the segment.

In addition to the design elements described above, the ART project will include the following changes to the existing roadway:

- Existing pavement on Central Avenue will be milled, overlaid, and restriped throughout the project construction limits. Depth of mill and overlay will be approximately 2 inches.
- Some of the existing medians will be removed to accommodate rapid vehicle lanes. Depth of reconstruction will be up to 36 inches and will affect the following segments of Central Avenue: Coors Boulevard to Sunset Avenue; Tingley Drive to Rio Grande Boulevard; Broadway Boulevard to Interstate 25; and, Girard Boulevard to San Mateo Boulevard.
- Sidewalks will be widened and curbside landscaping will be added where right of way is available in the following segments: Coors Boulevard to Atrisco Drive; Broadway Boulevard to I-25; and Girard Boulevard to San Mateo Boulevard. Sidewalk widening/landscaping will vary from 2 feet to 6 feet, depending on right-of-way availability.
- Sidewalk ramps at street and drive pad intersections will be reconstructed to meet ADA standards from Coors Boulevard to 10th Street and from Broadway Boulevard to Louisiana Boulevard.
- Landscaped medians will be reconstructed and reconfigured at several locations including: Tingley Drive to Rio Grande Boulevard; University Boulevard to Girard Boulevard; and, San Mateo Boulevard to Louisiana Boulevard.
- Existing street lights will be relocated from medians to curb side from Coors Boulevard to Atrisco Drive and from San Mateo Boulevard to Louisiana Boulevard. Vertical clearance conflicts between the new street lighting and the existing power lines may occur in some areas. The affected utility is owned by the Public Service Company of

New Mexico (PNM). If conflicts occur, the height of the power lines will be increased. Actual conflicts, if any, will not be known until a lighting plan is developed during final design. Coordination with PNM regarding this issue is underway. Responsibility for relocating affected power lines will be determined as part of the lighting plan.

- A park and ride lot will be constructed west of Louisiana Boulevard on the Expo NM property. The lot will accommodate approximately 100 parking spaces.
- ITS fiber optic cable will run the entire length of the project. It is anticipated that conduit will be directionally bored to reduce potential utility conflicts.

PUBLIC OUTREACH AND INVOLVEMENT

Public Involvement process during construction

Construction of the ART is scheduled to begin in February 2015 and last approximately a year and a half. Minimizing impacts to businesses, residents and traffic, involving the public and maintaining positive community relations are key elements to the successful development of the project. Successful public involvement requires that ABQ RIDE and the contractor be prepared to respond to public comment and concerns in an ongoing effort. The ART Design and Construction Agreement will define construction activities during these times. A Construction Mitigation Plan that identifies how Public Involvement Staff will address and facilitate both regular communication and circulation for stakeholders and businesses is illustrated below. During construction, the Public Involvement Team will continue to maintain a project hotline, web site and stakeholder database; coordinate and staff community events; coordinate and make presentations to various community groups; and distribute project fact sheets and newsletters.

Construction Mitigation Plan

COMMUNICATIONS

- 24-Hour, 7 day per week project hotline (live voice during construction)
- Field office for on site visit/meeting with stakeholders (Hours TBD)
- Project web-site information posting and e-mail response
- Street closure notification via project web site, broadcast e-mails and flyers distributed by the Public Involvement area coordinator
- Smartphone application

CIRCULATION

- Courtesy and traffic control signage (Note: ABQ RIDE will coordinate with City staff to ensure waivers of any applicable sign ordinance during the life of project)
- Traffic circulation plan that maintains access to buildings
- Prior to the start of construction, the project will hold a kick-off meeting to introduce the Resident Engineer and contractor to stakeholders, neighborhoods and businesses within the alignment.

Role of Public Involvement Area Coordinator

During construction, the Public Involvement Area Coordinator assigned will help mitigate construction impacts, provide up-to-date information on the construction activities and the schedule, and coordinate the work with adjacent business activities, the public and the construction contractor. The construction contractor will be required to develop detailed schedules to identify specific construction activities for their work. The Area Coordinator will work closely with the contractor to provide the public advance notification of possible street lane closures, detours, and rerouting of transit services. The Public Involvement Area Coordinator will work with the project engineers and the contractor to help ensure that access to homes and businesses is maintained during construction and that construction is avoided during nighttime hours in residential areas per city ordinance. Serving as the primary point of contact for stakeholders along the alignment, the Area Coordinator will be the conduit for communications among the public, the ABQ RIDE project staff and the contractor. As such, the Area Coordinator will be available to provide assistance to the public in resolving any construction issue or concerns.

Business Assistance Program & Role of Business Assistance Specialist

To prepare for construction, Public Involvement staff will work with project management, City of Albuquerque representatives and business owners to develop a plan for mitigating impacts on businesses and residents during ART construction. Coordination will be made available to business immediately adjacent to the construction work. Throughout construction the Public Involvement Area Coordinator will maintain a high level of communication with the affected stakeholders. A field office will be established to provide opportunity for one on one meetings with stakeholders as needed (office hours will be determined prior to construction).

The Public Involvement Activities timeline during final design and construction reflected in Figure 2, will be updated regularly to reflect schedule changes. Timelines are established to integrate Public Involvement activities with project schedule.

Media Plan

Good relationships with the local community and news media are a critical component of planning and implementing transportation projects. The fact that the ART is a highly visible project in the urban area places significant importance on the goal of maintaining a positive image for the ABQ RIDE system. To help the project to stay on schedule and maintain solid public support, the ABQ RIDE Public Information Officer and Marketing Group will develop a Media Plan for Final Design & Construction that identifies strategies that will be implemented to communicate with the public. The following milestones have been identified during final design and construction as potential opportunities to implement and execute elements of the media plan: Design Review; Construction Kick-off; Business Assistance Program; and Transit Tuesdays. Contractor assumes that other opportunities will become available as the project progresses. ABQ RIDE will work collaboratively with the City of Albuquerque to identify and create those opportunities and they will be noted in this plan during regular plan updates.

The Media Plan serves as a means of ensuring that the media and public is kept informed of project status, as well as public meetings and opportunities for input, for the ART. The plan also outlines public input in the planning and decision-making processes of this critical transit project. The goals of the Media Plan are to:

- Build broad public awareness of, and support for the ART.
- Establish a means for communicating to the public at key milestones in the planning and development of the ART project.
- Educate the media from print, television and radio to assure they have enough knowledge about the project to ensure proper coverage of the project.
- Provide an opportunity for educating the public about the importance of this project to the community.
- Ensure consistency and accuracy in the message being delivered to the public about the ART project.

All media efforts will be coordinated with City of Albuquerque staff to ensure key milestones are properly addressed and adequately identified to meet the goals.

Highlights of the Media Plan include:

E-newsletters

E-newsletters will be produced at key milestones in the project. Newsletters will provide information about the status of the project, project recommendations and announce upcoming public meetings.

Editorial Submissions

At milestones in the project, editorial content will be developed and distributed to provide local and national transit media, organizations and agencies to garner exposure for the project.

Editorial Board Presentations

Opportunities will be targeted for communication with local newspaper editorial boards throughout the final design and construction phases of the ART. These efforts will focus on project updates at key milestones of the project. In addition, continuous education and outreach relating to the benefits of transit will be incorporated to ensure accurate and credible editorial reporting.

Incorporating Information from the Public

The public involvement plan will include consistent procedures for recording and responding to public comment and for relaying public comment to key project team members and decision makers. All comments directed to the project will be documented. All communications with stakeholders along the ART alignment will be recorded in the project's database, which records a running history of events. The Area Coordinator will prepare a weekly summary of stakeholder contact that will be distributed via e-mail to ART project management and City staff and other interested ART project staff. These weekly summaries will be archived as part of the permanent project record.

Public comment received via e-mail, fax, mail, and telephone will be archived in the project files. Feedback forms and comment cards will be distributed at group presentations, public meetings and events. These will also be recorded and follow-up action (e.g., response to

questions) taken when appropriate. Public comments received at public meetings will be recorded in the meeting minutes.

Public Involvement Activity Reports summarizing activities and public comments received to date will be distributed quarterly to the project team.

All public comments received will be summarized and included in ART's Stakeholder Management System (SMS) database, along with a report on the disposition of the comments, in a public involvement summary report.

Evaluation and Modification

Throughout the course of the implementation of the PIP, results and effectiveness will be evaluated and compared against the PIP goals and objectives. If particular activities are not meeting the objectives of the PIP, the program activity will be modified or replaced with an alternative activity. The PIP will be updated as needed to reflect these changes.

Public Feedback

COMMENT CARDS – comment cards will be provided at all public involvement events and meetings. These cards can be turned in at the time of the meeting, or mailed in at a later date. The cards are preaddressed and have pre-paid postage to encourage mail back. The cards do not ask specific questions, rather, provide space for respondents to provide comments on any topic they'd like. The comment card will include an option for that person to be added to the project mailing list if they are not already included.

FEEDBACK FORMS – at every public open house meeting, a feedback form will be distributed to each attendee. The feedback form will ask how the person found out about the event, what they liked and didn't like about the event (including format and materials and event location), whether they would participate in a similar activity again, and what suggestions they have for improving our communication/interaction with the public. The feedback form will include an option for that person to be added to the project mailing list if they are not already included.

E-MAIL – an e-mail account specifically assigned to this project will be established and regularly monitored for messages. The e-mail address will be published on all public involvement communication materials and suggestions or comments about the project and/or the public involvement process encouraged. Those comments and suggestions will be recorded and distributed to appropriate project team members for consideration of inclusion into the design phase.

INFORMAL PERSONAL INTERVIEWS – at every public involvement event, participants will be asked for their opinions on how to improve our communication and interaction with the public. Their opinions and suggestions will be solicited via comment card and responses recorded and included in the PI database for possible implementation.

PROJECT TELEPHONE HOTLINE – the telephone hotline number established for the project will be published on all public involvement communication materials and calls encouraged. Comments and suggestions received through the telephone hotline will be recorded and included in the comment/response feedback process.

PROJECT TEAM INPUT

PIP review and approval – the PIP will be reviewed by senior staff of ABQ RDIE. PIP products, which include but are not limited to project updates, display boards, fact sheets, newsletters, surveys, construction schedules, and business assistance programs, will undergo review

processes to ensure consistency of messages and to ensure that project team members are apprised of information being distributed to the public. Additionally, information regarding the effectiveness of the program will be solicited from agency groups and project committees, technical teams, and project staff.